



REGULAR CITY COUNCIL AGENDA

City Hall - Council Chambers
4381 Broadway St., Suite 201, American Canyon
April 21, 2026
6:30 PM

Mayor: Pierre Washington

Vice Mayor: Mayor Mark Joseph

Councilmembers: Brando Cruz, Melissa Lamattina, David Oro

AMENDED AGENDA

This agenda has been amended to:

- a. Correct numbering inconsistency**
 - b. Add to Item 8. a presentation**
 - c. Add to Item 14. three new attachments 1a., 2a., and 3a.**
 - d. Add new Item 18. City Council Committee Report - Councilmember David Oro**
-

5:00 P.M. CLOSED SESSION

The mayor will call the meeting to order and conduct roll call. Following public comment on Closed Session items, the Council will immediately convene in Closed Session.

CALL TO ORDER - CLOSED SESSION

ROLL CALL - CLOSED SESSION

PUBLIC COMMENT - CLOSED SESSION ITEMS

This time is reserved for members of the public to address the City Council on Closed Session Business items only. Oral comments must be made in person and are limited to three (3) minutes per speaker.

MEETING RECESSED TO CLOSED SESSION

The Council will reconvene in Open Session at 6:30 p.m. The Council may reconvene in Closed Session at the conclusion of the meeting, if necessary, to address any remaining items.

BUSINESS - CLOSED SESSION

- 1. Conference with Legal Counsel – Anticipated Litigation. Authorized pursuant to Government Code Section 54956.9 (d)(2). One (1) Matter.**
- 2. Conference with Real Property Negotiators - Authorized Pursuant to Government Code Section 54956.8**

Property: APN's: 057-090-065, 057-120-036, 057-090-066, 057-120-017.

Agency negotiator: Jason Holley, City Manager

3. **Public Official Appointment; Performance Evaluation (Govt. Code Section 54957(b))**
Title: Contract City Attorney
4. **Matters Relating to Public Employment: Public Employee Performance Evaluations (pursuant to Gov. Code section 54957)**
Position: Jason Holley, City Manager

6:30 P.M. OPEN SESSION

CALL TO ORDER - OPEN SESSION

PLEDGE OF ALLEGIANCE

ROLL CALL - OPEN SESSION

CLOSED SESSION REPORT OUT / CONFIRMATION OF REPORTABLE ACTION

PROCLAMATIONS AND PRESENTATIONS

5. **Proclamation: April 22, 2026, as Earth Day**
6. **Proclamation: May 2026 as National Building Safety Month**
7. **Proclamation: National Volunteer Week**
8. **Napa Youth Council Presentation**
9. **Napa Sierra Club: Sea Level Rise Presentation**

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

This time is reserved for members of the public to address the City Council on items not appearing on the agenda that are within the Council's jurisdiction. Comments are limited to three (3) minutes per speaker. Pursuant to the Brown Act, the City Council is generally prohibited from discussing or taking action on items not listed on the agenda.

AGENDA CHANGES

The City Council may change the order of the agenda or request discussion of an item on the Consent Calendar. Members of the public may request discussion of a Consent Calendar item during Public Comment.

CONSENT CALENDAR

10. **Minutes of April 7, 2026**

Recommendation: Approve the minutes of Regular City Council meeting held April 7, 2026.

11. Reports Upon Return from Closed Session

Recommendation: Approve the reports from the Closed Sessions held on March 3, 2026, and April 7, 2026.

12. Inflatable Play Equipment and Special Event Amenities Policy

Recommendation: Adopt a Resolution to repeal and replace Resolution 2014-93 with the updated Inflatable Play Equipment and Special Event Amenities Policy.

13. Napa County Animal Shelter Contract

Recommendation: Adopt a Resolution authorizing City Manager to enter into a Professional Services Agreement with Napa County for Animal Shelter Services through June 30, 2031.

PUBLIC HEARINGS

There are no public hearing matters.

BUSINESS

14. Expanding City Limits Northerly to South Kelly Road

Recommendation: Take the following actions to expand city limits northerly to South Kelly Road:

1. Adopt a Resolution approving an Urban Limit Line and Regional Housing Needs Allocation Agreement with Napa County.
2. Adopt a Resolution approving the Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement.
3. Adopt a Resolution approving the Hess-Laird Affected Territory Property Tax Sharing Agreement.

MANAGEMENT / STAFF ORAL REPORTS

15. Q4 FY25/26 Capital Project Schedule Update

Recommendation: Receive this informational item and provide feedback.

CITY COUNCIL COMMENTS / COMMITTEE REPORTS

City Council may provide brief comments on matters of public concern, announce matters of public interest, and provide Council Committee reports. No action will be taken.

16. City Council Committee Report - Vice Mayor Mark Joseph

17. City Council Committee Report - Mayor Pierre Washington

18. City Council Committee Report - Councilmember David Oro

FUTURE AGENDA ITEM REVIEW

The City Council will review upcoming agenda items. Councilmembers may request that items be added to future City Council agendas.

19. **Future Agenda Items of Note**

ADJOURNMENT

CERTIFICATION

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

Taresa Geilfuss, City Clerk

PUBLIC PARTICIPATION

This meeting is a limited public forum. The City expects respectful conduct from all participants. Offensive language or discriminatory remarks based on any protected classification under federal, state, or local law will not be tolerated, and the speaker may be immediately disconnected.

Meetings are conducted in person and are also available via Zoom. Meetings are broadcast live on Napa Valley TV, the [City's website](#), and [YouTube](#).

Zoom Link: [Click here](#). **Webinar ID:** 847 1017 1711. **Passcode:** 123456. **Phone-in:** (408) 638-0968

Oral Comments: In person during Open/Closed Session, or via Zoom during Open Session only. Use "Raise Your Hand" during public comment periods only.

Written Comments: Submit via [eComments](#) on the City's Meetings & Agendas webpage. eComments close at 3:00 p.m. on the day of the meeting.

Agenda Materials: Posted 72 hours in advance at www.americancanyon.gov.

ADA: Requests for accommodations or alternative formats must be submitted at least three calendar days in advance to the City Clerk at 4381 Broadway, Suite 201, American Canyon, CA 94503 or cityclerk@americancanyon.gov.

Need Additional Assistance? Contact the City Clerk by phone at (707) 647-4369 or by email at cityclerk@americancanyon.gov.

CITY OF AMERICAN CANYON PROCLAMATION



Earth Day - April 22, 2026

WHEREAS, communities around the world face extraordinary challenges, including environmental and climate change, food and water shortages, and public health concerns; and

WHEREAS, all people, regardless of race, gender, income, or geography, have a right to a healthy and sustainable environment; and

WHEREAS, citizens must take action to create positive environmental change and address these challenges; and

WHEREAS, we are all caretakers of our planet and have an obligation to protect its beauty and resources for current and future generations; and

WHEREAS, a sustainable environment can be promoted through education, public policy, and responsible consumer behavior; and

WHEREAS, broad and diverse participation strengthens the global effort to preserve our environment; and

WHEREAS, we encourage business owners, institutions, and residents of American Canyon to celebrate the Earth and commit to being good stewards of our land and water resources; and

WHEREAS, on Earth Day and every day, the American Canyon community is encouraged to reduce consumption and waste, recycle, utilize renewable resources, prevent pollution, and conserve water, land, and energy; and

NOW, THEREFORE, I, Pierre Washington, Mayor of the City of American Canyon, on behalf of the City Council, do hereby recognize April 22, 2026, as Earth Day in American Canyon, and call upon our community to celebrate and participate in activities that promote environmental sustainability.

Dated: April 21, 2026

Pierre Washington, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



MAY 2026 IS NATIONAL BUILDING SAFETY MONTH

WHEREAS, the City of American Canyon recognizes that our future depends on the growth and strength of safe homes, buildings, and infrastructure; and

WHEREAS, safe buildings ensure a high quality of life and protect residents when disasters strike; and

WHEREAS, building safety depends on the dedication of many committed professionals in both the public and private sectors, including Building Officials, Permit Technicians, Plan Check Engineers, Civil Engineers, Building Inspectors, Code Enforcement Officers, Planners, Fire Prevention Officials, Architects, Engineers, Builders, Tradespeople, Design Professionals, Laborers, Plumbers, and construction industry support staff and manufacturers; and

WHEREAS, working together with the International Code Council, a nonprofit that brings together “built environment experts” at all levels of government to create highest-quality building codes; and

WHEREAS, modern building codes provide comfortable, energy-efficient environments that safeguard people from natural hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes; and

WHEREAS, National Building Safety Month highlights the vital contributions of building safety professionals, whose expertise ensures that the structures essential to our community are safe, sustainable, and affordable; and

WHEREAS, “Mission Possible,” the theme for Building Safety Month 2026 encourages us all to raise awareness about building safety on a personal, local, and global scale.

NOW, THEREFORE, I, Pierre Washington, Mayor of the City of American Canyon, on behalf of the City Council, do hereby join the Nation in recognizing the month of May 2026 as National Building Safety Month.

Dated: April 21, 2026

Pierre Washington, Mayor

CITY OF AMERICAN CANYON PROCLAMATION



April 19-25, 2026, is National Volunteer Week

WHEREAS, experience teaches us that government alone cannot solve all of our social problems and meet all our opportunities, so we have focused on partnerships with businesses, faith-based organizations, nonprofit organizations, and community members; and

WHEREAS, our nonprofit organization and community partners are essential to help 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, recognize and thank volunteers who lend their time, talent, and voice to make a difference within our community; and

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

WHEREAS, we further recognize and express our appreciation for the more than 44 nonprofit organizations and numerous community partners the City of American Canyon collaborates with, whose collective efforts and dedication help support volunteerism and strengthen our community; 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 distribution, community and fundraiser events, programs and services, community projects, and so much more; and

NOW, THEREFORE, I, Pierre Washington, Mayor of the City of American Canyon on behalf of the City Council, do proclaim April 19th - 25th, 2026, as National Volunteer Week, and call upon American Canyon to celebrate the important work that these selfless volunteers do every day throughout our community.

Dated: April 21, 2026

Pierre Washington, Mayor

Tobacco Retail License

NAPA YOUTH COUNCIL

Who are we?

THE NAPA YOUTH COUNCIL IS A GROUP OF YOUNG PEOPLE COMMITTED TO MAKING A DIFFERENCE IN OUR COMMUNITY AND DEFY UNHEALTHY NORMS/BEHAVIORS. SPECIFICALLY, WE FOCUS ON TOBACCO PREVENTION.

TOBACCO IS AN IMPORTANT ISSUE

- Tobacco use remains the number one cause of preventable death, disease, and disability in the United States
- Each year, tobacco-related diseases account for approximately 16 percent or 40,000 of deaths in California alone
- 40 percent of all cancer diagnoses in the United States are attributed to tobacco use; tobacco also increases mental health issues
- Direct health care costs attributed to tobacco use in California are \$13.29 billion annually

HOW MUCH IS IN...



20 cigarettes
220 mg nicotine
1 Pack



3,000 puffs
80 mg nicotine
3-5 PACKS



25,000 puffs
850 mg nicotine
50-60 PACKS



15 Pouches
90 mg nicotine
3 PACKS

TRL OVERVIEW

TOBACCO RETAIL LICENSE

SIGNIFICANCE

- Ensures compliance with local business standards.
- Reduces youth access to tobacco products.
- Limits the negative public health and equity impacts associated with tobacco use.
- Enforces local, state, and federal tobacco control laws.

REQUIREMENTS

- License require for all retailers, one per location
- Nontransferable
- Fee covers the costs of administration/enforcement
- Age verification required
- No pharmacy licenses

BENEFITS OF A TRL

- Reduces illegal sales of tobacco products to minors.
- Limit the density of new tobacco retailers within 1,000 feet of youth-oriented areas.
- Ensure minors are not encouraged to use tobacco.
- **E-cigarettes and other tobacco products could be regulated by this ordinance.** State laws make it illegal to sell e-cigarettes to minors, but there is no licensing and enforcement structure to ensure this does not happen.

IMPORTANCE OF POLICY CHANGE

Public Health

Policy changes aimed at reducing tobacco consumption can lead to improved public health outcomes by decreasing smoking rates;

Social Impact

Policy changes can help reduce the normalization of smoking behavior, particularly among younger generations, and promote healthier lifestyles.

Economic Impact

Policy changes can help mitigate these economic burdens by reducing healthcare costs and increasing productivity. The long-term costs associated with treating tobacco-related illnesses and lost productivity due to illness and premature death often outweigh the economic benefits

Environmental Impact

Policy changes that promote reduced tobacco consumption can contribute to environmental sustainability efforts.

RESTRICTIONS/PHARMACIES

- Local jurisdictions can reduce the use of commercial tobacco products by adopting price controls
- A 10 percent increase in prices reduces consumption by 3-5%
- Prohibiting coupons and discounts
- Establishing minimum package sizes
- Pharmacies that sell tobacco send a mixed message
 - Over 2 million smokers purchased cigarettes from a pharmacy
 - 82% of pharmacists and 72% of adults believe pharmacies should not sell tobacco
- San Francisco passed the first of this ordinance in 2008



PUBLIC OPINION POLL IN AMERICAN CANYON 2025

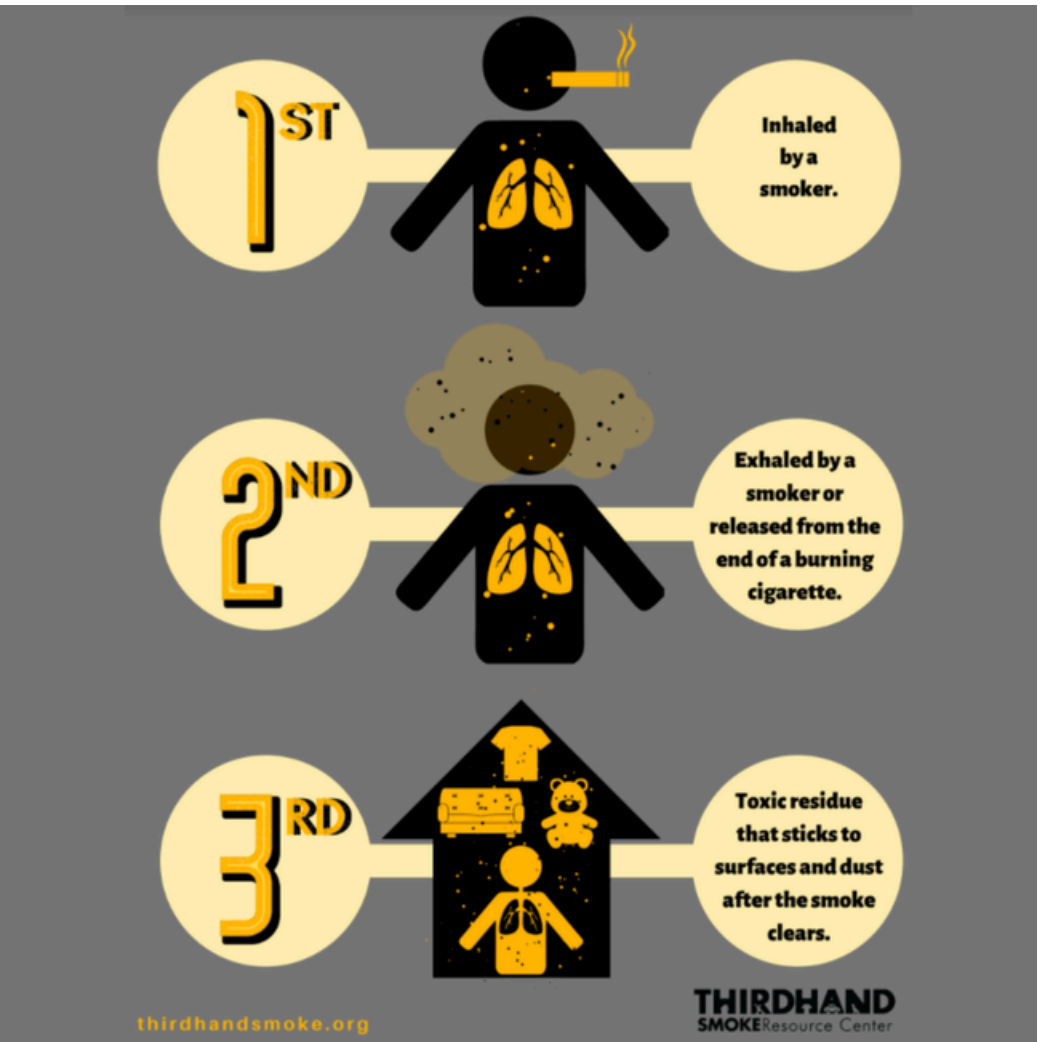
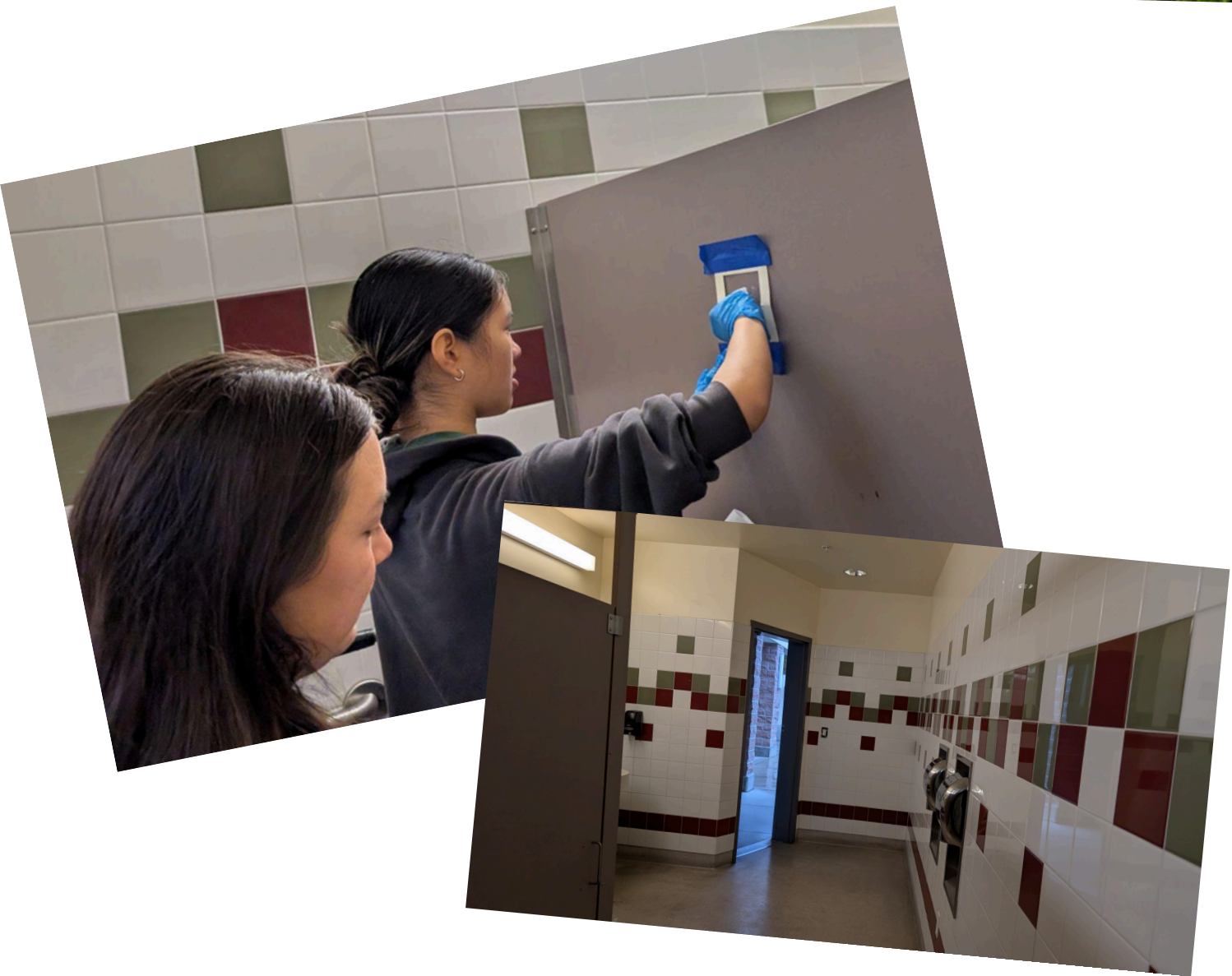
Exhibit 3

Most residents support tobacco retail licensing, banning price discounts, banning small pack sizes, setting higher minimum prices, and eliminating the sale of tobacco n=91



This public opinion survey was designed to collect data on the knowledge, attitudes, and perception of the community, including but not limited to, questions on youth use, tobacco product pack size and price, and support/opposition to various elements in the tobacco retail environment, e.g. banning price discounts.

THIS IS WHY!

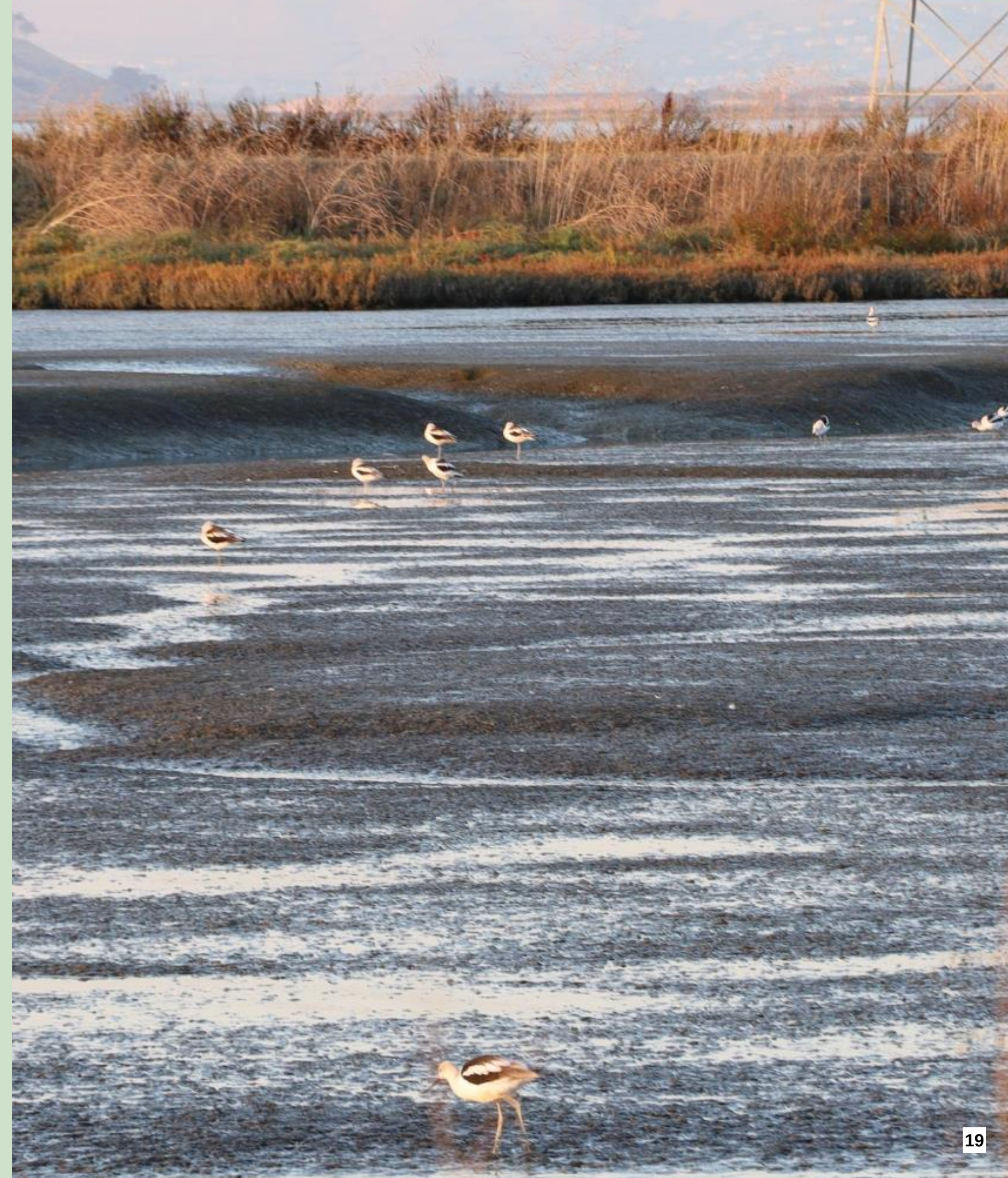


Sea Level Rise Presentation

Napa Sierra Club Group

Scott Thomason, Kate Bit and

Paulina Viera Zambrano



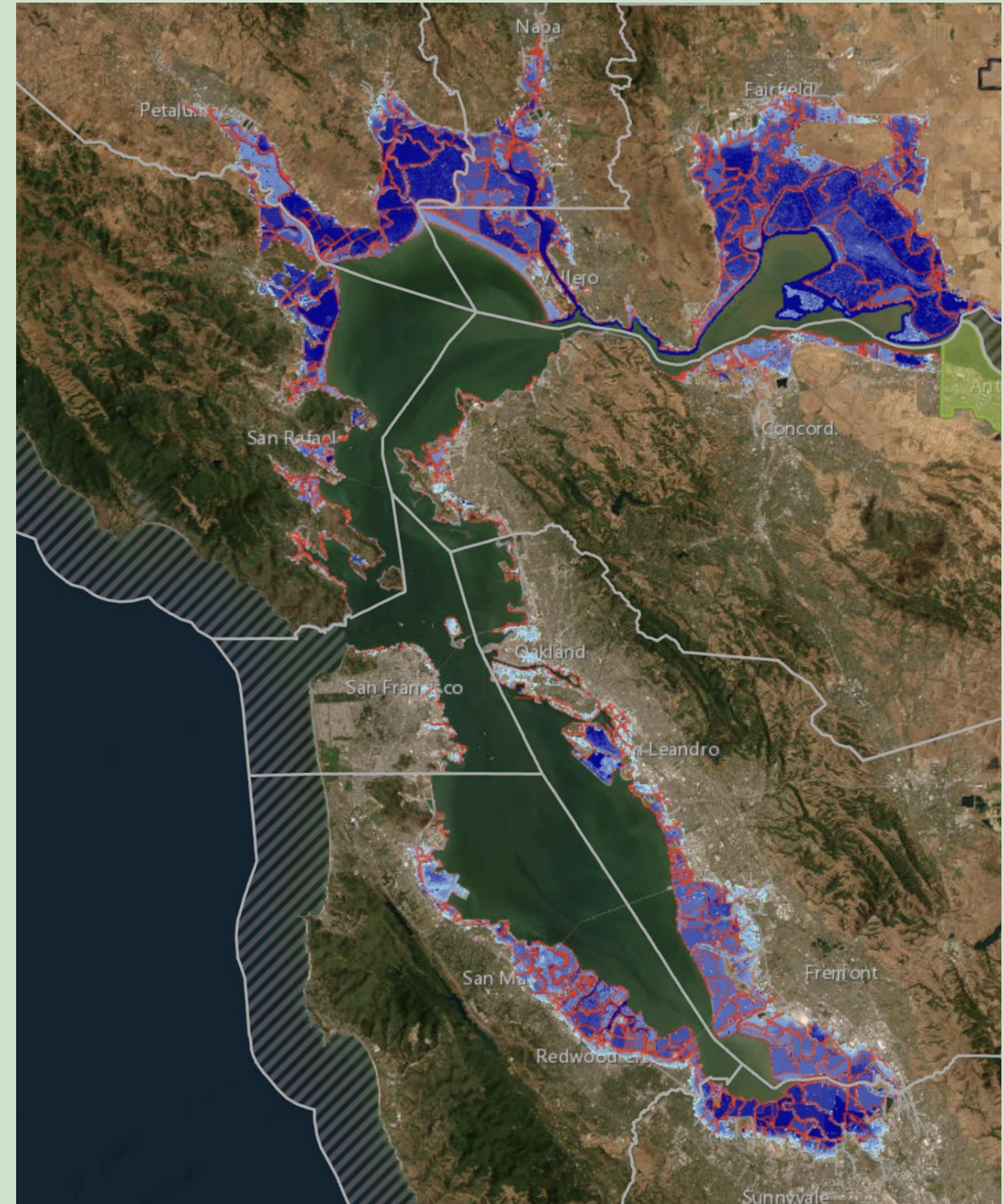
What Causes Sea Level Rise?

- **Human influences**
- **Ice sheets and glaciers are melting**
- **Global warming is also causing sea level rise**



Sea Level Rise Threatens

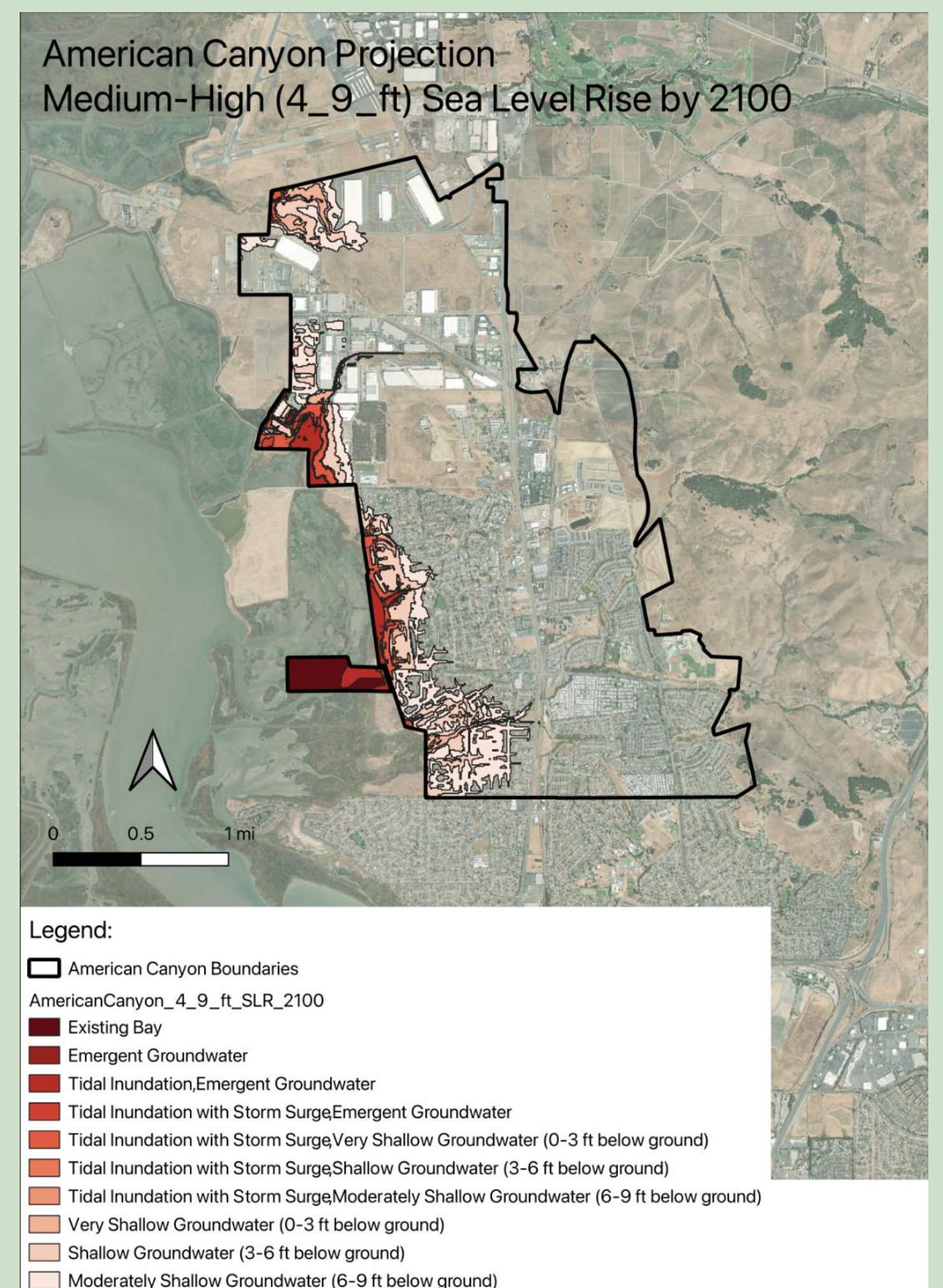
- Ecosystem services
- Infrastructure
- Community health



2100 Projection, up to 6.6 ft of SLR (Ocean Protection Council, 2024)

Sea Level Rise Threats to American Canyon

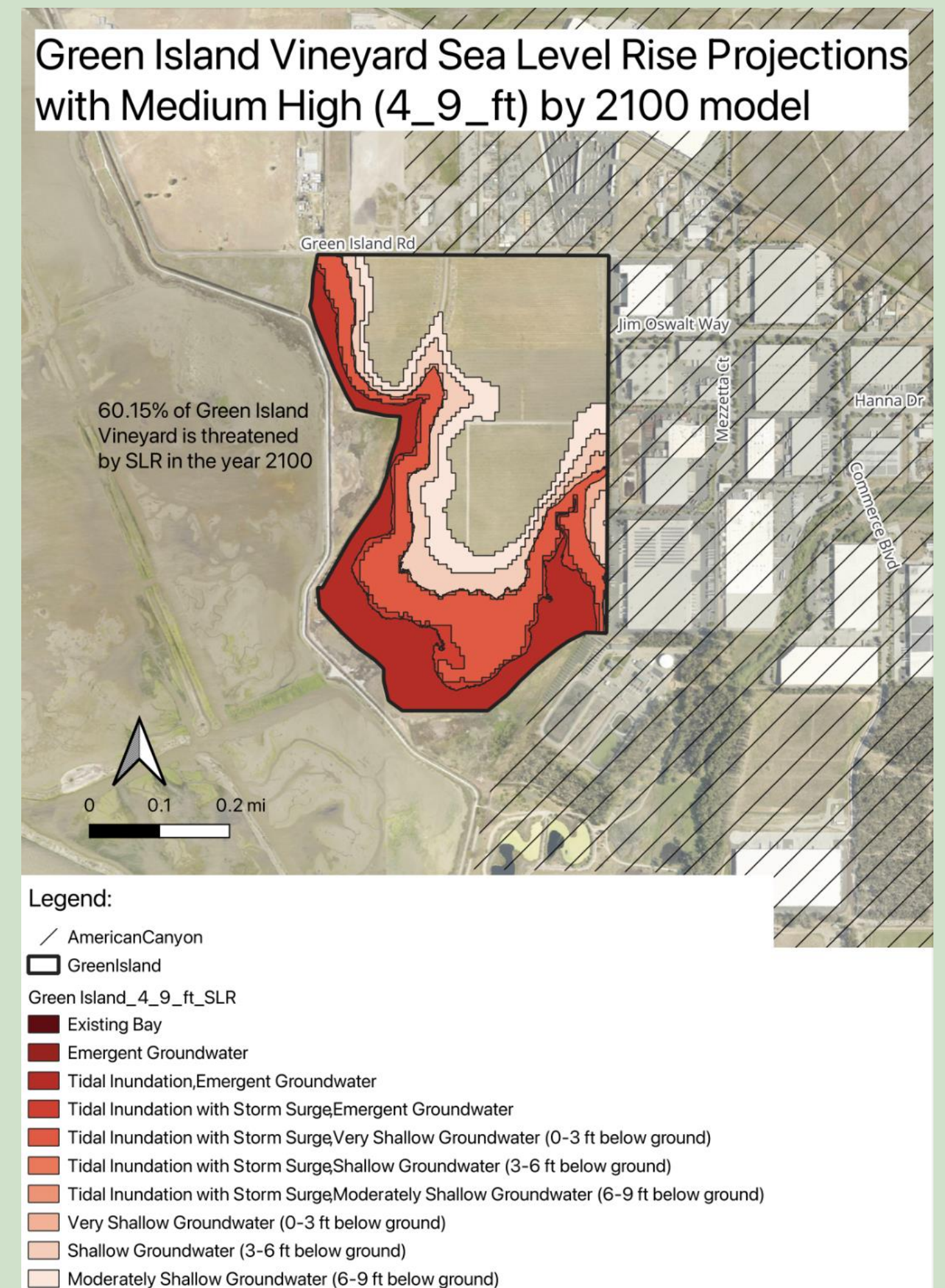
- Scientific evidence has recently shown that homes along Wetlands Drive may be threatened by sea level rise



Data sourced from BCDC's RSAP Atlas Tool

Sea Level Rise Threats to American Canyon

- A recent scientific study has shown that a large stretch of property between the wetlands and Mezzetta's facilities is also subject to sea level rise



Data sourced from BCDC's RSAP Atlas Tool

The Solution to Sea Level Rise is Adaptation

- Nature-based solutions
- Grey solutions



Eelgrass



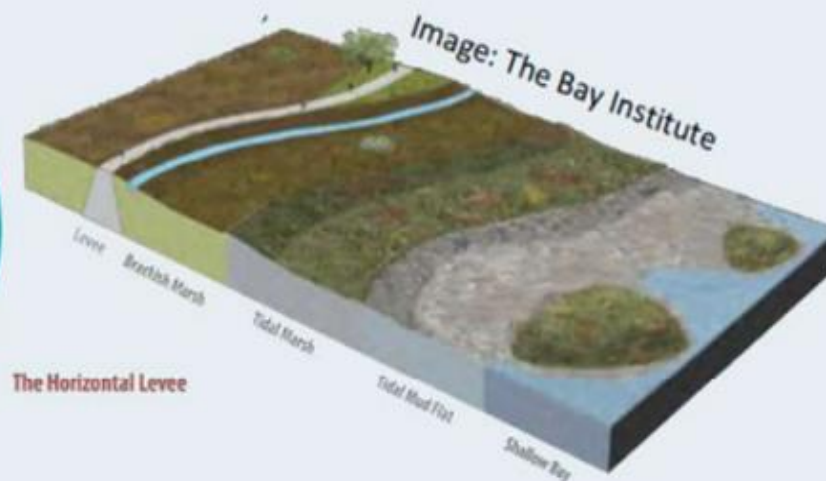
Oysters



Mudflats



Marshes



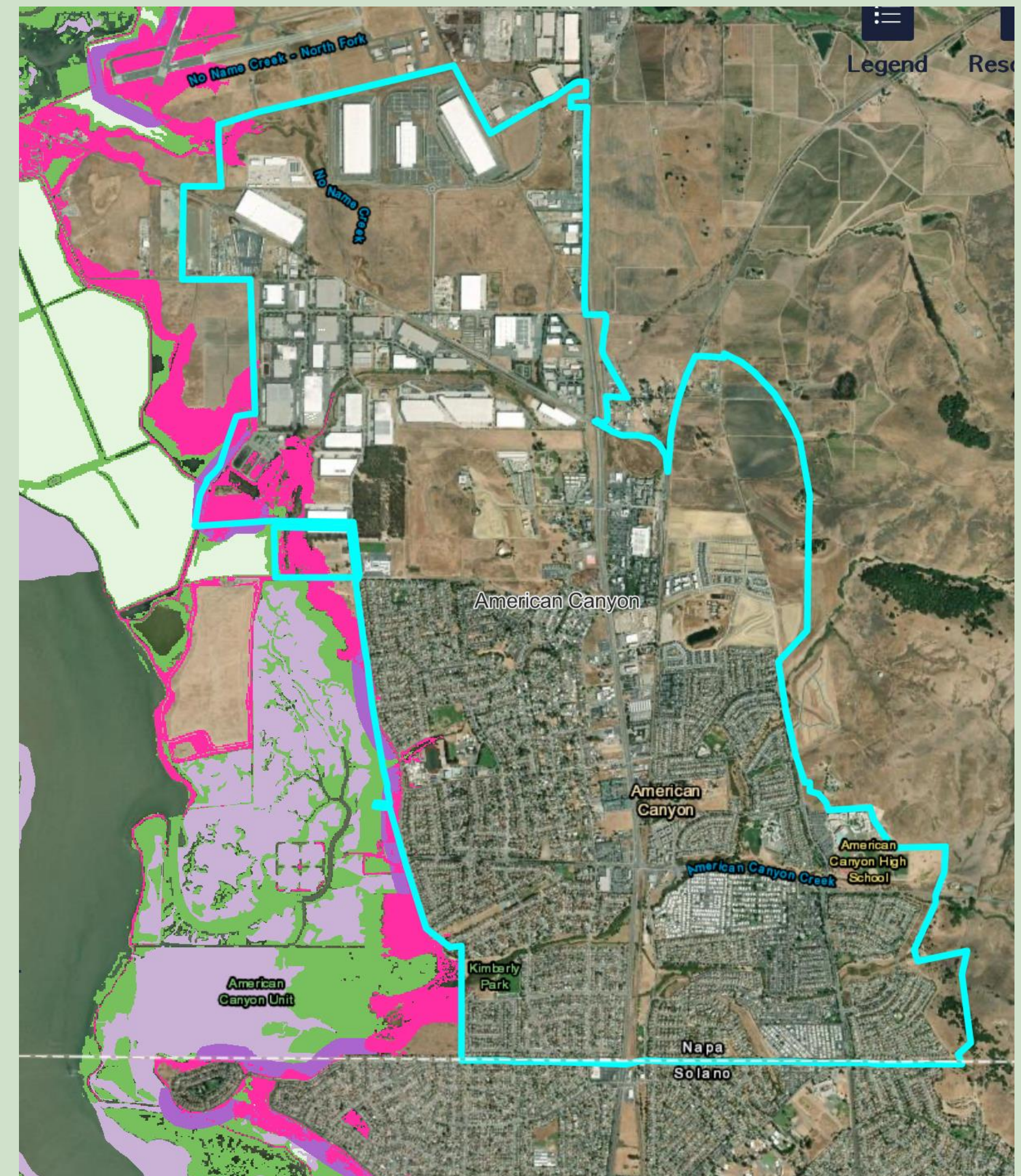
Ecotone levee
(marsh + levee)

Range from fully natural → Hybrid (natural + engineered)

SFEI

Nature-based Solutions in American Canyon

- Nature-based solutions can help mitigate the impacts of sea level rise.
- Nature-based solutions can help protect the wetlands.
- Opportunities for nature-based adaptation
 - horizontal levees (dark purple)
 - tidal marshes (green)
 - mudflat augmentation (light purple)
 - marsh migration space (magenta)



Our Bay and Its Wetlands: Our Future



Questions?



CITY OF AMERICAN CANYON

REGULAR CITY COUNCIL MEETING

ACTION MINUTES

April 7, 2026

4:30 P.M. CLOSED SESSION

CALL TO ORDER - CLOSED SESSION

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

ROLL CALL - CLOSED SESSION

Present: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Absent: None

PUBLIC COMMENT - CLOSED SESSION ITEMS

Mayor Washington opened a public comment period for Closed Session Items. Written comments: none. Oral comments: none. The public comment period was closed.

MEETING RECESSED TO CLOSED SESSION

BUSINESS - CLOSED SESSION

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

- a) City of American Canyon v. City of Vallejo, et al. (Sacramento Superior Court Case No. 34-2022-00327471).
- b) City of Vallejo v. City of American Canyon et al. (Third District Court of Appeal Case No. C102070; formerly Sacramento County Superior Court Case No. 23WM000055).
- c) City of Vallejo v. City of American Canyon et al. (Sacramento County Superior Court Case No. 24WM000078).
- d) City of Vallejo v. City of American Canyon et al. (Marin County Superior Court Case No. CV0003752).
- e) American Canyon 1, LLC and Napa Valley Ruins & Gardens, LLC v. City of American Canyon et al. (Napa County Superior Court Case No. 25CV002277)

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

6:30 P.M. OPEN SESSION

CALL TO ORDER - OPEN SESSION

The City Council meeting was called to order at 6:42 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

ROLL CALL - OPEN SESSION

Present: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Absent: None

CLOSED SESSION REPORT OUT / CONFIRMATION OF REPORTABLE ACTION

A report on Closed Session and confirmation of reportable action was given by City Attorney Theresa Highsmith.

PROCLAMATIONS AND PRESENTATIONS

3. Proclamation: April 2026 as Arts Month

Mayor Washington announced the April 2026 as Arts Month proclamation. It was received by Crysta Tim-Ruiz, Program Manager, Arts Council Napa Valley and Karen Brorby, President, American Canyon Arts Foundation.

4. Proclamation: Sexual Assault Awareness Month April 2026

Mayor Washington announced the Sexual Assault Awareness Month April 2026 proclamation. It was received by Tracy Lamb, Executive Director, NEWS Domestic Violence & Sexual Abuse Services.

5. Mosquito Abatement Presentation

Council received a Mosquito Abatement Presentation from Wes Maffei, Napa County Mosquito Abatement District.

PUBLIC COMMENT - ITEMS NOT ON THE AGENDA

Mayor Washington opened a public comment period. Written comments: none. Oral comments: Terrence McGrath was called to speak; Riccardo Gaudino was called to speak; William Baker was called to speak; Jeannette Goyeth was called to speak; Hugh Marquez was called to speak; Cindy Biederman was called to speak. The public comment period was closed.

AGENDA CHANGES

There were no changes to the agenda.

CONSENT CALENDAR

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

Yea: Councilmember Brando Cruz, Councilmember Melissa Lamattina, Councilmember David Oro, Vice Mayor Mark Joseph, Mayor Pierre Washington

Nay: None

Abstain: None

Absent: None

6. Minutes of March 17, 2026

Action: Approved the minutes of the Regular City Council meeting held March 17, 2026.

7. Wetland Restoration and Public Access Project (PR26-0100)

Action: Adopted Resolution 2026-18 awarding a Professional Services Agreement (Agreement 2026-52) to Environmental Science Associates in an amount not to exceed \$1,237,057 for design, environmental review, and permitting services for the American Canyon Wetland Restoration and Public Access Project (PR26-0100).

8. Water Reclamation NPDES Permit Renewal Project

Action: Adopted Resolution 2026-19 authorizing the City Manager to award a contract (Agreement 2026-53) to Larry Walker Associates, Inc. for the Water Reclamation Facility NPDES Permit Renewal in the amount not to exceed \$98,234.

9. Appointment to Napa County Library Commission

Action: Appointed by Minute Order 2026-01 Elizabeth Goff to the Napa County Library Commission for a three-year term ending January 31, 2029.

10. State Water Project Carryover Water Transfer

Action: Adopted Resolution 2026-20 authorizing the Public Works Director to agree to the attached draft term sheets (Agreement 2026-54) with San Geronio Pass Water Agency (SGPWA) for a total transfer of 510 AF of Carryover Water.

11. Records Retention Schedule Update

Action: Adopted Resolution 2026-21 approving the updated Records Retention Schedule, authorizing the routine destruction of records in accordance with applicable law, and authorizing administrative updates to the Records Retention Schedule as needed.

12. Declaring Laserfiche Cloud a Trusted System and Adopting City Records Management Procedures

Action: Adopted Resolution 2026-22 declaring Laserfiche Cloud a Trusted System for the storage, management, and preservation of city records.

Action: Adopted Resolution 2026-23 approving City Records Management Procedures as the official administrative policy governing the creation, management, storage, retention, digitization, and destruction of city records in all formats.

PUBLIC HEARINGS

There were no Public Hearing matters.

BUSINESS

13. American Canyon Police Department 2025 Annual Report

Council received an American Canyon Police Department 2025 Annual Report presentation from Police Chief Rick Greenberg. Mayor Washington opened a public comment period. Written comments: none. Oral comments: Hugh Marquez was called to speak; Beth Marcus was called to speak. The public comment period was closed.

MANAGEMENT / STAFF ORAL REPORTS

Council received oral updates from Deputy City Manager Alexandra Ikeda.

CITY COUNCIL COMMENTS / COMMITTEE REPORTS

The mayor and council members provided oral reports and announced items of community interest.

14. City Council Committee Report - Councilmember Brando Cruz

15. City Council Committee Report - Vice Mayor Mark Joseph

16. City Council Committee Report - Mayor Pierre Washington

FUTURE AGENDA ITEM REVIEW

17. Future Agenda Items of Note

Future agenda items were reviewed.

ADJOURNMENT

The City Council meeting was adjourned at 7:59 p.m.

CERTIFICATION

Respectfully Submitted,

Taresa Geilfuss, City Clerk

COLANTUONO
HIGHSMITH
WHATLEY, PC

TERESA L. HIGHSMITH | 213-542-5703 | THIGHSMITH@CHWLAW.US

Our File No. 31004.0001

April 16, 2026

**ATTORNEY-CLIENT PRIVILEGE
VIA ELECTRONIC MAIL**

The Honorable Pierre Washington, Mayor
Members of the City Council
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

**Re: Report Upon Return from Closed Session, Regular City Council Closed
Session Meeting of the American Canyon City Council of March 17, 2026**

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 Open Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the City Council Closed Session Meeting of March 17, 2026, consistent with Government Code Section 54957.1, regarding the following matters:

1. Conference with Real Property Negotiators – (Authorized Pursuant to Government Code Section 54956.8)
Property: APN’s 057-090-065, 057-120-036, 057-090-066, and 057-120-017
Agency Negotiator: City Manager Jason Holley
2. Threat to Public Services or Facilities (Govt. Code Section 54957(a)(1).
Consultation with City Manager Jason Holley

Mayor Washington, Vice Mayor Joseph, Council Members Cruz, Lamattina and Oro convened in Open Session at 5:30 p.m. No public comments were offered. The closed session was recessed at 6:23 pm, in order to convene and attend the regularly scheduled open session City Council meeting.

With respect to Closed Session Agenda matters 1 and 2 in each matter direction was provided to staff and legal counsel, but there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

790 E. COLORADO BOULEVARD, SUITE 850, PASADENA, CALIFORNIA 91101-2109 | (213) 542-5700
GRASS VALLEY | ORANGE COUNTY | PASADENA | SACRAMENTO | SAN DIEGO | SONOMA

ATTORNEY-CLIENT PRIVILEGE

The Honorable Pierre Washington, Mayor
City of American Canyon
April 16, 2026
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The Closed Session concluded at 6:23 p.m.

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

Sincerely,



Teresa L. Highsmith

TLH:mom

cc: Jason B. Holley, City Manager
Juan Gomez, Assistant City Manager
Teresa Geilfuss, City Clerk

COLANTUONO
HIGHSMITH
WHATLEY, PC

TERESA L. HIGHSMITH | 213-542-5703 | THIGHSMITH@CHWLAW.US

Our File No. 31004.0001

April 16, 2026

**ATTORNEY-CLIENT PRIVILEGE
VIA ELECTRONIC MAIL**

The Honorable Pierre Washington, Mayor
Members of the City Council
City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

**Re: Report Upon Return from Closed Session, Regular City Council Closed
Session Meeting of the American Canyon City Council of April 7, 2026**

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 Open Meeting Act (Government Code Section 54950, *et seq.*) resulting from the Closed Session of the City Council Closed Session Meeting of April 7, 2026, consistent with Government Code Section 54957.1, regarding the following matters:

1. Conference with Legal Counsel – Existing Litigation. (Government Code Section 54956.9(d)(1):
 - a. *City of American Canyon v. City of Vallejo, et al.* (Sacramento Superior Court Case No. 34-2022-00327471).
 - b. *City of Vallejo v. City of American Canyon et al.* (Third District Court of Appeal Case No. C102070; formerly Sacramento County Superior Court Case No. 23WM000055).
 - c. *City of Vallejo v. City of American Canyon et al.* (Sacramento County Superior Court Case No. 24WM000078).
 - d. *City of Vallejo v. City of American Canyon et al.* (Marin County Superior Court Case No. CV0003752).
 - e. *American Canyon I, LLC and Napa Valley Ruins & Gardens, LLC v. City of American Canyon et al.* (Napa County Superior Court Case No. 25CV002277)
2. Conference with Legal Counsel – Anticipated Litigation (Government Code Section 54956.9(d)(2).
Number of Potential Cases: 1

790 E. COLORADO BOULEVARD, SUITE 850, PASADENA, CALIFORNIA 91101-2109 | (213) 542-5700
GRASS VALLEY | ORANGE COUNTY | PASADENA | SACRAMENTO | SAN DIEGO | SONOMA

ATTORNEY-CLIENT PRIVILEGE

The Honorable Pierre Washington, Mayor
City of American Canyon
April 16, 2026
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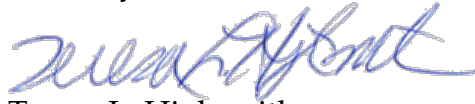
Mayor Washington, Vice Mayor Joseph, Council Members Cruz, Lamattina and Oro convened in Open Session at 4:30 p.m. No public comments were offered. The closed session was recessed at 6:37 pm, in order to convene and attend the regularly scheduled open session City Council meeting.

With respect to Closed Session Agenda matters 1 and 2 in each matter direction was provided to staff and legal counsel, but there was no reportable action under the common law attorney-client privilege and that provided by Government Code Section 54956.9(d)(2).

The Closed Session concluded at 6:23 p.m.

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

Sincerely,



Teresa L. Highsmith

TLH:mom

cc: Jason B. Holley, City Manager
Juan Gomez, Assistant City Manager
Teresa Geilfuss, City Clerk



TITLE

Inflatable Play Equipment and Special Event Amenities Policy

RECOMMENDATION

Adopt a Resolution to repeal and replace Resolution 2014-93 with the updated Inflatable Play Equipment and Special Event Amenities Policy.

CONTACT

Alexandra Ikeda, Deputy City Manager

BACKGROUND & ANALYSIS

This item is part of the Parks and Community Services (PCS) Commission's work plan to update Resolution 2014-93, Inflatable Play Equipment Policy (Attachment 2). The City has an extensive reservation process that includes both indoor and outdoor facility rentals, including reservable picnic areas at City parks where the use of inflatable play equipment is a popular add-on amenity.

The original policy, in its current condition, no longer aligns with the City's operational practices, risk management requirements, or industry standards, therefore requiring modernization. From 2019 through 2022, inflatable play equipment was not available as part of our facility rental process due to operational impacts and pandemic-era restrictions. During this time, vendors previously used by the City were no longer in business. In addition, staff learned through the City's Joint Powers Authority (JPA) that inflatable play equipment was no longer covered under the City's insurance, requiring additional research and coordination to restore this popular amenity in a safe and compliant manner for the community.

In 2023, staff worked with the JPA and the City Attorney to establish a compliant path forward that would allow inflatable play equipment under current risk management requirements. As a result, the City implemented an approved vendor program, and is currently working with two vendors to provide these services for our facility rental applicants. While these practices have been implemented operationally, Resolution 2014-93 has not been updated to reflect them.

POLICY CHANGES

The PCS Commission reviewed and discussed the proposed updates on February 12 and March 12, 2026, and concurred with staff's recommendation to modernize the policy. Attachment 2 includes

the updated Inflatable Play Equipment and Special Event Amenities Policy which incorporates the following key revisions:

Removal of Fees from the Policy

Specific fee amounts have been removed. Vendor and permit fees are established through the City's adopted fee schedule, which is reviewed and updated annually.

Facility Rental Rules and Regulations

The policy clarifies that inflatable play equipment requires an approved permit and is not permitted on City property without City authorization. This requirement is consistent with the City's established Facility Rental Rules and Regulations as outlined in Exhibit A.

Vendor Requirements

The policy defines minimum vendor requirements, including required insurance coverage, a valid City business license, an executed City contract, and coordination with City staff to confirm event details.

Policy and Contract Separation

The updated policy separates general policy provisions from detailed vendor contract requirements. Vendor performance standards, safety requirements, inspection expectations, and liability provisions will be addressed through the executed agreement with the City of American Canyon.

The proposed updated policy aligns with the City's current operational practices, clarifies requirements for facility users and vendors, and ensures consistency with established risk management standards.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

Not Applicable

ENVIRONMENTAL REVIEW

None

COMMUNICATION

Level 0: No Further Public Communication Needed

This staff report serves as the formal communication on this item.

ATTACHMENTS:

[1. Resolution: Inflatable Play Equipment and Special Event Amenities Policy](#)

- 1a. Exhibit A - Facility Rental Rules and Regulations
2. RESOLUTION 2014-93 (to be replaced)

RESOLUTION NO. 2026 -

ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN CANYON, CALIFORNIA TO REPEAL AND REPLACE RESOLUTION 2014-93 WITH THE UPDATED INFLATABLE PLAY EQUIPMENT AND SPECIAL EVENT AMENITIES POLICY

WHEREAS, the City of American Canyon is committed to providing high-quality parks, recreation programs, and community spaces that enhance quality of life; and

WHEREAS, the City values responsive, customer-focused services that support community needs and create engaging and memorable experiences; and

WHEREAS, inflatable play equipment and special event amenities enhance recreational opportunities for residents and community members; and

WHEREAS, Resolution 2014-93 is outdated and does not reflect current operational practices, risk management standards, or community expectations; and

WHEREAS, the updated policy establishes a clear and streamlined permitting process while maintaining appropriate safeguards through separate agreements, operational rules, and regulatory requirements; and

WHEREAS, the City Council supports modernizing policies to remove unnecessary barriers, promote effective service delivery, and respond to evolving community needs.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon hereby adopts the Inflatable Play Equipment and Special Event Amenities Policy, effective April 21, 2026, upon approval of this Resolution.

PASSED, APPROVED, and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS FORM:

Taresa Geilfuss, City Clerk

Teresa Highsmith, City Attorney

Attachment:

1. Exhibit A: Inflatable Play Equipment and Special Event Amenities Policy

CITY OF AMERICAN CANYON

INFLATABLE PLAY EQUIPMENT AND SPECIAL EVENT AMENITIES POLICY

PURPOSE

The purpose of this policy is to establish standards for the use of inflatable play equipment and special event amenities within City Facilities. Vendor requirements and operational conditions are governed through separate agreements and the City's Facility Rental Rules and Regulations.

DEFINITIONS

City Facility: Any property, building, or structure that is owned, leased, or operated by the City of American Canyon to provide services.

City Property: Refers to all real estate (land, buildings, parks, open spaces), tangible assets (equipment, vehicles), and infrastructure (streets, watermains, and rights-of-way) that are owned, leased, or operated by the City of American Canyon for the public use or for municipal operations.

Inflatable Play Equipment: Any air-filled, blower-powered, or inflatable structure or device used for recreational or amusement purposes, including but not limited to bounce houses, water slides, obstacle courses, interactive games, and similar devices.

Special Event Amenities: Any temporary amusement, recreational, entertainment or attraction feature, including but not limited to carnival rides, rock-climbing walls, dunk tanks, mechanical rides, petting zoos, pony rides, mechanical bulls, train rides, boxing rings, human foosball or giant games, gaming trucks, or any similar devices or attractions.

Vendor: Any individual, business, organization, or entity providing goods or services on City property in connection with a permitted activity or event.

Permit: Official written authorization issued by the City allowing the use of City property for a specified purpose, subject to applicable conditions.

Facility Rental Rules and Regulations: The procedures and operational guidelines established by the City that govern the use of City facilities by an applicant, including permitted and prohibited activities, hours of use, conducted standards, safety requirements, set-up and cleanup responsibilities, and other conditions applicable during a rental period.

VENDOR REQUIREMENTS

All vendors operating in any City facility must be a valid, legally established commercial business and must meet the following minimum requirements:

a. *City of American Canyon Agreement*

To operate inflatable play equipment or special event amenities within any City facility, vendors must have a fully executed agreement with the City. The agreement shall establish the terms and conditions of operation, including but not limited to, the scope

of services, insurance and indemnification requirements, safety standards, operational procedures, and any other requirements determined by the City of American Canyon.

b. *Business License*

Vendors must maintain a current and valid City of American Canyon business license throughout the term of their agreement and period of operation.

c. *Insurance*

Vendor must meet and maintain commercial general liability insurance with minimum coverage limits of \$1,000,000 (\$1M) per occurrence and \$2,000,000 (\$2M) general aggregate, unless otherwise required based on the nature of the activity, as determined by the City's Joint Powers Authority (JPA) or City Attorney.

Insurance requirements and verification procedures shall be established through the City of American Canyon Agreement with the Vendor.

d. *Contract Governance*

Detailed requirements related to vendor performance, safety standards, inspections, coordination with City staff, liability, compliance, and any additional permits required by state or federal law shall be governed by the executed agreement and applicable permit conditions.

GENERAL RULES AND REGULATIONS

Individuals or organizations seeking to use inflatable play equipment or special event amenities in any City Facility must obtain a permit issued by the City of American Canyon through the Parks and Recreation Department. Permits are issued through the Facility Rental Reservation Process upon submission and approval of a Facility Rental Application. Upon approval, the applicant will be issued a permit and provided with a list of City-approved vendors authorized to supply the equipment or amenity.

Only approved vendors may be used unless otherwise authorized by the City. The installation, placement, or operation of the equipment or amenity without a valid permit is prohibited in all City facilities, and unauthorized vendors are not permitted to conduct business on City property.

FEES

All applicable fees shall be established and maintained through the Parks and Recreation Department User Fee Schedule, as adopted and amended by the City.



4381 Broadway Street, American Canyon CA 94503
(707)648-7275 / americancanyon.gov

FACILITY RENTAL APPLICATION

(APPLICANT MUST BE 18+ YEARS. Please complete the application in its entirety or the permit process may be delayed)

Facility Location / Room: _____

Rental Date(s): _____ Day(s) of the Week: _____

Rental Time: _____ am/pm to _____ am/pm Event Time: _____ am/pm to _____ am/pm Total Hours: _____

*Rental hours must include all-time needed for decorating, setup, event time, and cleanup.

Type of Event: _____

Total Expected Attendance: _____ Nonprofit Tax ID: _____

Applicant Name: (main contact for rental): _____

Name of Organization: _____

Address: _____

City/State: _____ Zip: _____ Phone Number: _____

Email: _____

- | | | | |
|------------------------------------|----------------|--|----------------|
| 1. Will alcohol be served? | Yes ___ No ___ | 7. Do you plan to have vendors? | Yes ___ No ___ |
| 2. Will alcohol be sold? | Yes ___ No ___ | 8. Will music be played? | Yes ___ No ___ |
| 3. Will there be an admission fee? | Yes ___ No ___ | ** If you answered Yes #8, what kind of music will be | |
| 4. Will food be sold? | Yes ___ No ___ | played (circle all that apply): DJ / Band / Acoustic / Phone | |
| 5. Will food be served? | Yes ___ No ___ | 9. Will you have a bounce house or jumper? | Yes ___ No ___ |

**If you answered Yes #5, what is the cooking method? _____

6. Will you have event tents? Yes ___ No ___

If you answered yes to #6, how many _____, and what are their sizes? _____

*anything bigger than a 10x10 tent will need additional approval from the City.

AGREEMENT AND RELEASE OF LIABILITY

I certify that I, the Applicant reserving with the City of American Canyon (City), am at least 18 years of age. The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct and that the undersigned has read and understood the Facility Rental Rules and Regulations as set forth by the City pertaining to the use of City facilities. I understand that I or an appointed representative must

be present at the beginning of the rental time and must be present at the end of the rental time for inspection. I agree to do a full facility evaluation walk-through with City staff of all areas listed on the evaluation form prior to and after the event to review any current or new damages to the facility with may have occurred during my rental. I understand that failure to comply with the Facility Rental Rules and Regulations may lead to losing portions and/or all of my rental deposit and fees, which in some cases may exceed the rental deposit amount. I further understand that if I delegate my applicant responsibilities to other members or service agencies for which I have contracted, I still have the ultimate responsibility of the facility during my rental.

It is further agreed that the applicant shall indemnify, defend, and hold harmless the City its officers, employees, and agents from any and all losses, costs, expenses, claims, litigation, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the applicant's use or occupancy of a facility or property controlled by the City, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, the City shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemics, epidemic, civil disturbance, acts of terrorism, regulation of public authority, inclement weather, the loss or unavailability of electrical power such as in a Public Safety Power Shutoff event, and other causes beyond their control. The undersigned waives any right of recovery against the City, including waiver of incidental and/or consequential damages, and the undersigned shall not charge or seek recovery for damages resulting from "acts of God" or Force Majeure Events from or against the City, its officers, employees, or agents.

Applicant Name: _____ Signature: _____ Date: _____

FACILITY RENTAL RULES AND REGULATIONS

By signing the Facility Rental Application, you are signing that you have read and understand all information contained herein, which constitutes a contract between you and the City of American Canyon (City). The following rental policies outline the conditions for use of the City facilities. All City facilities are governed by these general rules, in addition to specific conditions for each facility.

- 1. Rental Application and Requirements** – Facility rentals are accepted on a first-come, first-served basis and will only be accepted with a completed Rental Application and a refundable deposit fee. American Canyon residents may reserve facilities up to one (1) year in advance of their rental date; nonresidents may reserve up to six (6) months in advance of their rental date. Applicants must be at least 18 years of age. American Canyon residents must provide valid proof of residency (i.e., California I.D. or utility bill in the applicant's name) to qualify for the resident rate. All other facility rental forms (including insurance and ABC license), and fees are due and to be paid in full thirty (30) days before the facility rental date. Applicants who fail to meet these requirements may result in their facility rental being canceled and a refund may not be issued, including withholding the refundable deposit. Facility rentals are not permitted to go beyond 10:00 p.m. daily; applicants are required to clean up and vacate the facility by 10:00 p.m.
- 2. Rental Contact Requirements** - All contact regarding the rental fees, insurance, and on-site coordination will only be arranged with the original applicant. If the original applicant is unavailable for the facility rental coordination on the day of the facility rental, the applicant must designate an alternate person to assume this responsibility in advance of the facility rental and inform the city in writing. Applicants will be required to meet with City staff thirty (30) days before the facility rental date to review the facility layout, review rules and regulations, and submit required signed documents.
- 3. Nonprofit Groups** – Nonprofit organizations are required to provide evidence of their approved State of California nonprofit 501(c)(3) status to qualify for the nonprofit facility rental rate.
- 4. Facility Attendance** – Applicants are required to abide by the maximum capacity limits for their facility rental. Failure to comply with these requirements on the day of the event may result in the cancellation of the rental, and no refund will be issued. Additionally, incidental fees may be incurred.
- 5. Refundable Deposit** – The Refundable Deposit is due at the time of submitting the Facility Rental Application to secure a facility rental with the City of American Canyon. This deposit serves as a security measure to ensure compliance with the City's Facility Rules and Regulations and cover any potential damage. If necessary, the deposit may be withheld at any time. Should the deposit be insufficient to cover the damages, the applicant will be billed for the remaining balance, which must be paid within 72 hours of receiving the invoice. Refunds will be processed two weeks after the rental concludes, provided all rental guidelines are followed and no damage is found, and may take up to 45 days to receive. In the event of rule violation or damage, the deposit may be partially or fully withheld to cover the associated costs.
- 6. Facility Rental Fees** – Facility rental fees are fixed hourly rental fees that are set by the City of American Canyon. Facility rentals are booked in full-hour increments and must include setup, event time, and cleanup; there is a 3-hour minimum on all facility rentals with the city. Facility rental fees will be required to be paid in full thirty (30) days before the rental date; failure to pay the facility rental fees as outlined within these rules and regulations may result in the facility rental being canceled, and the refundable deposit, including any fees paid, may be forfeited by the applicant and retained by the City.
- 7. Cancellation Fee:** In the event a facility must be canceled due to an emergency, a \$100 Cancellation Fee will be withheld from the refund at the discretion of the Parks and Recreation Director. This policy applies only to emergency situations, and a doctor's note or other appropriate documentation may be required for exceptions beyond the standard Facility Rental Cancellations guidelines as outlined below.

8. Facility Rental Cancellations – The deposit will be refunded, minus the Cancellation Fee, for facility rentals canceled seven (7) business days after booking and securing the rental date. The following schedule will be used to determine the City's cancellation process for facility rental refunds:

- **From Date of Booking to Thirty-One (31) Days Before the Rental Date:** The refundable deposit will be forfeited, and 50% of any rental fees paid to the City will not be refunded.
- **Thirty (30) Days or Less Before the Rental Date:** All paid rental fees to the City, including the refundable deposit, will not be refunded.

City facilities may be closed at any time, with or without notice, this includes closures due to inclement weather. City staff will make every effort to contact the applicant ahead of time of any facility closures that may affect the rental date. If a closure occurs and a facility rental is canceled on behalf of the city, a refund credit will be applied to the applicant's household. This credit may be used for any Parks and Recreation program, service, or rental in the future.

9. Permit Changes – All facility rental changes must be made in writing to City staff. Changes made less than thirty (30) days before the rental date and resulting in additional fees will be required to be paid in full by the applicant at the time of making the change. If the applicant fails to make this payment, the changes will not be granted, and the rental will not be altered. All facility rental fees are due and are to be paid in full thirty (30) days before the facility rental date. Failure to pay the rental balance in full thirty (30) days before the rental date may result in the facility rental being canceled and a refund may not be issued, including withholding the refundable deposit. It is the applicant's responsibility to check and verify their facility rental permit to ensure that all facility rental details are accurate and correct. Corrections must be addressed with City staff in writing before the rental date to ensure the permit reflects the facility rental. Changes made on the day of the rental will need to be addressed with City staff on duty and will be documented on a facility rental sheet; the applicant will be required to sign off on these additional changes. These changes will be reviewed by City staff on the following Monday, and the applicant will be assessed the appropriate rental fees to reflect the changes to the facility rental. These fees may be deducted from the refundable deposit, and/or the applicant may be billed separately if the deposit is not sufficient to cover the balance.

10. Facility Rental Onsite Appointments – Facility Rentals receive one (1) thirty (30) minute onsite appointment walkthrough at the rented facility location. Applicants are required to schedule their one (1) time courtesy appointment with City staff; appointments are scheduled on a first-come, first-serve basis. City staff will open the facility at the specified time per the agreed-upon scheduled appointment. Appointments start at the designated scheduled start time and will end at the designated end time; appointments will not be rescheduled on the day of the appointment due to late arrivals by the applicant, vendor, and/or family. Applicants are responsible for rescheduling and/or canceling their appointments by contacting City staff 48 hours before their scheduled appointment. Appointments that exceed thirty (30) minutes will be subjected to an additional appointment charge of \$50 for every thirty (30) minutes; a minimum of thirty (30) minutes will be charged. Applicants are encouraged to ensure that vendors and/or family members attend this scheduled appointment. Applicants will be charged \$50 for any additional thirty (30) minute appointments after the first courteous rental appointment.

11. City staff on duty during rental- City staff will be on duty during all approved use of City facilities. City staff is not available for loading/unloading supplies, waiting tables, serving, moving rented furniture or equipment, and/or assisting with the applicant's portion of the cleanup.

12. Adhering to the time scheduled on the permit - The time stated on the application form for the rental will be strictly enforced. If the applicant does not use full-time as stated on their application, there will be no refunds given or funds transferred. The rental period must include all the time necessary for setup and

cleanup for the rental, and the time must be consecutive. All facility usage is based upon space availability and is limited to specific rental periods. City staff will set up tables and chairs unless other arrangements have been approved by the city. The City must receive a written floor plan a minimum of thirty (30) days before the rental date. Otherwise, a standard room setup will be provided. The facility will not be open before the stated rental time for any renter, caterers, bands, decorators, etc. participating in a rental activity, nor can items be stored overnight in a city facility before or after any rental activity.

- 13. Cleaning requirements** – City staff are responsible for the setup and takedown of City tables, chairs, and equipment. Applicants will be responsible for the removal and/or disposal of food, beverages, paper goods, decorations, signage, equipment, furniture, and personal items once the rental has concluded. The city will not authorize the overnight storage of any personal items or equipment or be responsible for any items left behind. All rental trash is to be properly bagged and placed in the designated trash receptacles. Applicants will be required to notify City staff immediately of any large spills within the facility(ies) that are rented per this agreement. Applicants are responsible for ensuring that DJs, caterers, decorators, etc. adhere to the City's cleaning requirements and exit the facility by the rental end time. Failure to adhere to the City cleaning requirements could result in the forfeit of the entire facility rental deposit, and /or the applicant may be billed separately if the deposit is not sufficient to cover the additional balance.
- 14. Condition of the facility** – The applicant acknowledges that the facility will be made available in an as-is condition and the City undertakes no obligation to make improvements or changes to their existing conditions. City staff will check the condition of the facility with the applicant before the start of the rental and before their departure to determine if additional damage, cleaning, or overtime use has occurred. City staff will document any issues during the total length of the rental including but not limited to setup, event time, and cleanup. This on-site evaluation is only one means of evaluating the return of the rental deposit; however, additional charges may be imposed for damages or cleanup not identified on the evaluation form if additional items are identified after the applicant has left the facility. It is the responsibility of City staff to enforce facility use regulations and prevent abuse of any facility or facility use privileges, including but not limited to, requesting police department assistance to stop the service of alcoholic beverages, remove disruptive individuals, and/or to clear the facility and cancel the rental. In the case of such cancellation of a facility rental, no rental fees will be refunded or transferred, including withholding the refundable deposit. For more information about the refundable deposit, please refer to Section 5 of this Agreement, titled "Refundable Deposit."
- 15. Liability** - The applicant is financially responsible and accountable for any and all accidents or injuries to persons or property resulting from your use of City facilities. The applicant is responsible for knowing and understanding all rules and regulations governing City facilities. The applicant shall also be responsible for the control and supervision of all people in attendance during the usage of the facility and shall take care to see that no damage is done to the facility and that everyone conducts himself or herself in an orderly manner. Minors must be supervised at all times during the facility rental, this includes setup and cleanup. The city will not be held responsible for unsupervised minors. If facility damage, inappropriate behavior of a rental group, or exceeding capacity levels occurs at any rental activity, the rental may be shut down, a refund may not be issued including withholding the refundable deposit, and further use of City facilities by the applicant or group may be denied.
- 16. Compliance with all applicable law, rules, and regulations** – The applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all Applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The City reserves the right to immediately revoke an applicant's right to use the facility under this agreement should the applicant fail to comply

with any provisions of this section.

17. Group Picnic Rentals: *(Only applicable to these types of rentals)*

- a. **Inclement Weather and Poor Air Quality:** Inclement weather is defined as conditions such as heavy rain, thunderstorms, high winds, snow, sleet, hail, extreme cold or heat, as well as any weather phenomenon that poses a risk to the safety and comfort of the applicant and their guests. Additionally, a facility rental may be canceled if the Air Quality Index (AQI) reaches a reading of 151 or above, indicating unhealthy air quality. These measures ensure the safety and well-being of all participants and attendees, and the city will make every effort to notify the applicant as soon as possible.

Should the applicant need to cancel their facility rental due to inclement weather or poor air quality, they are required to contact the Parks and Recreation Department 24 hours before their facility rental. City staff will review the request based on information from the National Weather Service and AirNow. If the request is approved, applicants may receive a refund or a credit to their household account for any facility rental canceled due to inclement weather or poor air quality.

- b. **Jumpers and Bounce Houses:** Applicants are required to go through the City's preferred vendor list for jumpers and bounce houses. The city-approved bounce house or jumper vendors have been vetted by City staff and meet the City insurance requirements. Separate rental fees may apply to the vendor at the time of making the rental.

18. For Pool Rentals: *(Only applicable to these types of rentals)*

- a. The applicant and their guests are required to always wear proper swimming attire while swimming in a city aquatic facility.
- b. Swimming will not be permitted unless there is a designated City Lifeguard on duty. The applicant and their guests will not be permitted into the facility before the start time stated on the facility rental permit and will be required to exit the facility per the end time stated on the permit. Additional facility rental use outside the permitted time will be billed to the applicant and rounded up to the nearest hour.
- c. Applicants and their guests who are experiencing a contagious or communicable disease shall not be permitted to utilize any City facility including, but not limited to entering the aquatics facility or water.

19. Facility Restrooms & Keys – Depending on the nature of the rental, applicants may be required to have a portable restroom(s). The number of restrooms required is determined by City staff and based on the type of rental, duration, and attendance. The City of American Canyon will arrange the portable restrooms through a verified vendor, and applicants will be charged directly for this service. Restrooms will be delivered before the rental date and secured with a city lock.

Applicants must pay a \$50 Refundable Key Deposit, which must be paid before picking up the key. The key may be picked up one business day before the event date. The deposit will be refunded if the lock and key are returned to the Parks and Recreation Department the following business day during office hours. Failure to return these items will result in the forfeiture of the deposit.

20. Insurance Requirements – Applicants must purchase event insurance through the City's third-party provider at Market Rate. Depending on the nature of the event, additional coverage, such as liquor liability for events serving alcohol, will be required. Insurance premiums may vary based on factors including the type of event, activity, number of guests, and event duration. Applicants reserving dates for the next calendar year may be subjected to increased insurance premiums if premiums

are raised through our carrier. Applicants are responsible for any additional fee increases.

Nonprofit organizations and businesses may provide Commercial General Liability Insurance. They must procure and maintain coverage, for the entire use period, that is at least as broad as Insurance Services Office Form CG 00 01, with limits of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include unamended contractual liability, and any endorsement restricting standard ISO "insured contract" language will not be accepted. If alcohol is sold during the permitted activity, coverage must include full liquor liability.

- a. Such insurance shall name the City, its officers, employees, agents, and volunteers as additional insureds before the use of the facility. The applicant shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days' notice to the City of cancellation or any change of coverage limits. If a copy of the insurance certificate is not on file before the event, the City may deny access to the facility, the facility rental may be canceled, and a refund may not be issued.
- b. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- c. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. If the applicant maintains higher limits than the minimum shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the applicant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

21. Indemnification – Applicant assumes complete financial responsibility for the event and any damages to persons or property arising out of or in connection with the event. Applicants shall indemnify, defend, and hold harmless the City of American Canyon, its officers, employees, and agents from any and all losses, costs, expenses, claims, litigation, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the applicant's use or occupancy of a facility or property controlled by the City of American Canyon unless solely caused by the gross negligence or willful misconduct of City of American Canyon, its officers, employees, or agents.

22. Alcohol - Alcoholic beverages may be consumed within a city facility with an approved Certificate of Insurance and Scheduled Endorsement including Liquor Liability. Alcoholic beverages may not be sold or consumed at any officially designated youth facility rental. The serving or selling of alcoholic beverages remains at the discretion of the City. In rentals where alcohol will be sold or consumed, the city requires the applicant to purchase an additional permit from the Department of Alcoholic Beverage Control (ABC). A copy of the ABC-issued permit must be turned into the City thirty (30) days before the facility rental date and posted near the bar in a visible location during the entire facility rental. In addition, the city is not responsible for any such violations by the lessee of the ABC permit or the law with respect to alcohol. The lessee shall name the City as additionally insured under the lessee's Comprehensive General Liability insurance policy and Scheduled Endorsement. The city may limit the number of hours that alcoholic beverages can be served during the facility rental. The serving and selling of alcoholic beverages must end at least 30 minutes before the end of the event time. At any time during your facility rental, City staff has the authority to discontinue the consumption, sale, or

serving of alcoholic beverages.

Alcohol consumption by a minor will not be tolerated. The applicant understands that if alcohol is served to minors, City staff may cancel the facility rental and/or request assistance from the American Canyon Police Department. In such an event, the applicant may be held responsible for the illegal distribution of alcohol, a refund may not be issued, including the forfeit of the refundable deposit.

23. Selling of food and beverages – For facility rentals where food and beverages will be sold, the city may require the applicant to purchase an additional temporary food permit from the Napa County Public Health Department. A copy of the issued temporary food permit must be submitted to the City thirty (30) days before the rental date.

24. Security Requirements – The City reserves the right to require security for specific facility rentals. The security staff will take direction from City staff. Security officers are responsible for the safety and security of the facility, City staff, and facility rental participants. The following are basic guidelines for assigning security officers at facility rentals and are set at the discretion of City staff:

- 0-100 in attendance Up to two (2) officers
- 101-200 in attendance Two (2) officers
- 201-300 in attendance Three (3) officers
- 301-400 in attendance Four (4) officers
- 401-500 in attendance Five (5) officers

25. General Safety Guidelines – The Applicant is responsible for the conduct of their guest and the overall oversight of the facility rental. Facility rental guests are not permitted to be left unattended; minors 12 years and under, are required to be supervised by an adult chaperon throughout the duration of the facility rental. Children may not be left unsupervised at any time while utilizing a city facility. The applicant and their guests will be required to follow reasonable verbal directions from City staff and posted facility rules and regulations. Failure to comply may result in the facility rental being canceled, a refund may not be issued, including the forfeit of the refundable deposit.

26. Smoking - It shall be unlawful to smoke or in any other way engage in the use of tobacco or tobacco-like products of any kind or description and in any form, on any property owned and/or operated by the City, including any buildings, historic sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any City parklands, open spaces, sports fields, swimming pools, snack bars, parking lots, sidewalks, or trails, unless in a place designated and posted or temporarily permitted for such use. Smoke, mist or fog machines, haze, or vapor-type devices are prohibited in all City facilities.

27. Decorations and Setup - Adhesives, nails, screws, pins, or staples on facility walls are prohibited. Taping of City facility chairs and/or tables is prohibited. City tables must be covered before rental usage. Decorative materials may not be attached to light fixtures and must be completely removed from the facility at the conclusion of the activity. Confetti, glitter, sequins, rice, birdseed, straight pins on, the carpet, and/or sparklers are prohibited in any City facility. Birthday candles, ceremonial flames and/or ceremony candles need prior approval from City staff. If balloons are utilized for decorations, they must be weighted down and not be released intentionally to float to the ceiling areas and/or released outside City facilities. Pinatas are permitted, provided that the applicant ensures full clean-up of any mess created. All decorative materials must be fireproof and/or flame retardant. At no time shall exits or facility signage be obstructed by decorations or rental equipment.

28. Event Tents: Applicants are required to indicate on their application if they plan to have additional event tents at their event. Standard 10x10 tents are permitted; however, any tents larger than this must be reviewed and approved by the city at least 30 days prior to the event. Additional requirements and permits may apply to tents exceeding the 10x10 size. Furthermore, all tents must be securely

weighed down with sandbag weights; staking them into the ground or using buckets filled with water is not permitted.

- 29. Vendors:** Applicants must submit a detailed vendor list to the City of American Canyon for review and approval 30 days prior to the event date. All vendors are required to have a valid business license, and food vendors must obtain a Health Permit issued by the Napa County Health Department to operate within city limits. The applicant will be required to purchase additional insurance through the City's third-party vendor to cover the cost of their vendors – this additional fee will be based on the event and the activity and pay a nonrefundable Vendor Fee of \$52.00 for American Canyon residents and \$60.00 for non-residents. Unauthorized vendors are not permitted on City property; violators will be asked to leave, and the facility rental may be canceled without a refund.

Furthermore, all vendors, including food vendors, are responsible for packing in and out their supplies and trash, including grease. If a vendor is found to be in violation of these requirements, the applicant will be held responsible for any consequences and cleanup costs, which will be deducted from the refundable deposit. Additional fees may also be incurred beyond the refundable deposit.

- 30. Music/Audio** – Facility rentals will be required to restrict music and noise levels to not exceed 60 decibels. Amplified music will be restricted to the interior of the facility with noise exposure outside not to exceed 60 decibels at the facility boundary. At the discretion of City staff, outdoor music may be amplified.
- 31. Lighting** - Strobe, rotating, flashing, and/or up lights are permitted in City facilities. Smoke, mist or fog machines, haze, or vapor-type devices are prohibited in all City facilities. The rental facilities have automatic smoke detectors, which are monitored by the American Canyon Fire District. Applicants in violation of this regulation will be financially responsible for all charges levied by the Fire District for a response call. Mist machines are prohibited due to their potential for damaging floor surfaces and creating a safety hazard for guests.
- 32. Drone Videography and Photography** – To protect the health and safety of our program participants, recreational drones, model airplanes, and any other unmanned aerial vehicles or systems are not permitted on any property owned and/or operated by the City, including any buildings, historical sites or structures, restrooms, grandstands, stadiums, bleachers, amphitheaters, covered arenas, picnic sites, other similar places or assembly, also in any City parklands, open spaces, sports fields, swimming pools, parking lots, sidewalks, or trails.
- 33. Holidays** – City facilities are closed on specific City holidays and will not be available for rent.
- 34. Additional Incident Fee** - Excessive cleaning performed by any City beyond the normal facility rental cleaning requirements or minor facility repairs following a rental activity will result in a minimum cleaning fee of \$100 per incident. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 35. Additional Staff Charges** –Applicants and vendors will be given 15 minutes after the specified end time listed on the permit to exit the facility. In the event the rental exceeds the permitted rental time, the applicant will be charged up to \$50 per additional hour; a minimum of one (1) hour will be charged. Any amount for these services shall be deducted from the rental deposit, or in the event of an insufficient deposit balance, shall be a separate obligation of the applicant.
- 36. Violation of these policies** - A fee for liquidated damages of two times the amount of the deposit, will be imposed for violation of any facility rental regulation or misrepresentation of material information in the rental application, including but not limited to, misrepresenting the type of activity or sponsoring organization, misrepresenting residency of the applicant, exceeding the capacity of the facility,

misrepresenting if alcohol will be served or sold, or misrepresenting the number or age group of participants/guests. This fee will be imposed regardless of actual damage to the facility or increased cost incurred by the City in supervising the activity and is in addition to any such costs, which will be withheld from the deposit amount.

- 37. Denial of Rental Application** – At any time, the City may deny the use or the rental of a City facility for any reason, including but not limited to rentals by individuals or organizations that have used City facilities in the past where problems have occurred, where facility rental application information was misrepresented or inaccurate, such use would jeopardize the health and safety of our City staff and/or guest and community members, etc.

Applicant Name: _____ **Signature:** _____ **Date:** _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AMERICAN
CANYON APPROVING INFLATABLE PLAY EQUIPMENT POLICY AND SETTING AN INFLATABLE PLAY
EQUIPMENT PERMIT FEE AND AN INFLATABLE PLAY EQUIPMENT VENDOR LICENSE FEE**

WHEREAS, the City of American Canyon owns and manages parks throughout the community for the enjoyment and health of City residents; and

WHEREAS, there are several picnic areas within the City of American Canyon Parks that can be reserved for families and groups for a fee; and

WHEREAS, Inflatable Play Equipment (Bounce Houses) are often accompanied with picnic area rentals as a form of fun and entertainment; and

WHEREAS, it is necessary to identify rules and responsibilities for use of Inflatable Play Equipment for private use in City parks and facilities for both users and vendors for risk management purposes; and

WHEREAS, the Parks and Recreation Department's Inflatable Play Equipment Policy includes rules and responsibilities for both users and vendors, processes, and fees for the use of Inflatable Play Equipment in City parks and facilities,

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

1. Approves the Parks and Recreation Department's Inflatable Play Equipment Policy; and
2. Sets the fee for Inflatable Play Equipment Permits for users at \$25 per use for the first piece of equipment and \$10 per use for each additional piece of equipment; and
3. Sets the fee for the Inflatable Play Equipment License for vendors at \$50 per annum with no pro-ration; and
4. Identifies January 5, 2015 as the effective date for both the implementation of the Inflatable Play Equipment Policy, Inflatable Play Equipment Permits and Inflatable Play Equipment Licenses.

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council on the 18th day of November 2014, by the following vote:

MAYOR GARCIA:

VICE MAYOR RAMOS:

COUNCIL MEMBER BENNETT:

COUNCIL MEMBER JOSEPH:

COUNCIL MEMBER LEARY:

Yes
Yes
Yes
Yes
Yes

ATTEST:



Rebekah Barr, MMC, City Clerk



Leon Garcia, Mayor

APPROVED AS TO FORM:



William D. Ross, City Attorney

	Department Policy	
	Inflatable Play Equipment Policy	PCS/OSAC Review Date: 10/9/2014
	Date: 11/20/2014	Approval Signature: 

1. Purpose and Scope

The purpose of this policy is to identify a process for the acquisition, placement, oversight and use of inflatable play equipment in City Parks by residents for private use. This policy is not intended to directly regulate the City's use of Inflatable Play Equipment for events and programs it offers, however, the City will comply with the relevant provisions when applicable. Through the policy implementation both renters (users) and vendors will be notified and have to sign that they understand their responsibilities.

Policy does not address other prohibited equipment. The following play equipment are prohibited: Combative activities (e.g. wrestling, boxing, jousting), equipment that uses water (e.g. dunk tanks, water slides, slip-n-slides), equipment that is not self-contained (e.g. twister with no side walls), and equipment that attaches a player to another player via bungee cords. The City, in its discretion, may disallow inflatable play equipment not listed here.

2. Policy

Renters of City of American Canyon park picnic areas who wish to have a piece of inflatable play equipment must sign the Permittee Waiver. *No inflatable play equipment is allowed in city parks or facilities unless it complies with this policy. Park users who use such equipment without obtaining proper permits, pursuant to this policy, will be asked to remove the equipment.*

Only Inflatable Play Equipment Vendors that are licensed by the City of American Canyon are allowed to provide such services in City Parks. The licensing process is outlined in Section 3 of this policy. The City makes no endorsement or representations regarding the Licensed Vendors other than that they have provided evidence of insurance to the City. All rentals of equipment are at Permittee's own risk. If the equipment requires electricity for the functioning of any part of the equipment, a gasoline-operated generator must be provided by the permittee and set up/used according to manufacturer's instructions will be necessary.

A permit may be revoked at any time due to non-compliance, or if the use of the equipment is deemed unsafe. The City does not provide inspection, installation of equipment nor supervision for use

Inflatable play equipment permit must be completed (all necessary information and payment from permittee and vendor) no fewer than 7 days prior to planned use.

Inflatable Play Equipment Vendors must adhere to terms identified in this policy and complete the license process before allowed to operate in City Parks.

Renters are responsible for permit fee. The fee for issuing an Inflatable Play Equipment permit shall be \$25 for the first piece of equipment and \$10 for each subsequent piece of equipment.

Vendors are responsible for vendor license fee. The fee for issuing an Inflatable Play Equipment Vendor License shall be \$50 per calendar year, there will be no proration. Renewals will occur in January of each year. Fee may be paid and licenses obtained at the American Canyon Parks and Recreation Office.

3. Permittee Rules for Inflatable Play Equipment in Parks

- Vendors must have a City business license.
- Only licensed vendors can supply inflatable play equipment in City Parks.
- Only licensed vendors may set-up and take down inflatable play equipment.
- There is no power at any picnic shelter; permittees are responsible for coordinating generators from vendors. Generators must be placed at least twenty (20) feet from dry grass or other flammable materials. And used with required ventilation requirements.
- Inflatable play equipment are only allowed in designated areas.
- Play equipment must be free standing, yet anchored or sufficiently weighted down per manufacturer's instructions. Stakes shall comply with manufacturer's/insurance carrier's recommendations. Inflatable play equipment shall not be tied or tethered to trees, tables or other park amenities.
- All inflatable play equipment users must follow rules and guidelines provided by licensed vendor and manufacturer including provisions regarding use in windy and other weather conditions. Vendors and users must be aware of wind/heat limits and not use inflatable play equipment if conditions exceed manufacturer's recommendations.
- Permittee must supervise use of inflatable play equipment to safeguard participants, spectators and passersby. Only invited guests shall be allowed to use the inflatable play equipment. Weight limits and numbers of users must be monitored.
- Signs and barriers may only be placed in the park with written authorization from the Parks and Recreation Department. No signs or other items may be nailed or tacked to trees or other vegetation or structures.
- Vehicle access to the site is not guaranteed, vendor should be prepared to transport inflatable play equipment with hand carts. Vehicle access may only be gained by specific permission of the Parks and Recreation Department.

Inflatable Play Equipment Site Conditions

Site	Size	Location
Shenandoah Park Site A	20'x20'	Turf north of shelter
Shenandoah Park Site B	20'x20'	Ballfield turf or small turf south east of shelter
Silver Oak Park	20'x70'	Turf west of picnic area
Community Park 1	20'x70'	Turf around picnic area
Gadwall Park	20'x20'	Flat turf east of playground
Main Street Park	20'x70'	Basin bottom near shelters

Via Bellagio Park	20'x20'	Turf north of picnic area
Community Center Gym	20'x70'	Anywhere on the floor

4. Process for having Inflatable Play Equipment at a City of American Canyon Park

1. Gain a picnic area reservation with the Parks and Recreation Department using the procedures listed on the website.
 - a. Understand what sizes of equipment are allowed at each site and where the equipment is allowed.
 - b. Obtain list of licensed vendors from Parks and Recreation staff.
2. Rent Inflatable Play Equipment from a licensed vendor.
3. Provide City with proof of rented Inflatable Play Equipment from a licensed vendor showing the equipment dimensions.
4. Pay Inflatable Play Equipment permit fees.
5. Complete the Inflatable Play Equipment Use Permit Waiver form.
6. Receive permit, take with you to reservation.
7. Have a great time!

Attachments:

1. Inflatable Play Equipment Vendor Agreement
2. Inflatable Play Equipment Permit Waiver





License Agreement for Providers of Inflatable Play Equipment

As Provider ("Vendor") of inflatable play equipment to users of City of American Canyon ("City") Vendor agrees to the following:

1. Vendor shall become familiar with the parks and park sites where inflatable play equipment is permitted, the type and size of equipment allowed in each site, the restrictions on types of play equipment, and shall inform customers of such restrictions.
2. Vendor shall adhere to the City's requirements for type and size for each site.
3. Vendor shall inform customers that they need to reserve a City picnic site that allows inflatable play equipment use and that they must obtain an Inflatable Play Equipment Use Permit by the City Parks and Recreation Department at (707) 648-7275.
4. Vendor shall provide generators that are quiet rated at 68dB or less (generators should be CARB approved), that are equipped with spark arrestors for sites without electricity and ensure that generators are placed at least twenty (20) feet from any dry grass or other flammable materials. At no time will generators be used in enclosed space.
5. Vendor shall follow manufacturer's guidelines for safe setup, take down, and use of equipment and inform customers of manufacturer's safe use guidelines including provisions regarding use in windy and other weather conditions. Vendors and users must be aware of wind/heat limits and not use inflatable play equipment if conditions exceed manufacturer's recommendations.
6. Vendor asserts that all utilized equipment is in good operating condition and undergoes periodic documented inspections.
7. Vendor shall provide entire setup and take down of any rented equipment. Customers must not be requested or permitted to participate in the setup or take down of equipment.
8. Vendor shall provide only play equipment that is free standing, yet anchored to ground or weighted. If anchored with stakes, they shall comply with manufacturer's/insurance carrier's recommendations. Equipment may not be tied or tethered to trees, tables or other park amenities.

9. Vendor shall abide by all rules and regulations governing use of the City Parks.
10. Vendor shall treat customers, other park users and park staff courteously and respectfully.
11. Vehicle access to the site is not guaranteed and vendor should be prepared to use handcarts or other means of hauling equipment to the site.
12. Vendor shall remove all equipment on the day of rental. No equipment shall be left in the park overnight.
13. Vendor shall be responsible for any and all damage caused by setup, take down, and use of its equipment. Damage to parks infrastructure may be grounds for revocation of license.
14. The City shall not be responsible for any damage to Vendor's property and equipment no matter the cause.
15. In consideration of City's permission to utilize City property and facilities, Vendor agrees to defend, indemnify and hold harmless, City, its officers, employees and agents from any and all liabilities, claims, expenses (including attorney's fees) demands, suits or costs of whatever nature for injuries to, or illness or death of any person(s) or for loss or damage to property (including City property) arising out or caused by the presence of, use, delivery, set-up, and removal of Vendor's equipment in City's parks and facilities.

Vendor shall provide City with evidence of General Liability Insurance coverage in an amount not less than one million dollars (\$1,000,000) for bodily injury and property damage each occurrence. Evidence of Automobile Liability Insurance for vehicles used in connection with this Agreement in an amount not less than (\$1,000,000) must also be provided.

The following two conditions are required and must be included in the Certificate of Insurance for the General Liability and Automobile Liability insurance policies:

a. List as Certificate Holder:

City of American Canyon, Attn: Parks and Recreation Director
100 Benton Way
American Canyon, CA 94503

b. Additional Insured Endorsement which contains the following language:

"The City of American Canyon, its officers, employees, and agents are named as an additional insured with respect to liability arising out of inflatable play equipment rental by park users, to be used in the parks. This insurance shall be primary and a waiver of subrogation shall apply."

17. It is Vendor's responsibility to maintain insurance requirements throughout the policy term, as well as provide proof of current liability insurance coverage at each renewal. A lapse in

coverage, failure to provide a current certificate, or insufficient policy limits, are grounds for removal from the licensed vendor list.

16. Vendor further agrees that Inflatable Play Equipment Vendor License is conditional upon adhering to the terms and conditions of this Agreement and may be revoked by the City at any time if any of these conditions are not met.

I have read the Inflatable Play Equipment Vendor Agreement and understand that this Agreement is legally binding upon me upon approval by the City of American Canyon of my status as a Licensed Vendor. I represent that I am authorized to enter into this Agreement on behalf of my company and myself. I request that our company be issued a license for the rental of inflatable play equipment to customers of City of American Canyon.

Representative's Name

Representative's Signature & Title

Date: _____

Company Name: _____

Phone: _____

Address: _____

E-mail : _____

City/State/Zip: _____

Company Web Site Address: _____

Return this form to:

City of American Canyon
Parks and Recreation Department
100 Benton Way

American Canyon, CA 94503

or

FAX to (707) 647-4571

For questions, please call (707) 648-7275

For Office Use Only

Request Received _____ (date)

Cert. of Ins. Received _____ (date)

License issued by:

Name: _____

Issue Date: _____ (date)

Confirmation Sent: _____ (date)



TITLE

Napa County Animal Shelter Contract

RECOMMENDATION

Adopt a Resolution authorizing City Manager to enter into a Professional Services Agreement with Napa County for Animal Shelter Services through June 30, 2031.

CONTACT

Juan Gomez, Assistant City Manager

BACKGROUND & ANALYSIS

Napa County currently operates the Napa County Animal Shelter and Adoption Center. The Shelter provides for the sanitary and humane treatment and care of animals. On October 6, 2009, the City entered into Agreement No. 7298/2009-108 with Napa County establishing a direct allocation funding mechanism whereby the City and other jurisdictions (Napa, Napa County, and Yountville) pay for costs associated with accepting and providing care, shelter, and other services for those animals brought to the Animal Shelter.

In July 2019, the City and County terminated Agreement No. 7298/2009-108 and redefined the terms and conditions of services under a new Agreement No. 200021B/2091-97 (Attachment 1). The 2019 Agreement had a three year term (July 1, 2019 until June 30, 2022) and provided for automatic renewal for an additional three-year term (July 1, 2022 - June 30, 2025). A one-year extension was entered into in June 2025, extending the term to June 30, 2026.

The Agreement provides for Organizational Controls whereby annual meetings are held for the purposes of establishing priorities, allocating fiscal, human and other resources, and analyzing critical elements of the Animal Shelter operations for the subsequent fiscal year. Representatives from the City will also participate in quarterly meetings to discuss any operational issues, working in a collaborative manner to resolve those issues.

Alternative

Currently, Napa County is the sole public provider for Animal Shelter Services in Napa County. An alternative to the recommended action is to terminate the Agreement pursuant to paragraphs eight (8) and nine (9). The City Council would then have to decide whether the City should take on this

responsibility or forgo providing these services altogether.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

Organizational Effectiveness: "Deliver exemplary government services."

FISCAL IMPACT

The Total Cost in Year 1 of the contract is \$481,809 and is included in the upcoming proposed Fiscal Year 2026-27 General Fund Budget. Subsequent contract years will be included in future budgets, subject to City Council adoption.

ENVIRONMENTAL REVIEW

The Recommended Action will result in the continued funding of an existing facility. No physical changes are envisioned as part of the new Agreement and as a result the Recommended Action is not a project as defined in Section 15378(b)(4) of the California Environmental Quality Act guidelines.

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [Resolution - Animal Shelter](#)
2. [American Cayon Animal Shelter Agreement](#)
3. [Animal Shelter FY27 Budget Presentation](#)

RESOLUTION NO. 2026-_____

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AGREEMENT WITH NAPA COUNTY FOR ANIMAL SHELTER SERVICES
THROUGH JUNE 30, 2031**

WHEREAS, the City of American Canyon entered into an agreement with Napa County on October 3, 2009, to provide animal shelter services; and

WHEREAS, the agreement was for a three-year term, with automatic renewals for an additional three-years and the agreement expired June 30, 2025; and

WHEREAS, amendment #1 was entered to in June 2025 extending the agreement to June 30, 2026; and

WHEREAS, Napa County operates an animal shelter to accept, provide care, shelter and other services for those animals brought to the shelter by American Canyon residents; and

WHEREAS, funding for Year one of the agreement (\$481,809) will be incorporated in the upcoming FY 2026/27 General Fund budget; and

WHEREAS, funding for subsequent years of the agreement will be incorporated in future General Fund budgets, contingent on City Council budget adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of American Canyon authorizes the City Manager to enter into an agreement with Napa County for animal shelter services through June 30, 2031.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Geilfuss, CMC, City Clerk

Teresa Highsmith, City Attorney

NAPA COUNTY AGREEMENT NO. 260319B

ANIMAL SHELTER SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of _____, 20____, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and the City of American Canyon, a municipal corporation of the State of California herein referred to as “City.”

RECITALS

- A. Under the authority of Government Code Section 25802 and County Code Section 6.04.210, County currently operates the Napa County Animal Shelter and Adoption Center at 942 Hartle Court, Napa, CA 94559 (“Animal Shelter”) to provide for the sanitary and humane treatment, care, and adoption of animals.
- B. Under the terms set forth in a separate agreement, the City contracts with the Napa County Sheriff Department for law enforcement services which includes provision of animal-related field services by the Napa County Sheriff’s Office within City jurisdictional boundaries.
- C. On October 6, 2009, County and City entered into Napa County Agreement No. 7298, effective July 1, 2009 (“2009 Agreement”), which established an equitable funding mechanism whereby City and other participating municipalities located in Napa County pay County for costs associated with County agreeing to accept and provide care, shelter, and other services for those animals brought to the Animal Shelter from the City’s jurisdictional boundaries.
- D. On June 4, 2019, County and City entered into Napa County Agreement No. 200021B, effective July 1, 2019 (“2019 Agreement”), pursuant to which County agreed to accept and provide care, shelter, and other services for those animals brought to the Animal Shelter from the City’s jurisdictional boundaries.
- E. On June 3, 2025, County and City amended the 2019 Agreement to extend the term to June 30, 2026.
- F. Rather than further extend the 2019 Agreement, County and City mutually desire to enter into a new agreement for animal shelter services upon the terms and conditions set forth herein.

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. County shall provide City those services described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits.

1.2 Government Code Section 7550. Every document or report prepared by County for or under the direction of City pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of City exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on July 1, 2026 (“Effective Date”). This Agreement shall expire on the fifth anniversary of the Effective Date unless terminated earlier in accordance with this Article. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2.2 Termination for Convenience. Subject to Paragraph 3.2, this Agreement may be terminated by either party for any reason effective as of 11:59 P.M. on the last day of the then-current fiscal year by giving at least one hundred and eighty days (180) days prior written notice of such termination to the other party; provided, however, that no such termination may be effected by City unless an opportunity for consultation is provided prior to the effective date of the termination. City shall pay County for services provided before the effective date of termination.

2.4 Termination for Cause. If either party fails to fulfill in a timely and proper manner that party’s obligations under this Agreement or otherwise breaches this Agreement and fails to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving sixty (60) days prior written notice to the defaulting party in the manner set forth in Paragraph 9.2 (Notices).

2.4.1 Absence of Default. If after either party gives notice of termination for cause, it is determined that the other party was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for convenience under Paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. As compensation for the Services provided by County hereunder, City shall pay County and make contributions as set forth in Exhibit B attached hereto and incorporated herein by reference.

3.2 Annual Appropriation of Funds. County acknowledges that the term of this Agreement may extend over multiple City fiscal years, and that compensation under this Agreement is contingent on the City Council appropriating sufficient funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized for the future fiscal year, provided that thirty (30) days advance written notice is provided to County. City is not obligated to pay County, nor is County obligated to provide further services if sufficient funds have not been appropriated and authorized by the City Council.

ARTICLE IV – INSURANCE

4.1 Insurance. County has and shall maintain throughout the term of this Agreement, liability property coverage and casualty and excess liability policies to cover any first-party and third-party claims for damages by or against County resulting from the operation of the Animal Shelter. County maintains first-party property insurance coverage in the amount of six hundred million dollars (\$600,000,000) and that coverage is all risk of direct physical loss or damage, including flood, to cover any such potential damage to the Animal Shelter facility, excluding earthquake. The casualty and excess liability coverage limits are twenty-five million (\$25,000,000). City shall be named as additional insured for such policies relative to the performance of this Agreement. County shall maintain the above-mentioned insurance for the duration of this Agreement. County shall provide City proof of the insurance required by this subsection at least annually.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, County and City shall each defend at its own expense, indemnify, and hold harmless each other as well as their respective officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in

connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of that party or its officers, agents, employees, volunteers, consultants and subconsultants in providing services or obligations required of that party under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of each party. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

5.2 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.3 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – RESERVED

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. The parties shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by City and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. The parties shall provide each other with access to records which are reasonably necessary to review or audit compliance with the provisions of this Agreement. The parties shall cooperate to provide such access within a reasonable time after written request by either party, either by providing copies of the requested records or allowing the requesting party to inspect and photocopy the records at the place of business where the records are kept. The parties shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 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 address 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.

COUNTY

CITY

Napa County Public Works

City of American Canyon

RE: Animal Shelter
1195 Third Street, Suite 101
Napa, CA 94559

Attn: City Manager
4381 Broadway Street, Suite 201
American Canyon, CA 94503

9.3 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.3.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control.
Order of Precedence:

- 9.3.1 This Agreement.
- 9.3.2 The Exhibits to this Agreement.

9.4 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.5 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and City shall have the right to enforce any of the provisions of this Agreement.

9.6 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other

party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.7 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.8 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either 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. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.9 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.10 Governmental Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California or the powers of City as municipal corporations. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the parties in their governmental or regulatory capacities.

9.11 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 9.1 (Access to Records/Retention) and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.12 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.13 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. In particular, only County through its

Board of Supervisors, and City, through its City Manager, in the form of an amendment of this Agreement, may authorize extra and/or changed work if beyond the scope of services prescribed in Exhibit A.

9.14 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.15 No Assignments. Neither party may assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without the other party's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at the non-assigning party's sole discretion. In no event shall any putative assignment create a contractual relationship between the non-assignee and any putative assignee.

9.16 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.17 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.18 Counterparts. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

9.19 Authority to Contract. County and City each warrant that they are legally permitted and otherwise have the authority to enter into and perform this agreement.

9.20 Legal Status of Agreement as Non-Joint Powers Agreement. This Agreement shall not be considered for any purpose as a Joint Powers Agreement between County and City under Government Code Section 6500, et. seq. City authorizes County to perform all services under this Agreement pursuant to Government Code Section 51301.

9.21 City Ordinances. City shall adopt and maintain in full force and effect during the term of this Agreement an animal care ordinance substantially similar to the provisions found in Napa County Code Title 6 and other animal care ordinances and resolutions which may be adopted by the County's Board of Supervisors, as such provisions relate to the services provided under this Agreement and as may be revised from time to time. City shall be responsible for the validity of its rules, regulations, code, and ordinances including but not limited to any ordinances or codes incorporated by reference in City ordinances or code, and City shall defend, hold harmless, and indemnify County, its officers, agents and employees with respect to any claim or action challenging the validity of any City ordinance or with respect to any claim or action that any action was taken under an invalid City ordinance. Failure of City to comply with this requirement to maintain substantially similar ordinances may be cause for termination of this Agreement by County.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

CITY OF AMERICAN CANYON, a
municipal corporation

NAPA COUNTY, a political subdivision of
the State of California

By _____
JASON HOLLEY, City Manager

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

ATTEST:

TARESA GEILFUSS, City Clerk

APPROVED AS TO FORM:

Teresa Highsmith, City Attorney

APPROVED AS TO FORM Office of County Counsel By: <u>Sabrina S. Wolfson</u> Deputy County Counsel Date: <u>March 5, 2026</u>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT “A”

SCOPE OF SERVICES

1. GOALS AND OBJECTIVES

- A. Operate an Animal Shelter consistent with industry standards, to provide sanitary temporary habitation, physical and behavioral health, medical treatment, adoption, placement or other disposition of permissible stray, impounded, unwanted or surrendered domestic animals, livestock, and exotic pets that originate from within the jurisdictional boundaries of City.
- B. Provide a high level of customer service to the visitors at the Animal Shelter and the users of the Animal Shelter website.
- C. Advocate through community education and engagement for the general welfare of all animals and about responsible pet ownership, including practical measures for managing animal populations at-large through spay and neuter programs.
- D. Pursue collaborative partnerships with community welfare organizations such as Napa Humane, Friends of the Napa County Animal Shelter, and other local, regional, and state animal welfare organizations.
- E. Strive to maintain a high Live Release Rate and focus programs and objectives to sustain or increase the rate annually.
- F. Provide services in accordance with California Penal Code 597.1, California Food and Agriculture Code 32000 *et seq*, and sections 30503 and 31751.3, and all other state statutes and County ordinances governing animal shelters for care, physical and medical treatment, holding periods, placements, dispositions and record keeping.

2. SCOPE OF SERVICES

- A. **Animal Shelter Location and Hours of Operation.** County shall provide primary Animal Shelter services at its Animal Shelter located at 942 Hartle Court, Napa, California. County shall provide and maintain all facilities, infrastructure, and equipment necessary for operation of the Animal Shelter. County shall be responsible for the operation of its Animal Shelter and the care of animals on a twenty-four (24) hour basis. County, in its sole discretion, shall determine the days and hours of operation of the Animal Shelter. At the time of execution of this Agreement, the Animal Shelter is open to the public Tuesday through Sunday, 10:00 AM to 4:45 PM (closed for lunch from 12pm to 1pm) and closed on Mondays. County shall maintain public hours of operation to provide reasonable public access to the animals, to the extent possible, and consistent with County policies.
- B. **Acceptance of Animals.**
 - a. County shall accept at its Animal Shelter, all dogs, cats, and other small and large domestic animals delivered from within the jurisdictional boundaries of City; provided, however, that County is only obligated to accept such animals within

the structural and humane operating capacity of the Animal Shelter. Animal Shelter may limit owner-surrenders, intake of “community” / “feral” cats, intake of animals subject to legal holds, and intake of other animals if County Animal Shelter determines there are health, safety and/or animal welfare concerns.

- b. County shall accept deceased domestic and wild animals from the City. Live wild animals are not accepted.
- c. Animals, as used throughout this Agreement, refers to both alive and deceased domestic animals.

C. Animal Sheltering and Care. County shall render a spectrum of common animal shelter services, as operationally feasible and in a manner consistent with Chapter 6 of Napa County Code, including but not limited to the following:

- a. Conduct initial behavioral, physical and medical needs assessments, vaccinate, and seek appropriate veterinary care for every animal that is taken in by the Animal Shelter.
- b. Administer vaccinations and microchips, and effectuate the spaying and neutering of all dogs and cats transferred to the custody of the Animal Shelter for reasons other than temporary impounds or boards through the coordination of services with agencies and/or veterinarians licensed to perform such procedures.
- c. Accommodate impounded, stray, quarantined or temporarily boarded animals, as operationally feasible.
- d. Provide (through purchase, contract, or other means) animal care supplies, feed, and all other necessary provisions for operation of the Animal Shelter.
- e. Provide (through purchase, contract, or other means) shelter, food, water, and veterinary care, including emergency veterinary care in compliance with applicable State of California statutes and regulations and in accordance with generally recognized standards for the humane treatment of animals.
- f. Promote and coordinate animal adoptions via an application process through various outreach programs, events, and during public walk-in operating hours.
- g. Arrange for the alternative placement of animals that require specialized or otherwise inaccessible care, or to optimize adoption probability, to address space constraints at the Animal Shelter, or for other reasons deemed necessary by County.
- h. Perform humane euthanasia and disposal of remains at owner’s request or in accordance with Section 6.04.230 of the Napa County Code of Ordinances, using methods of euthanasia and drugs approved by the American Medical Association and staff that are trained in accordance with Section 2039 of the California Code of Regulations, Title 16, Division 20, Article 4.
- i. Maintain a volunteer/foster care program at the Animal Shelter to support animal enrichment, exercise, and socialization and to provide fostering/transitional care of animals between shelter and permanent homes.
- j. Take steps through its operating policies, codes, public fee structures, and partnerships to reduce the number of animals and their length of stay in the Animal Shelter, and may limit owner-surrenders and intake of “community” or

- “feral” cats, adjust fees, and incentivize community-based solutions to manage the population of sheltered animals consistent with the capacity of the facility.
- k. Control and care for animals subject to legal holds (those animals that are confiscated for neglect, cruelty, bite quarantine, vicious, dangerous, or similar circumstances), as operationally feasible.
 - l. Provide microchip services at established fee rates to the public to facilitate pet identification.
 - m. Manage a cat trap rental program and a spay/neuter voucher program to support management and health of the at-large animal population.
 - n. Disseminate educational materials and information focused on community awareness, adoptions, and foster outreach using assorted forms of on-line and off-line approaches including website, social media, and participation at community events.
 - o. Maintain a computerized shelter management and record keeping system to track Animal Shelter operations data, by jurisdiction as feasible with existing software capability. At the time of execution of this Agreement, County utilizes ShelterBuddy as its Animal Shelter Database System.
 - p. Coordinate disaster/emergency preparedness and response through efforts of Napa County.
 - q. Comply with all Drug Enforcement Agency (DEA) regulations regarding storage, record-keeping, inventory, use, and disposal of all controlled substances.
- D. **Licensing.** County shall provide full-service licensing of animals inclusive of processing new and renewal licenses, distribution of renewal notices, and issuance of licenses. Licensing may be provided on-line and/or over-the-counter, at the sole discretion of County.
- E. **Data Transparency.** County shall maintain public transparency by publishing quarterly Asilomar Accords and Live Release statistics on the County’s official website. City may access these reports directly at any time for information on Shelter operations or outcomes.
- F. **Scheduling.** County shall use its best efforts to provide services to animals delivered to the Animal Shelter from within the jurisdictional boundaries of City in a reasonably prompt manner. Notwithstanding anything to the contrary set forth herein, due to the nature of many of the services provided by the animal shelter to City and other Participants, and the number of animals that may be at the Animal Shelter at any one time, the parties understand and agree that no guarantee can be made, or is intended to be made, by County with respect to providing care and services to any particular animal brought to the Animal Shelter from within the jurisdictional boundaries of City.
- G. **Staffing.** County shall hire and maintain sufficient staff, extra help staff, volunteers and supervisory oversight thereof. All staff responsible for animal care shall possess valid certifications, education and training mandated by Napa County and the State of California to perform appointed duties, including humane euthanasia and animal management. All volunteers shall be assigned only those tasks commensurate with their level of training and experience.

3. ORGANIZATIONAL CONTROLS

The parties acknowledge and agree that the County also provides animal shelter services to the City of Napa, City of American Canyon, and Town of Yountville pursuant to separate agreements with such jurisdictions and that Animal Shelter operations, capital projects, improvements and assets are budgeted for, and funded by, payments for services and contributions from each of the participating jurisdictions (“Participants,” which at the time of execution of this Agreement include City of American Canyon, City of Napa, Town of Yountville, and Napa County). Therefore, the annual budget process is a collaborative effort that requires the participation and cooperation of all Participants. County and City agree to participate in strategic alignment and ongoing collaborative processes amongst the Participants to achieve organizational goals and objectives and to comply with the following procedures related to preparation and adoption of the annual budget:

- A. **Quarterly Participant Meetings.** Authorized representatives of County and City shall endeavor to participate in quarterly Participant meetings to discuss operational issues.
- B. **Annual Participant Meetings.** Authorized representatives of County and City shall participate, at minimum, once per year in an annual Participant meeting, prior to April 1 for the purposes of establishing priorities, allocating fiscal, human, and other resources, and analyzing critical elements of Animal Shelter operations for the subsequent fiscal year. Discussion topics shall include, but not be limited to: budgets, staffing, hours of operations, capital purchases, projects or repairs, policy implementation or revision, and any other matter that may have significant impact on the Animal Shelter or its resources.
- C. **Annual Budget Approval and Adoption.**
 - a. Prior to April 1 of each year, the County shall prepare and submit to all Participants for their respective review and approval, which may not be unreasonably withheld by City, a comprehensive operating budget for the upcoming fiscal year that accurately represents County’s good-faith estimate of all projected revenues and expenditures for the operation of the Animal Shelter and meets commonly accepted accounting standards (“Proposed Annual Budget”).
 - b. City shall, no later than April 15, notify the County in writing whether it approves or objects to the Proposed Annual Budget. If City fails to notify County of its approval or objection by April 15, City shall be deemed to have approved the Proposed Annual Budget.
 - c. If City objects to the Proposed Annual Budget, it shall provide County and the other Participants with a written statement outlining in sufficient detail its concerns and proposed adjustments to the Proposed Annual Budget no later than April 15. Representatives of the Participants shall thereafter meet and confer in good faith regarding the Participant’s concerns and proposed revisions in an effort to reach agreement by all Participants on a revised Proposed Annual Budget by May 1.
 - d. If any dispute between the Participants regarding the Proposed Annual Budget remains unresolved by May 1, County shall adopt the Proposed Annual Budget in the course of the regular County of Napa budget process, and the Participants

shall thereafter proceed with dispute resolution in accordance with Article VIII of the Agreement to resolve the outstanding dispute.

- e. Upon County's adoption of the Proposed Annual Budget, it shall be considered the Annual Budget hereunder.
- f. Delays, regardless of cause, in the adoption of the Annual Budget shall not preclude or restrict County from delivering the services described herein or cause any interruption in daily operations, and City shall continue to compensate County in the manner set forth in Exhibit B.

D. Budget Revisions.

- a. County shall notify City in writing as soon as practical if the Annual Budget is projected to be either under-expended by a total equal to or greater than 10%, or over-expended by any amount during the then-current fiscal year.
 - b. Notifications regarding over-expenditures beyond the total annual operations budget shall be accompanied by a description of the event or circumstances causing such over-expenditures, an itemization of costs, and a recommended course of action to offset costs, which may include use of fund balance or other operational modifications, if reasonably feasible.
- E. Audits.** Upon reasonable notice, either party shall have the right to inspect and audit any records produced or maintained by the other party relevant to this Agreement, to the extent allowable by law.

EXHIBIT “B”

FUNDING FOR OPERATIONS, CAPITAL PROJECTS, IMPROVEMENTS AND ASSETS

Animal Shelter operations, capital projects, improvements and assets shall be funded by payments for services and contributions from all Participants as set forth below. In the event a Participant other than City terminates its agreement with the County for Animal Shelter operations, thereby reducing the total number of Participants sharing in the Animal Shelter costs, City’s Population Proportion (defined below) will be recalculated based on the reduced number of Participants, and City shall continue to make payments and contributions as set forth below based on the revised City’s Population Proportion unless the parties otherwise agree in writing to an alternative methodology for sharing costs among the remaining Participants for the remainder of the term.

1. Operations

- (a) Payment for Services. City agrees to pay County a percentage of budgeted net operating costs for each fiscal year equal to City’s population divided by the population of all Participants (“City’s Population Proportion”). City’s payment for services calculated in accordance with this Exhibit “B” shall be referred to as “City’s Operating Share.”
 - i. For purposes of this Agreement, “net operating costs” shall mean the total budgeted operating expenses in the Annual Budget, including a 3% operational contingency, less budgeted revenue received from any source, other than payments for services from Participants during the specified time period and interest earned as a result of delinquent payments.
 - 1. Under previous agreements with Participants, County limited allocation of County Engineering and Administrative Costs to Participants to \$40,000 per fiscal year to cover administrative items such as budgeting, accounting, competitive procurement, contracting, and supervision of Animal Shelter management, and, the County paid for all Engineering and Administrative costs in excess of \$40,000. County desires to eliminate the allocation limit by year three of this Agreement. In year one of this Agreement (FY26/27), the allocation of Engineering and Administrative Costs will be limited to \$65,000. In year two of this Agreement (FY27/28), the allocation of Engineering and Administrative Costs will be limited to \$80,000. In each successive year of this Agreement, Engineering and Administrative costs will be budgeted based on actual costs from the previous two fiscal years (starting

with FY25/26), and 100% of budgeted Engineering and Administrative costs will be allocated to all Participants. Should these costs be projected to exceed \$120,000 annually, the County shall provide to Participants, at the annual budget meeting, a basis for the budget estimate, including role, projected hours, rate, and primary services.

- ii. City's Population Proportion shall be determined by the population figures in the most recent estimate published by the California Department of Finance (DOF) Demographic Research Unit.
- iii. In the event actual operating expenditures are less than revenue, City's Operating Share shall not be reduced. However, any excess revenues shall be designated as fund balance in accordance with subsection (b) below.

(b) Fund Balance. Revenues received in excess of actual operating expenditures in a fiscal year shall be designated as fund balance.

- i. Use of fund balance, not including funds received through any bequest to benefit the Animal Shelter, shall take precedence over increasing City's Operating Share.
- ii. The fund balance shall be appropriated and expended at County's discretion in the event the approved budgeted appropriations are projected to be or have been exhausted.
- iii. The operating fund balance, not including funds received through any bequest to benefit the Animal Shelter, shall not be sustained at an amount greater than 60-days operating capital, unless a long-term expenditure plan has been approved.
- iv. At the close of each fiscal year, once all activity for the year is posted, operating fund balance, net of any funds received through any bequest to benefit the Animal Shelter, will be analyzed to determine if it exceeds 60-days operating capital (excess reserve). Unless a long-term expenditure plan has been approved, excess reserve will be credited back to Participants as described in the Animal Shelter Fund Balance Policy.
- v. Bequest funds to benefit the Animal Shelter will be appropriated only after consultation with the Participants.

(c) Additional Contributions to Fund Balance for Long-Term Expenditure Plans.

Participants may agree to develop long-term expenditure plans for the purpose of acquiring specific and predetermined goods, or services in future fiscal years if the cost for such items or services cannot be economically accommodated in a single fiscal year, for example purchase of replacement animal crates where the cost may be high but items are not considered capital assets.

- i. County shall develop long-term expenditure plans, as needed, and present them to the Participants at the annual meeting for approval as part of the annual budget approval and adoption process.
- ii. City's contribution amount for a long-term expenditure plan shall be determined at the time plans are approved.

- iii. Long-term expenditure plans shall be limited to one-time purchases.

2. Capital Projects, Improvements and Assets

- (a) Capital Reserve. City agrees to contribute to a Capital Reserve for the purpose of maintaining a fund balance which shall be used to finance capital projects or improvements, or for the purchase of capital assets for the Animal Shelter.
 - i. City's contribution to the Capital Reserve shall be an amount equal to 3% of City's Operating Share for the then-current fiscal year ("City's Capital Share").
 - ii. City and County may agree, by means of written approval from an authorized representative of each party, to adjust the City's Capital Share or for contributions outside the Operating share during the term of this Agreement in consideration of capital expenditures made by County, for future capital expenditures, or for any other matter.

3. Invoicing

- (a) Initial Invoice. County shall send an initial invoice to City no later than July 15th of each year for an amount equal to half of City's projected Operating Share and Capital Share for the current fiscal year.
- (b) Mid-Year Invoice. COUNTY shall send a mid-year invoice to City no later than January 15th of each year for an amount equal to half of City's projected Operating Share and Capital Share, net any fund balance credit from the previous fiscal year calculated in accordance with Section 1(b) above.
- (c) Year-End Invoice. County shall reconcile all operating expenditures and use fund balance to satisfy any cash deficits. In the event a deficit balance remains, County shall send an invoice to City no later than August 15th of each year for a percentage of the deficit balance equal to City's Population Proportion of all Participants.
- (d) Payment Terms. City shall deliver payment to County for all invoices no later than thirty (30) days after the date of the invoice.
- (e) Delinquent Payments.
 - i. County Animal Shelter is entitled to recover interest on any payment that is not received by County Animal Shelter by the payment deadline in subsection (d) above. Interest shall be calculated at the rate of interest paid by the Napa County Treasurer/Tax Collector for departments or entities participating in the pooled funds account for the period of time in which the payment is delinquent. Interest shall be applied from the last day of the month in which services were performed; and,
 - ii. County may take any appropriate action to collect delinquent payments as is authorized by law.

4. Accounting Controls

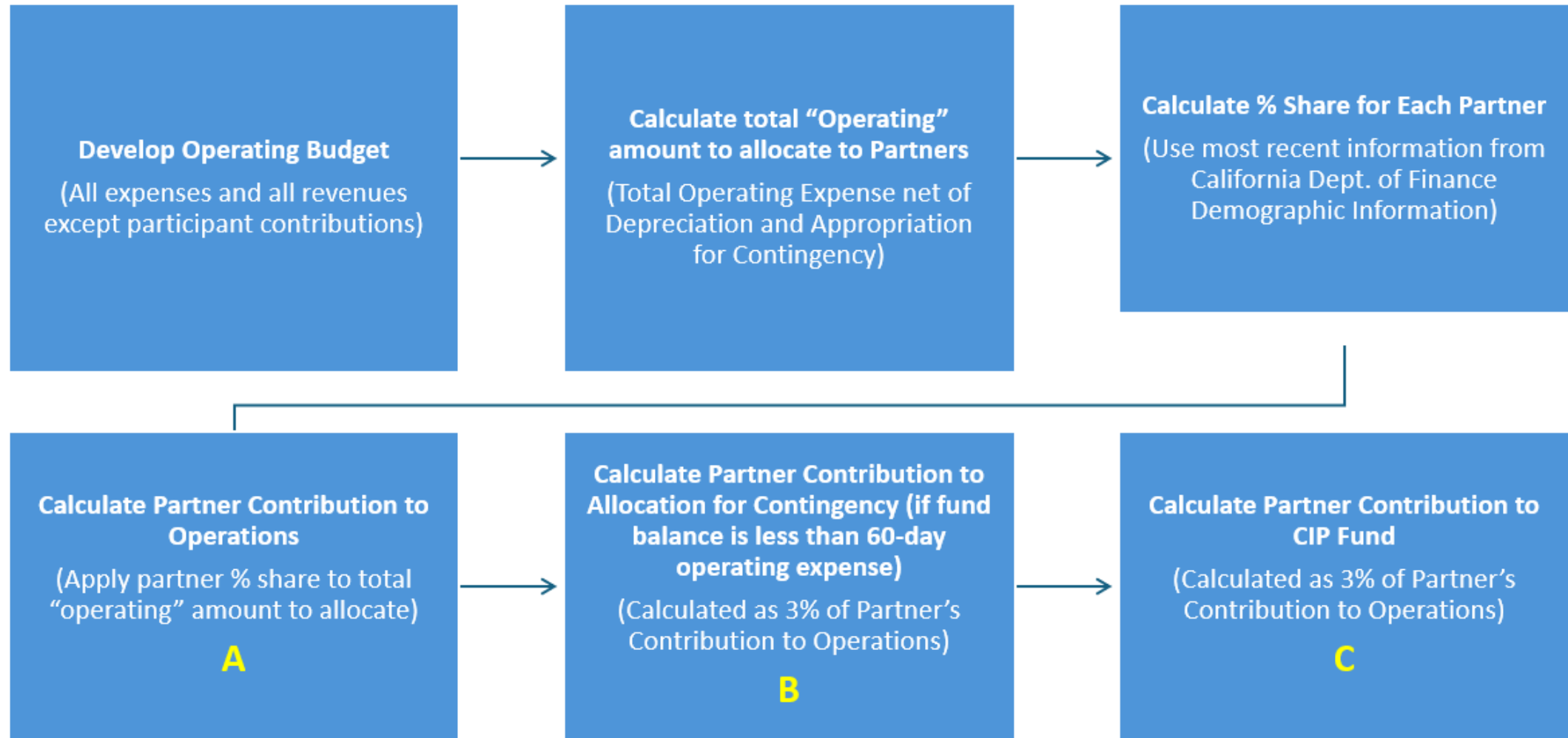
- (a) Separation of Funds. The Napa County Auditor-Controller shall account for all revenues and expenses related to the terms and services of this Agreement in a separate enterprise fund.
- (b) Separation of Accounts. The Napa County Auditor-Controller shall maintain separate accounts for operations and capital projects, improvements or assets.
- (c) Earned Interest. All interest earned shall be designated as revenue and added to the fund balance of whichever fund carried the principal balance for which interest was accrued. Interest shall be calculated using the Napa County Treasurer-Tax Collector's interest allocation methodology.



Napa County Animal Shelter

FY27 REQUESTED BUDGET

Allocation Process for Partner Contributions



$$\text{Total Partner Contribution} = A+B+C$$

Population Data

	TOTAL POPULATION			
	1/1/2024	1/1/2025		
Napa County	135,029	136,124		
St Helena	5,314	5,349		
Calistoga	5,142	5,160		
Napa County less St Helena and Calistoga	124,573	125,615		
			% of Participating Cities	Percent Change
Balance of County	22,860	22,845	18.2%	-0.2%
American Canyon	21,758	22,396	17.8%	0.4%
Napa	77,174	77,736	61.9%	-0.1%
Yountville	2,781	2,638	2.1%	-0.1%
	124,573	125,615	100%	

Revenue Accounts

REVENUE ACCOUNT	ACCOUNT DESCRIPTION	FY25 ACTUALS	FY26 ADOPTED	FY26 PROJECTION	FY27 REQUESTED	NOTES FOR FY27	FY26 vs FY27
42100	Animal Licenses	68,682	73,500	75,000	73,500		-
42690	Permits/Application Fees	570	570	627	600		30
43950	Other-Governmental Agencies	-	-	-	-		-
44300	Forfeitures and Penalties	4,985	6,500	6,500	6,500		-
45100	Interest	22,543	10,000	17,500	12,000		2,000
45200	Dividends / Rebates	108	-	-	-		-
45305	Rent-Equipment	150	-	-	-		-
46165	Humane Services	24,892	20,000	26,145	22,000		2,000
46170	Animal Adoption Fees	98,685	87,000	104,000	95,000		8,000
46800	Charges for Services -Impound/Board	19,376	25,000	25,000	25,000	Impound/Board	-
47150	Other Grant	24,827	20,000	20,000	30,000	NVCF – Gotelli Family	10,000
47400	Insurance Settlement	-	-	-	-		-
47500	Donations and Contributions	7,230	13,000	145,000	10,000		(3,000)
47510	In-Kind Donations	-	-	35,000	40,000	New required accounting; offsets with account 53690	40,000
48200	Transfers - In	-	-	-	-		-
48300	Indirect Cost Revenue	32,420	32,254	32,254	-	no credit revenue remaining	(32,254)
49900	Intrafund Transfer-In	440,168	-	-	-		-
	OTHER REVENUE	744,636	287,824	487,026	314,600		26,776
		-					
46800	Charges for Services (County)	332,883	405,542	375,601	477,154		71,612
46810	Charges for Services-Amcan	305,907	385,992	357,360	467,776		81,784
46815	Charges for Services-Napa City	1,101,361	1,369,084	1,267,645	1,623,639		254,555
46820	Charges for Service-Yountville	39,890	49,336	45,737	55,099		5,763
	CHARGES FOR SERVICES	1,780,041	2,209,954	2,046,343	2,623,668		413,714
	TOTAL REVENUES	2,524,677	2,497,778	2,533,369	2,938,268		440,490

Participant contribution for FY26 after credit of \$163,611 due to excess fund balance from FY25.

\$125,000
Bequest

Salaries & Benefits

The overall increase in S&B for the FY27 requested budget is \$175K, primarily driven by the following expenses:

- Salary for new FTE 105k
- Retirement 31k
- Insurance 37k

EXPENSE ACCOUNT	ACCOUNT DESCRIPTION	FY25 ACTUALS	FY26 ADOPTED	FY26 PROJECTION	FY27 REQUESTED	NOTES	FY26 vs FY27
51100	Salaries and Wages	816,228	827,496	807,496	932,429	Includes new FTE	104,933
51110	Extra Help	75,170	126,672	126,672	135,713	4 Extra Help / PT	9,041
51115	Overtime	2,976	1,500	3,000	3,000		1,500
51120	Holiday Pay	2,475	500	5,500	5,000		4,500
51125	Standby Pay	-	-	-	-		-
51130	Vacation Pay-Out	16,296	5,954	19,454	18,000	Average from FY25 and FY26 mid-year	12,046
51135	Longevity Pay	-	-	-	2,500	Tyler Longevity Report	2,500
51200	401A Employer Contribution	6,428	10,900	10,900	12,450		1,550
51205	Cell Phone Allowance	1,778	1,820	1,820	1,680		(140)
51300	Medicare	13,058	11,917	11,917	13,542		1,625
51400	Employee Insurance-Premiums	120,683	144,882	144,882	181,553		36,671
51405	Workers Compensation	86,058	130,682	130,682	99,264		(31,418)
51600	Retirement	191,976	221,390	221,390	252,199		30,809
51601	Retirement Cost Sharing	-	-	-	-		-
51605	Other Post Employment Benefits	43,344	51,333	51,333	53,429		2,096
SALARIES AND BENEFITS		1,376,470	1,535,046	1,535,046	1,710,758	OVERALL INCREASE FROM FY26 VS FY27	175,712

Services & Supplies

EXPENSE ACCOUNT	ACCOUNT DESCRIPTION	FY25 ACTUALS	FY26 ADOPTED	FY26 PROJECTION	FY27 REQUESTED	NOTES	FY26 vs FY27
52130	Information Technology Service	52,945	92,750	92,750	70,087	ISF	(22,663)
52131	ITS-Communication Services	6,432	5,852	5,852	5,792	ISF	(60)
52132	ITS-Records Mgmt Services	7,224	11,659	11,659	10,437	ISF	(1,222)
52145	Engineer Services	40,000	40,000	40,000	65,000	Admin: accounting; budget; general oversight; contracts	25,000
52220	Medical/Laboratory Services	2,051	2,000	3,800	3,500	rabies testing	1,500
52230	Veterinary Services	232,476	276,480	291,480	314,628	increasing due to animal population trend	38,148
52330	Hazardous Waste Disposal Serv	17,765	20,000	20,000	20,000	Koefran - monthly animal pick ups plus sharps	-
52490	Other Professional Services	23,179	3,000	15,000	10,000	behavior assessments/training	7,000
52500	Maint - Equipment	-	1,000	1,000	7,500	solar system maintenance/cleaning	6,500
52505	Maint - Building & Improvements	-	-	-	100,000	5 gates, shade, fence (from bequest funds – not allocated)	100,000
52510	Maintenance-B&I-PW Charges	167,220	216,889	224,389	219,500	ISF	2,611
52600	Rents and Leases - Equipment	3,658	3,500	3,500	5,515	Copy machine and prints	2,015
52700	Insurance - Liability	5,015	51,072	51,072	88,220	General Liability (+); Property & Other (-)	37,148
52800	Communications/Telephone	1,600	2,000	2,000	2,000		-
52810	Advertising/Marketing	-	400	400	400		-
52820	Printing & Binding	-	200	200	200		-
52900	Training/Conference Expenses	2,869	2,500	2,500	2,500		-
52905	Business Travel/Mileage	39	500	500	500		-
52906	Fleet Charges	10,198	13,447	13,447	9,232	ISF	(4,215)
53100	Office Supplies	4,004	3,000	3,000	3,000		-
53105	Office Supplies-Furn & Fixture	-	500	500	1,000	possible need for new manager	500
53115	Books/Media/Periodicals/Subscr	300	300	300	300		-
53120	Memberships/Certifications	-	1,500	1,500	1,500		-
53250	Fuel	172	-	-	-		-
53300	Clothing and Personal Supplies	1,032	1,200	3,000	1,500		300
53305	Household Expense	16,865	19,251	19,251	19,251		-
53410	Computer Equipment	-	-	1,000	500		500
53415	Computer Software/ Licensing Fees	1,459	2,580	2,580	2,580		-
53605	Animal Feed/Supplies	54,968	61,440	61,440	65,000	animal population trend	3,560
53610	Veterinary Supplies	86,178	73,728	120,000	100,000	animal population trend	26,272
53615	Animal Trapping Devices	1,131	500	2,000	10,000	steel cat kennels (from bequest funds – not allocated)	9,500
53690	Donated Supplies	-	-	35,000	40,000	offsets with in-kind revenue	40,000
SERVICES AND SUPPLIES		738,778	907,248	1,029,120	1,179,642		272,394

Other Expenses

EXPENSE ACCOUNT	ACCOUNT DESCRIPTION	FY25 ACTUALS	FY26 ADOPTED	FY26 PROJECTION	FY27 REQUESTED	NOTES
54315	Interest on Other Debt	(190)	2,778	2,778	1,936	CREBS Cycle Summary
54400	Judgments and Damages	75,000	-	-	-	
54600	Depreciation	107,888	110,000	110,000	110,000	Not allocated
55400	Equipment	30,168	-	-	-	
55900	Capital Outlay Offset	(30,168)	-	-	-	
56190	Transfers Out to Debt Service	-	20,450	20,450	19,889	CREBS Cycle Summary
56200	Indirect Cost Allocation A87 Charges	-	-	-	59,625	Credit from previous years is gone
57900	Intrafund Transfers Out	-	125,000	125,000	-	
58100	Appropriation for Contingencies	-	74,281	-	76,418	3% of adjusted expenses to allocate
OTHER EXPENSES		182,698	332,509	258,228	267,868	

Participant Contribution FY26 vs FY27

FY2026/27 REQUESTED BUDGET						
PARTICIPANTS	POPULATION	OPS	3% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
County of Napa	18.2%	463,256	13,898	477,154	14,315	491,469
City of American Canyon	17.8%	454,151	13,625	467,776	14,033	481,809
City of Napa	61.9%	1,576,349	47,290	1,623,639	48,709	1,672,348
Town of Yountville	2.1%	53,494	1,605	55,099	1,653	56,752
TOTAL	100%	2,547,250	76,418	2,623,668	78,710	2,702,378

FY2025/26 ADOPTED BUDGET						
PARTICIPANTS	POPULATION	OPS	0% CONTIN.	OPS SUBTOTAL	3% CIP	TOTAL
County of Napa	18.4%	405,542	-	405,542	12,166	417,708
City of American Canyon	17.5%	385,992	-	385,992	11,580	397,572
City of Napa	62.0%	1,369,084	-	1,369,084	41,073	1,410,157
Town of Yountville	2.2%	49,336	-	49,336	1,480	50,816
TOTAL	100%	2,209,954	-	2,209,954	66,299	2,276,253

Participant contribution for FY26 was \$2,046,343 after credit of \$163,611 from excess fund balance from FY25.

CIP Fund Balance

Identified CIP projects (5-year CIP plan)

- Replace HVAC condensing units, replace corroded pipes, replace roof (currently in design – County funded)
- Expand shelter (conceptual design planned for FY27 – County funded)
- Replace furnaces (\$170K – requested from AS CIP for FY27)
- Exterior building renovation: replace rusted doors, re-caulk and seal windows, paint
- Seal existing concrete floor
- Replace corroded and buckling tiles with epoxy coated concrete

Statement of Revenues and Expenses Budget vs. Actual

Fiscal Year: 2026 Through Period: 12

Fund: 5040 - Animal Shelter
Division: 50405 - Animal Shelter - Capital Proj
Org: 5040500 - Animal Shelter - Capital Proj
Project: ANS00 - Uncommitted Project Funds

Object	Budget			Encumbrances	Actuals	Available Budget	% of Budget
	Adopted	Adjustments	Revised				
Charges for Services							
46800 - Charges for Services	12,166.00	-	12,166.00	-	12,166.00	-	100.00 %
46810 - Charges for Svcs - Am Canyon	11,580.00	-	11,580.00	-	8,685.00	2,895.00	75.00 %
46815 - Charges for Svcs - Napa	41,073.00	-	41,073.00	-	30,804.75	10,268.25	75.00 %
46820 - Charges for Svcs - Yountville	1,480.00	-	1,480.00	-	1,110.00	370.00	75.00 %
Total Charges for Services	66,299.00	-	66,299.00	-	52,765.75	13,533.25	79.59%
Services and Supplies							
52360 - Construction Services	-	88,522.00	88,522.00	-	-	88,522.00	0.00 %
Total Services and Supplies	-	88,522.00	88,522.00	-	-	88,522.00	0.00%
Beginning Effective Fund Balance (net of all prior Revenue & Expense)					414,217.88		
Total Revenues	66,299.00		66,299.00		52,765.75	13,533.25	79.59 %
Total Expenditures	-	88,522.00	88,522.00			88,522.00	0.00 %
Net Surplus / (Deficit)	66,299.00	(88,522.00)	(22,223.00)		52,765.75		
Current Effective Fund Balance					466,983.63		

Key Points for Increases & Decreases

❑ Salaries & Benefits

- a. The total increase in S&B is \$175k, driven by the addition of a new FTE, a 3.5% COLA effective 7/1/26, and higher benefits costs primarily due to increases in insurance premiums and retirement expenses.

❑ Service & Supplies

- a. The overall change in Services and Supplies reflects a mix of increases and decreases across several accounts. ITS allocations decreased by \$24k, and Fleet allocation decreased by \$4k.
- b. E&A charges increased by \$25k per the participants agreement. The cost for other services and supplies increased by \$89k, driven by veterinary services and supplies, primarily due to a growing animal population.
- c. There is also a \$110k increase for building improvements, including five double gates for the play yards, a taller fence for one of the play yards, and a shade structure (these costs are proposed to be funded with bequest funds and not allocated to the participants).
- d. General Liability and Property & Other insurance increased by 37k.
- e. Additionally, the “Donated Supplies” account (53690) increased by \$40k, which is offset by corresponding revenue in the “In-Kind Donations” account (47510) reported to the Auditor Controller’s Office on a quarterly basis based on actuals.



FY26 Accomplishments

- Online Licensing
- Play Yard & Drainage Improvements
- Updated Service Agreement
- Access Safety Project Implemented
- New Manager Hired

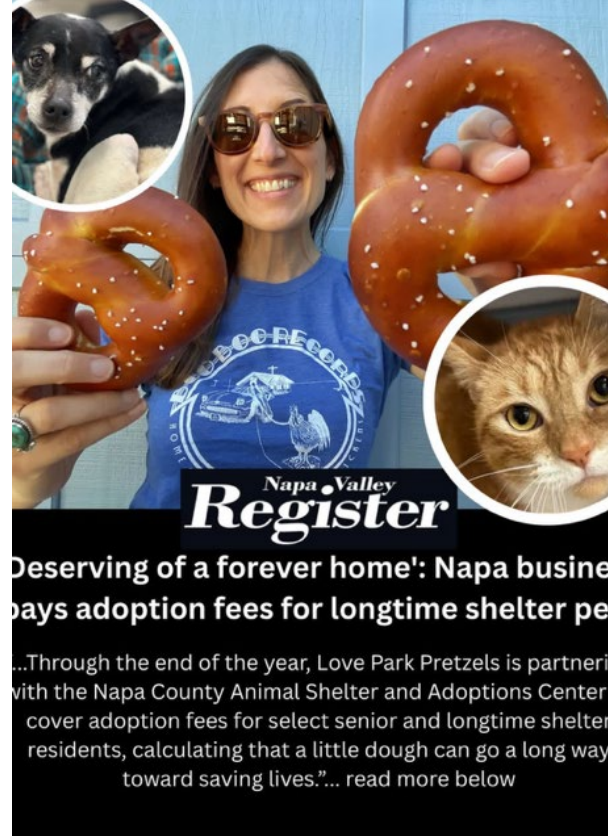




FY26 Statistics

(7/1/26 – 2/28/26)

- Total Intake = 1,282
- Average Daily Population = 252
- 454 kittens & 8 cats fostered
- 47 puppies & 8 dogs fostered
- 10 rabbits fostered
- 124 animals transferred to other facilities (87 cats, 30 dogs, 5 roosters, 1 rabbit)



FY26 Statistics

(7/1/26 – 2/28/26)

- 303 in-house neuters leading to faster adoption
- 153 patients seen in-house rather than being transported
- 358 spay/neuter vouchers redeemed
- 67 animals held a combined 3,137 days for legal holds

Staff Recommendation



- Approve recommended budget for operations
- Due to budget constraints, perform interim roof seal (if feasible) with primary funding from County (with potential to utilize Animal Shelter CIP or bequest funds if needed, with partner approval)
- Replace furnaces with funding from Animal Shelter CIP (estimated cost \$170k)
- Approve recommended budget for CIP
- Initiate a feasibility study for Shelter expansion with primary funding from County (with potential to utilize Animal Shelter CIP or bequest funds if needed, with partner approval)
- Over the next year, initiate participant discussion about required maintenance and funding
- Over the next year, initiate participant discussion about expansion, funding or other alternatives



Thank you!



TITLE

Expanding City Limits Northerly to South Kelly Road

RECOMMENDATION

Take the following actions to expand city limits northerly to South Kelly Road:

1. Adopt a Resolution approving an Urban Limit Line and Regional Housing Needs Allocation Agreement with Napa County.
2. Adopt a Resolution approving the Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement.
3. Adopt a Resolution approving the Hess-Laird Affected Territory Property Tax Sharing Agreement.

CONTACT

Jason Holley, City Manager

BACKGROUND & ANALYSIS

American Canyon has expanded its boundaries five (5) times since incorporation in 1992 through annexations approved by the Napa County Local Agency Formation Commission (LAFCO). Last year, American Canyon updated its General Plan memorializing future growth plans through the Year 2040. In addition, Napa County is in the middle of updating its General Plan.

Last fall, American Canyon applied for LAFCO approval to annex 83-acres of land surrounding Watson Lane (Paoli-Watson Lane Affected Territory or PWLAT). The PWLAT is located within American Canyon's Urban Limit Line (ULL) and Sphere of Influence (SOI) (Attachment 4). The LAFCO Board is scheduled to consider American Canyon's application on June 1.

Earlier this spring, two landowners north of the PWLAT applied for LAFCO approval to annex an additional 281 acres of land (Hess/Laird Affected Territory or HLAT) (Attachment 5). American Canyon's General Plan acknowledges the PWLAT as a future study area as does the Napa County General Plan (Attachment 6). The LAFCO Board is also scheduled to separately consider the property owners application on June 1.

Properties within the PWLAT have a mix of residential and industrial general plan designations, while both properties within HLAT have industrial general plan designation. Both American Canyon's and

Napa County's General Plans plan for the development of these territories in part to help facilitate extension of Newell Drive and S. Kelly Road. Once complete, this roadway network will act like a "Silverado Trail South" for the Napa Valley - functioning as an alternative route to Highway 29. In turn, this new infrastructure will also help Napa County and American Canyon achieve its housing obligations as determined by the Association of Bay Area Government's (ABAG) Regional Housing Needs Allocation (RHNA).

Regional Housing Needs Allocation

As with previous annexations, American Canyon will begin to plan for a portion of Napa County's future RHNA (in addition to its own). This benefits everyone because it helps ensure other unincorporated County lands remain as agricultural and open space free from urban development.

Starting in 2031, the Urban Limit Line and Regional Housing Needs Allocation Agreement (Attachment 1, Ex. A) provides for American Canyon to plan for 15% of the County RHNA through the year 2047 and then 10% thereafter. This additional planning is estimated to be approximately 25 additional dwelling units per year initially and then 15 units per year thereafter.

As noted in staff's update to Council last month, when planning for RHNA in conjunction with the General Plan Housing Element, jurisdictions assume a variety of affordability levels (i.e. moderate, low, very low, etc.) based on specified household incomes. Of note, ABAG approval of RHNA transfers is also required during each housing element cycle.

Lastly, the agreement places the HLAT within a new ULL. Staff recommends Council approve this agreement tonight as the County is scheduled to consider it on May 5.

Property Tax Sharing

As with previous annexations, property tax revenue from the newly annexed lands will be shared.

Once ABAG approves the RHNA transfer, the "Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement" (Attachment 2, Ex. A) provides for American Canyon to receive three-quarters (75%) of the County's allocation for the properties in the PWLAT. Of note, these fifteen properties in PWLAT are already within the American Canyon Fire Protection District (ACFPD) and their property tax allocation remains unchanged.

The "Hess-Laird Affected Territory Property Tax Sharing Agreement" (Attachment 3, Ex. A) provides a comparable mythology, but because the two properties within the HLAT are being added to the ACFPD, so the ACFPD will receive 100% of the County's structural fire property tax revenue. As with all other prior City annexations, the ACFPD will also receive 5% of the County's regular property allocation.

Once ABAG approves the RHNA transfer, then American Canyon will receive three-quarters (70%) of the County's allocation. If development proposals are received that exceed the ACFPD's financial

ability to provide services, then the City and AFFPD will work in concert together to augment revenue sources, but regardless for both territories, the County will retain 25% of their allocation.

Staff recommends Council approve the two tax sharing agreements tonight as the ACFPD Board is scheduled to consider the HLAT agreement on April 28 while the County is set to consider both agreements on May 5. Approval of these property tax sharing agreements is a prerequisite for LAFCO consideration of the two annexations on June 1.

Next Steps

Council action tonight sets the stage for future action by ACFDP, Napa Co. and LAFCO. It is important to note no specific development proposals are being approved tonight. Instead, LAFCO conclusion of the annexation process simply resolves *who* (namely, American Canyon and ACFPD) will decide future development proposals.

COUNCIL PRIORITY PROGRAMS AND PROJECTS

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

FISCAL IMPACT

Costs for the preparation the city-initialed PWLAT annexation application is included within the FY 2025/26 Budget. There is no cost to the city for the landowner application.

Upon the conclusion of the annexation process, the City will begin to receive property tax revenue in accordance with the property tax sharing agreements.

ENVIRONMENTAL REVIEW

N/A

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. Resolution - ULL and RHNA
- 1a. Exhibit A - ULL and RHNA Agreement
2. Resolution - PWLAT
- 2a. Exhibit A - Paoli-Watson Lane Tax Sharing Agreement
3. Resolution - HLAT
- 3a. Exhibit A - Hess-Laird Tax Sharing Agreement
4. PWLAT Map
5. HLAT Map
6. General Plan

RESOLUTION NO. 2026-

**A RESOLUTION APPROVING URBAN LIMIT LINE AND REGIONAL HOUSING NEEDS ALLOCATION
AGREEMENT WITH NAPA COUNTY**

WHEREAS, American Canyon has expanded its boundaries five (5) times since incorporation in 1992 through annexations approved by the Napa County Local Agency Formation Commission (LAFCO);

WHEREAS, in September 2017, the City Council directed staff to prepare an application to LAFCO for approval to annex nearly 87 acres near Watson Lane; and

WHEREAS, the Paoli Loop/Watson Lane Affected Territory (PWLAT) is comprised of approximately 87 acres currently in the unincorporated County of Napa ("County"), located East of SR-29 near Watson Lane and is comprised of the following APNs and parcels:

1. 057-120-014
2. 057-120-015
3. 057-120-017
4. 057-120-034
5. 057-120-036
6. 057-120-047
7. 057-120-048
8. 057-120-049
9. 057-120-028
10. 057-120-041
11. 057-120-045
12. 057-120-050
13. 057-120-051
14. 057-180-014
15. 057-180-015

WHEREAS, the PWLAT is located in the City's Sewer and Water Service Area, Urban Limit Line (ULL) and Sphere of Influence (SOI); and

WHEREAS, in 2019, the City executed a Pre-annexation Agreements for the Paoli Property (Agreement 2019-A105) and the Hess Collection Winery Property (Agreement 2023-A208) that provide for the dedication right-of-way for the extension of Newell Drive; and

WHEREAS, on November 7, 2023, the City Council certified an Environmental Impact Report (Resolution 2023-85), General Plan Amendment (Resolution 2023-86) and Rezoning first reading for the PWLAT; and

WHEREAS, on February 2, 2024, Napa County Airport Land Use Commission deemed the Paoli/Watson AX GPA/Pre-Zoning consistent with Napa County Airport Land Use Compatibility Plan Policy 1.4.4 (ALUC File #P23-00331); and

WHEREAS, on February 20, 2024, the City Council approved the Rezoning final reading for PWLAT (Ordinance 2024-01); and

WHEREAS, American Canyon applied for LAFCO approval to annex the PWLAT in October 2025; and

WHEREAS, American Canyon adopted a new General Plan in November 2025 memorializing its future growth plans to the north through the Year 2040; and

WHEREAS, properties within the PWLAT have a mix of very low-density residential and industrial general plan designations, and

WHEREAS, in March 2026, two landowners immediately north of the PWLAT applied for LAFCO approval to annex an additional 281 acres of land (Hess/Laird Affected Territory or HLAT); and

WHEREAS, although outside the ULL, the American Canyon General Plan Policy LU-11.5 acknowledges the HLAT as a future study area for growth of the city; and

WHEREAS, Napa County General Plan Figure AG/LU-1 acknowledges the HLAT as an area for future development with an industrial general plan designation; and

WHEREAS, development of land with the PWLAT and HLAT will facilitate extension of Newell Drive and S. Kelly Road furthering implementation of both American Canyon's and Napa County's General Plans; and

WHEREAS, the new roadway network will serve the Napa Valley as an alternative route to Highway 29 and;

WHEREAS, the new infrastructure will help Napa County and American Canyon achieve its housing obligations as determined by the Association of Bay Area Government's (ABAG) Regional Housing Needs Allocation (RHNA); and

WHEREAS, in consideration for expanding city limits, American Canyon agrees to plan for a portion of Napa County's future RHNA starting with the 7th Housing Element Revision in 2031 as set forth in an Urban Limit Line and Regional Housing Needs Allocation Agreement; and

WHEREAS, American Canyon's planning for Napa County's RHNA benefits everyone because it helps other unincorporated County lands remain as agricultural and open space free from urban development; and

WHEREAS, American Canyon's planning for Napa County's RHNA can only be accomplished by expanding the ULL to include the HLAT.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Regional Housing Needs Allocation Agreement attached hereto as Exhibit A.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of American Canyon does hereby delegate authority to the City Manager to execute the Regional Housing Needs Allocation Agreement – including any non-substantive revisions thereof with the concurrence of the City Attorney.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

Teresa Highsmith, City Attorney

EXHIBIT A – Regional Housing Needs Allocation Agreement

American Canyon Agreement No. ____
Napa County Agreement No. ____

Urban Limit Line and Regional Housing Needs Allocation Agreement

This Urban Limit Line and Regional Housing Needs Allocation Agreement (“Agreement”) is entered into and effective as of _____, 2026 (the “effective date”) by and between the County of Napa, a political subdivision of the state of California (“County”) and the City of American Canyon, a municipal corporation (“City”) (collectively, “Parties”).

RECITALS

A. The Parties recognize the importance of agricultural preservation and open space in Napa County and desire to preserve agricultural lands in Napa County so as to maintain a viable agriculture-based economy, preserve open space, prevent urban sprawl, and direct growth and development into cities and to implement the planned development of the City.

B. The Parties acknowledge the intent of County Measures P and J to concentrate urban tourist and retail development in existing cities, and the City General Plan policy of creating an open space boundary around City development.

C. The Parties have a successful history of achieving mutual goals and shared interests including that certain “2008 Agreement Between the County of Napa and the City of American Canyon (County Agreement No. 7070/City Agreement No. 2008-93)” (“2008 Agreement”), which among other things, sets forth a mutually agreed upon urban growth boundary for the City, and that certain “2003 Agreement Between the County of Napa and the City of American Canyon (County Agreement No. 6151/City Agreement No. 2003-78)” (“2003 Agreement”), which, among other things, transferred certain housing obligations from the County to the City in exchange for the County’s support of amendments to the City’s sphere of influence.

D. In order to meet the County’s Regional Housing Needs Allocation (“RHNA”) as determined by the Association of Bay Area Governments (“ABAG”) for future Housing Element revisions and in order to achieve certification of its housing element from the California Department of Housing and Community Development (“HCD”), County desires to transfer a portion of its RHNA to the City, including housing for acutely low, extremely low, very low, low, moderate, and above moderate income households.

E. City is willing to assist County in meeting its RHNA obligations in exchange for the County's support of pending applications before the Napa County Local Agency Formation Commission ("LAFCO") and in recognition that developable land and available sewer and water service are limited in the unincorporated area of Napa County, and that annexations may remove limited developable land from the unincorporated area.

F. LAFCO has received a landowner application dated March 12, 2026 for the "Hess-Laird Affected Territory ", consisting of approximately 281 acres and collectively comprising APNs 057-090-065 & -066 as described and depicted in Exhibit B attached hereto and incorporated herein by reference ("HLAT"). The application proposes to amend City's and the American Canyon Fire Protection District's ("District") Spheres of Influence to include the HLAT and to annex the HLAT into the jurisdictional boundaries of the City and the District (collectively, the "HLAT Reorganization").

G. The properties comprising the HLAT are outside the City's Urban Limit Line (ULL).

H. Parties desire to expand the City's ULL to include the properties comprising the HLAT.

I. The Parties acknowledge the obligations under this Agreement shall not in any way affect either party's existing, certified 6th Housing Element Revision or housing obligations.

J. The Parties acknowledge their mutual long-standing desire to improve the regional-serving transportation network in southern Napa County by extending Newell Drive north and South Kelly Road south to create a continuous parallel route to State Highway 29 as described in the respective General Plans.

K. The Parties support for the HLAT Reorganization and expansion of City's ULL will create new opportunities to improve the regional-serving transportation network in southern Napa County.

L. This Agreement sets forth the Parties' agreement concerning the HLAT Reorganization.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Urban Limit Line.** "Urban Limit Line" ("ULL") shall mean the City's existing urban growth boundary adopted by its City Council in 2008 by Resolution 2008-106 and referenced in Exhibit D of the 2008 Agreement and shown in Exhibit "A" attached hereto and incorporated herein by reference.

2. **Expansion of ULL.** To facilitate the HLAT Reorganization, City may expand its ULL to include the properties that comprise the HLAT as more fully depicted in Exhibit "B" attached hereto and incorporated herein by reference in accordance with the terms and conditions set forth herein. The Parties acknowledge and agree that nothing in this Agreement shall be construed as County's support for, or to require the County's support for, any future expansion of the City ULL other than the expansion required for the HLAT Reorganization.

3. **Support for LAFCO Application.** Parties shall support the HLAT Reorganization. The Parties acknowledge and agree that nothing in this Agreement shall be construed as County's support for, or to require the County's support for, any future annexations of parcels to the City or any future amendments to the City's sphere of influence other than the HLAT Reorganization.

4. **Property Tax Sharing.** Concurrently herewith, Parties shall enter into a separate property tax sharing agreement pursuant to Revenue and Taxation Code Section 99 that allocates property tax revenue generated by the properties comprising the HLAT after they are annexed to City and the District between the County, City and District ("Tax Sharing Agreement"). The Tax Sharing Agreement shall become operative upon the recordation of the LAFCO Executive Officer's Certificate of Completion for the HLAT Reorganization unless such Certificate is the subject of a legal challenge, in which case the Tax Sharing Agreement shall become operative upon a final court decision determining the Certificate is valid.

5. **County RHNA Assignment to City.** As consideration for County's consent to expansion of the ULL and annexation of the HLAT, starting with the Seventh Revision of the Parties' Housing Elements, as required by Government Code Section 65888, and for each subsequent required Housing Element revision thereafter, Parties shall jointly apply to ABAG or any subregion of which the Parties are a member, as applicable, upon ABAG or the subregion's adoption of a final RHNA, to reduce the County's RHNA allocation, and increase the City's RHNA allocation, by the applicable percentage listed in the table below across all income categories, as provided for and in conformance with the requirements of Government Code section 65584. 07, or successor statute.

Housing Element Revision	Approximate Timeframe	County RHNA Assigned to City (%)
7th	2031-2039	15%
8th	2039-2047	15%
9th	2047-2055	10%
Future	2055-beyond	10%

The City and County shall take all steps reasonably necessary to comply with Government Code section 65584.07 and any other transfer statutes, as applicable, to implement this Agreement, including but not limited to, providing the appropriate documentation to ABAG, any subregion, or any other agency, as required. The Parties agree to work together to obtain ABAG or subregion approval and any other approval where required to effectuate this Agreement. City further agrees that it will utilize the revised RHNA that includes the transfer of RHNA contemplated by this Agreement in preparing the City's Housing Element for the Seventh Housing Element revision and each Housing Element revision thereafter.

While this Agreement shall become effective as of the Effective Date, the City's obligation to be assigned future County RHNA obligations shall not become operative unless and until the recordation of the LAFCO Executive Officer's Certificate of Completion for the HLAT Reorganization unless such Certificate is the subject of a legal challenge, in which case the transfer of RHNA obligations shall become operative upon a final court decision determining the Certificate is valid. If the transfer of RHNA obligations from the County to the City is not approved by ABAG or is adjudicated invalid by a final decision of a court of competent jurisdiction, then the remainder of this Agreement, the property tax sharing agreement pursuant to Revenue and Taxation Code Section 99 Tax Sharing Agreement, and the HLAT Reorganization shall remain in place.

6. **No Change to RHNA for Sixth Housing Element Revision.** This Agreement does not affect or change either party's current certified General Plan Housing Element or RHNA for the Sixth Housing Element Revision.

7. **Southern Napa County Regional Transportation Network.** This Agreement, along with the Tax Sharing Agreement, and LAFCO approvals are intended to facilitate urban development, including the provision of new regional-serving transportation networks – namely the extension of Newell Drive and South Kelly Road. Although the

preliminary alignment of the future transportation network is depicted in Exhibit “C” as being entirely within the expanded City ULL, nothing in this Agreement shall be constructed to prevent portions of the final alignment from being outside the ULL if the Parties determine that to be in the best interest of the public. To the fullest extent permitted by law, City shall condition future development within the expanded City ULL to provide right-of-way for the extensions on Newell Drive and South Kelly Road.

8. **Additional Terms and Conditions:**

a. **Hold Harmless by County.** To the fullest extent permitted by law, County agrees to defend, indemnify and hold harmless City, its elected officials, officers, employees and agents and successors and assigns of each of them (collectively, “County Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees arising from or in any way connected with any claims against the City for damages or violation of any law resulting from any act, omission, or other action taken by the County in performance of its duties under this Agreement.

b. **Hold Harmless by City.** To the fullest extent permitted by law, City agrees to defend, indemnify and hold harmless County, its elected officials, officers, employees and agents and successors and assigns of each of them (collectively, “City Indemnified Parties”) from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees arising from or in any way connected with any claims against the County for damages or violation of any law resulting from any act, omission, or other action taken by the City in performance of its duties under this Agreement or to implement the HLAT Reorganization, including any actions taken by City to expand the ULL.

c. **Ongoing Duties and Responsibilities.** In addition to the Parties' duties and responsibilities as described above, the Parties acknowledge and agree to perform the following on an ongoing basis during the term of this Agreement:

i. **Coordination with LAFCO.** Parties will coordinate as needed with LAFCO to address matters contained in this Agreement relating to matters within LAFCO's jurisdiction.

ii. **Coordination with ABAG, any Subregion, and HCD.** Parties will coordinate as needed with ABAG or any subregion of which the Parties are members,

as applicable, and HCD to address matters in this Agreement relating to the assignment of County's RHNA to the City, HCD's certification of the parties' Housing Elements, and related matters.

d. **Warranty of Legal Authority.**

i. City warrants and covenants that it has the present legal authority to enter into this Agreement and to perform the acts required of it hereunder, including expansion of the ULL to include the HLAT. If City 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, this Agreement shall be void.

ii. County 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 County 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, this Agreement shall be void.

e. **Assignment/Delegation.** Neither party hereto shall assign, or transfer any benefit or obligations 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.

f. **Severability.** In the event any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the valid or enforceable portion thereof and the remaining provisions of this Agreement will remain in full force and effect except to the extent removal of the invalid portion would materially and adversely impact one or more parties' consideration for entering into this Agreement. The Parties agree that if this Agreement or the ULL expansion to include the HLAT is adjudicated void by a final decision of a court of competent jurisdiction, the HLAT Reorganization shall not be invalidated; unless a final decision of a court of competent jurisdiction rules otherwise.

g. **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.

h. **Reserved.**

i. **Notices.** Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or

sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

City of American Canyon:

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

With Copy to:
City Attorney
Colantuono Highsmith & Whatley P.C.
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101

County of Napa:

Chief Executive Officer
Napa County
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

Changes may be made to addresses where notices are to be delivered by giving notice pursuant to this provision.

j. **Entire Agreement.** This Agreement, including any documents expressly incorporated by reference whether or not attached thereto, constitutes the entire agreement between the parties relating to HLAT Reorganization and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the HLAT Reorganization. This Agreement supersedes Sections III.A and III.G of the 2008 Agreement only to the extent such provisions would prohibit City's expansion of the ULL to include the HLAT and the HLAT Reorganization. Except as provided in the preceding sentence, the 2008 Agreement shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall constitute an original.

k. **Amendment.** This Agreement may only be amended in writing by an amendment authorized by the City Council and County Board of Supervisors.

l. **Recitals Adopted.** The parties hereby agree to and adopt the Agreement recitals as portions of the Agreement.

m. **Termination.** If LAFCO does not approve the HLAT Reorganization within two (2) years of the Effective Date, the County may terminate this Agreement with thirty (30) days prior written notice to the other party effective on the date set forth in the notice. The City reserves the right to terminate its application for the HLAT Reorganization in the event of a third party challenge of any type to the HLAT Reorganization, and thereby terminate this Agreement. The Parties may also terminate this Agreement by mutual consent.

n. **Joint Defense in Event of Third Party Challenges to the Agreement.** Subject to Section 8 (a) and (b) above, 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.

o. **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.

[Signatures on following page.]

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the effective date written above.

COUNTY OF NAPA

By: _____.

Amber Manfree, Chair of Board of Supervisors

Approved as to Form:

By: _____

Sheryl L. Bratton, County Counsel

Attest:

By: _____

Neha Hoskins, Napa Clerk of the Board of Supervisors

CITY OF AMERICAN CANYON

Pierre Washington, Mayor

By: _____

Approved as to Form:

Teresa L. Highsmith, City Attorney

By: _____

Attest: Teresa Geilfuss, American Canyon City Clerk

By: _____.

Ex. A – Legal Description of Existing ULL

EXHIBIT D (From 2008 Agreement)

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 I 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 I, 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. & Lorrayne D. Cantoni as shown on the map entitled "Record of Survey of the lands of John D. & Lorrayne 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 $\frac{3}{4}$ " 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.

Ex. B – Legal Description and Plat Map of HLAT

HESS WINERY AND LAIRD PROPERTY ANNEXATION
TO THE CITY OF AMERICAN CANYON AND THE
AMERICAN CANYON FIRE PROTECTION DISTRICT

GRAPHIC DESCRIPTION

All that certain real property situate in a portion of Sections 12 and 13, Township 4 North, Range 4 West, Mount Diablo Baseline and Meridian, in the County of Napa, State of California, described as follows:

Being a portion of Parcels B and C as said Parcels are shown and so designated on Parcel Map No. 4827, recorded August 24, 1995, filed in book 21 of Parcel Maps, at page 50, in the office of the County Record of Napa County, more particularly described as follows:

Beginning at an angle point on the Eastern boundary line of the existing District boundary, said point being the Southeast corner of said Parcel C;

Thence, along said District boundary, (1) North 89°30'19" West 2220.39 feet;

Thence, leaving said District boundary along the Southern line of said Parcel C, (2) North 00°36'40" East 47.77 feet;

Thence, continuing along said Southern line of Parcel C, (3) North 89°23'20" West 261.35 feet.

Thence, further continuing along said Southern line of Parcel C, (4) North 46°02'51" West 40.22 feet to a point on said Eastern District boundary;

Thence, along said Eastern District boundary the following seven courses:

1. (5) North 02°42'22" West 359.52 feet;
2. (6) North 05°23'19" West 444.68 feet;
3. (7) North 00°29'28" East 2,922.03 feet;
4. (8) South 89°23'20" East 5.04 feet;
5. (9) North 00°36'40" East 545.83 feet;
6. (10) North 18°21'54" East 136.14 feet;
7. (11) North 57°34'07" East 70.28 feet;

Thence, leaving said District boundary and continuing along the easterly line of that certain right of way and easement for County Road, Highway purposes, and Utility purposes recorded August 11, 1995, under Series Number 1995 017420 of Official Records of Napa County, the following four courses:

1. (12) North 78°56'03" East 108.86 feet;
2. (13) Northwesterly along the arc of a non-tangent 330.00 foot radius curve to the left, from which the center of said curve bears North 02°33'47" West, through a central angle of 87°33'55", an arc distance of 504.34 feet;
3. (14) North 00°07'42" West 272.84 feet;
4. (15) Along the arc of a tangent 555.00 foot radius curve to the right, through a central angle of 32°23'12", an arc distance of 313.72 feet to a point on said District Boundary.

Thence, along said District boundary, (16) North $32^{\circ}17'35''$ East 313.02 feet;

Thence, leaving said District boundary, (17) South $89^{\circ}41'36''$ East 720.74 feet to the Northeast corner of said Parcel B;

Thence, along the Eastern line of said Parcel B, (18) South $00^{\circ}32'08''$ West 1,600.00 feet to a point on the Northern line of said Parcel C;

Thence, along said Northern line, (19) South $89^{\circ}41'36''$ East 1089.01 feet to the Northeast corner of said Parcel C;

Thence, along the Eastern line of said Parcel C, (20) South $00^{\circ}32'08''$ East 4110.82 feet to the **Point of Beginning**.

Excepting therefrom any portion of said lands lying within the 100' wide strip of land to the California Pacific Railroad Company as described in that grant deed filed in book P of Deeds, at page 422, Napa County records.

Containing 281.67 acres of land, more or less.

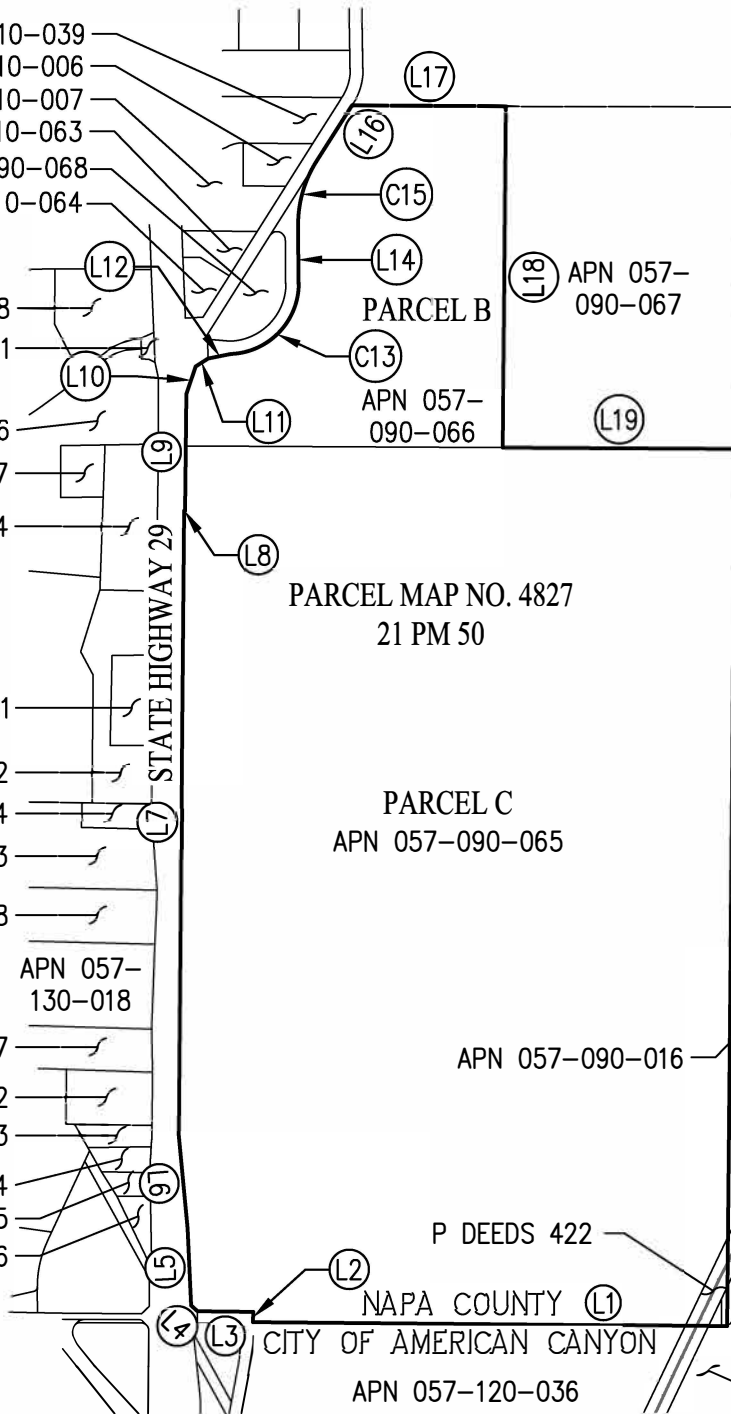
For assessment purposes only. This description of land is not a legal property description as defined in the Subdivision Map Act and may not be used as the basis for an offer of sale of the land described.

APN 057-110-039
APN 057-110-006
APN 057-110-007
APN 057-110-063
APN 057-090-068
APN 057-110-064

APN 057-090-078
APN 057-090-061
APN 057-090-086
APN 057-090-027
APN 057-090-004

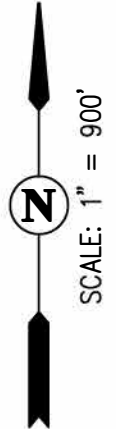
APN 057-090-051
APN 057-090-052
APN 057-130-024
APN 057-130-023
APN 057-130-008

APN 057-130-018
APN 057-130-027
APN 057-130-032
APN 057-130-013
APN 057-130-014
APN 057-130-015
APN 057-130-016



DISCLAIMER:
"FOR ASSESSMENT PURPOSES
ONLY. THIS DESCRIPTION OF LAND
IS NOT A LEGAL PROPERTY
DESCRIPTION AS DEFINED IN THE
SUBDIVISION MAP ACT AND MAY
NOT BE USED AS THE BASIS FOR
AN OFFER OF SALE OF THE LAND
DESCRIBED."

APN 057-070-017



NOTES:
1. SEE SHEET 2 FOR LINE
AND CURVE TABLES AND
VICINITY MAP.

L20

APN 057-090-016

APN 057-020-033

APN 059-020-034

P DEEDS 422

POINT OF BEGINNING

APN 057-020-044

APN 057-120-017

APN 057-120-036

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

PRELIMINARY

MARCH 27, 2025

SHEET 1 OF 2



CIVIL ENGINEERS • SURVEYORS • PLANNERS

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

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°30'19"W	2220.39'
L2	N00°36'40"E	47.77'
L3	N89°23'20"W	261.35'
L4	N46°02'51"W	40.22'
L5	N02°42'22"W	359.52'
L6	N05°23'19"W	444.68'
L7	N00°29'28"E	2922.03'
L8	S89°23'20"E	5.04'
L9	N00°36'40"E	545.83'
L10	N18°21'54"E	136.14'
L11	N57°34'07"E	70.28'
L12	N78°56'03"E	108.86'
L14	S00°07'42"E	272.84'
L16	N32°17'35"E	313.02'
L17	S89°41'36"E	720.74'
L18	S00°32'08"W	1600.00'
L19	S89°41'36"E	1089.01'
L20	S00°32'08"W	4110.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	330.00'	87°33'55"	504.34'
C15	555.00'	32°23'12"	313.72'

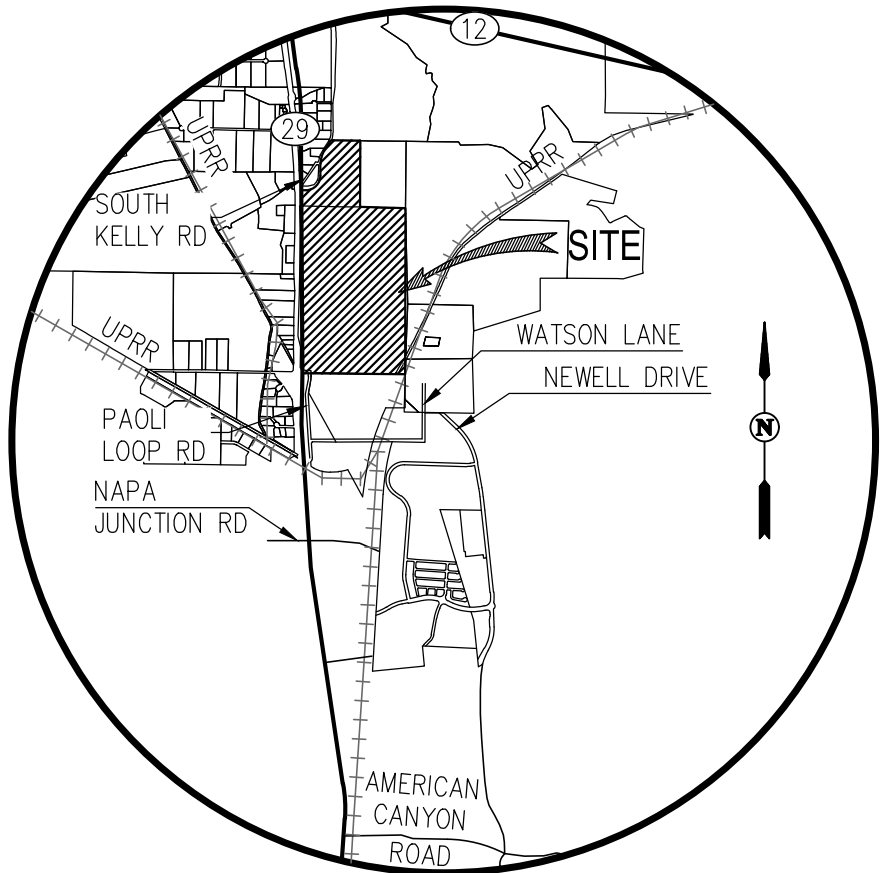


EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

MARCH 27, 2025

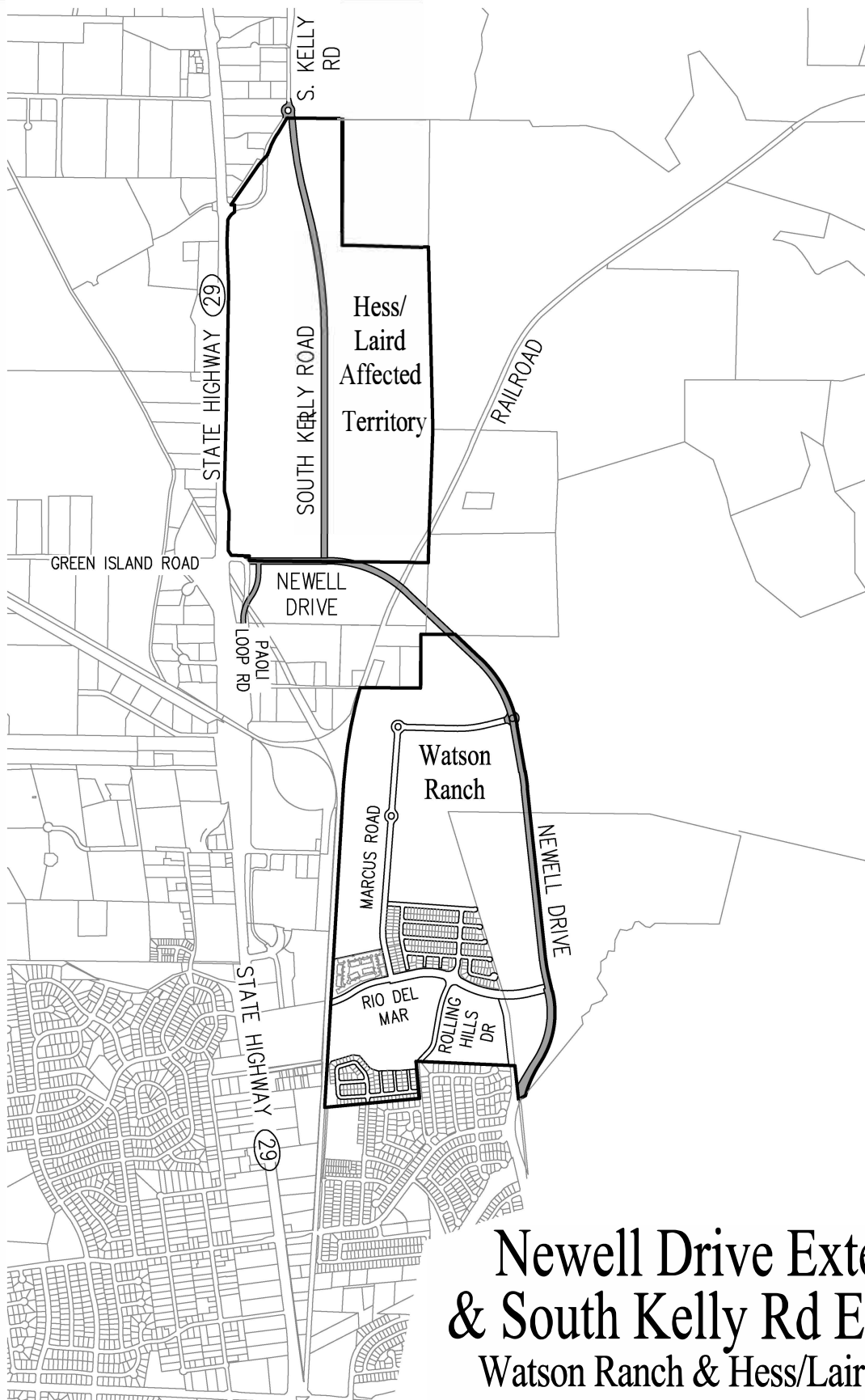
SHEET 2 OF 2



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

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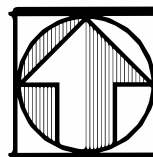
Exhibit C – Preliminary Alignment of Newell Drive and South Kelly Road



Newell Drive Extension & South Kelly Rd Extension Watson Ranch & Hess/Laird Property

CITY OF AMERICAN CANYON NAPA COUNTY CALIFORNIA

DATE: MARCH 2023 SCALE: 1" = 2,000'



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SACRAMENTO (916) 375-1877
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RESOLUTION NO. 2026-

A RESOLUTION APPROVING THE PAOLI-WATSON LANE AFFECTED TERRITORY PROPERTY TAX SHARING AGREEMENT

WHEREAS, American Canyon initiated proceedings with the Local Area Formation Commission of Napa County ("LAFCO") to annex the Paoli Loop/Watson Lane Affected Territory (PWLAT) in October 2025;

WHEREAS, the PWLAT is comprised of approximately 75 acres currently in the unincorporated County of Napa ("County"), located east of SR-29 near Watson Lane and is comprised of the following APNs and parcels:

1. 057-120-014
2. 057-120-015
3. 057-120-017
4. 057-120-034
5. 057-120-036
6. 057-120-047
7. 057-120-048
8. 057-120-049
9. 057-120-028
10. 057-120-041
11. 057-120-045
12. 057-120-050
13. 057-120-051
14. 057-180-014
15. 057-180-015

WHEREAS, Revenue and Taxation Code section 99 requires local agencies whose service area or responsibility will be altered by a jurisdictional change to negotiate the amount of property tax revenues to be exchanged between them that is realized from the property proposed to be annexed; and

WHEREAS, LAFCO cannot approve a proposed annexation until it receives resolutions from the affected local agencies expressing agreement to accept the exchange of property tax revenues; and

WHEREAS, County and City staff have agreed to a proposed exchange of property tax revenues realized from the PWLAT.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement attached hereto as Exhibit A.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of American Canyon does hereby delegate authority to the City Manager to execute the Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement – including any non-substantive revisions thereof with the concurrence of the City Attorney.

NOW BE IT FURTHER RESOLVED, that the City Manager is directed to forward copies of this resolution and the executed Agreement to the Napa County Auditor-Controller and to the Executive Officer of LAFCO.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

Teresa Highsmith, City Attorney

EXHIBIT A – Paoli-Watson Lane Affected Territory Property Tax Sharing Agreement

American Canyon Agreement No. ____
Napa County Agreement No. ____
Property Tax Sharing Agreement

for the

Paoli-Watson Lane Affected Territory

This Property Tax Sharing Agreement (this “Agreement”) is made and entered into as of _____, 2026 (“Effective Date”) by and between the County of Napa, a political subdivision of the state of California (“County”) ; and the City of American Canyon, a municipal corporation (“City”)(collectively, “Parties”).

RECITALS

A. The Local Agency Formation Commission of Napa County (“LAFCO”) has received an application from the City for annexation of the “Paoli-Watson Lane Affected Territory” (PWLAT), consisting of approximately 74.6 acres and collectively comprised of the following fifteen (15) APNs as more fully depicted in Exhibit “A”:

1. 057-120-014
2. 057-120-015
3. 057-120-017
4. 057-120-034
5. 057-120-036
6. 057-120-047
7. 057-120-048
8. 057-120-049
9. 057-120-028
10. 057-120-041
11. 057-120-045
12. 057-120-050

13. 057-120-051

14. 057-180-014

15. 057-180-015

B. Pursuant to Section 99 of the Revenue and Taxation Code, the governing bodies of all local agencies whose service area or service responsibilities will be altered by a proposed jurisdictional change shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies.

C. The City Council of the City of American Canyon and the Board of Supervisors of the County of Napa, pursuant to Revenue and Taxation Code Section 99, subdivision (b)(5), have determined the amount of property tax revenues to be exchanged as a result of the proposed jurisdictional changes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Annexation Effective Date. The property tax allocation set forth in Section 2 below shall commence on the date the LAFCO Executive Officer's Certificate of Completion is recorded consistent with applicable law, including the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000. *et seq.*, but in no event prior to approval of the PWLAT annexation by LAFCO ("Annexation Effective Date"). If litigation is filed challenging the validity of the PWLAT annexation, the Annexation Effective Date shall be tolled until the litigation and any appeals are concluded. If litigation should result in a final judgement that the PWLAT annexation is invalid, including exhaustion of any appeals, then this Agreement shall have no further force or effect.

2. Allocation of Property Taxes. Subject to Section 4, beginning on the Annexation Effective Date, the County shall retain fifty percent (50%) of the County's existing share of the one percent (1%) property tax rate increment from the PWLAT as calculated by the County Auditor ("County Tax Increment"); and the City shall be allocated fifty percent (50%) of the County Tax Increment (ie. "50%/50% allocation").

3. Property Tax Revenue. The property taxes revenue subject to this Agreement shall mean "ad valorem real property taxes," as the phrase is used in Section 25.5(b) of Article XIII A of the California Constitution, excluding certain property tax revenue set forth in Revenue and Taxation Code Section 95(c), that is collected from the PWLAT.

4. ULL/RHNA Agreement.

a. Concurrently herewith, the City and County have executed a separate “Urban Limit Line and Regional Housing Needs Allocation Agreement (ULL/RHNA Agreement)” authorizing the City to expand the American Canyon ULL in exchange for the City’s agreement to accept a percentage of the County’s RHNA in perpetuity, commencing with the Seventh Housing Element Revision.

b. The parties agree City share of the County Tax Increment shall further increase from that amount shown in Section 2 upon approval of the transfer of the specified portion of the County’s RHNA to the City, commencing with the Seventh Housing Element Revision (2031-2039) and continuing for each subsequent Housing Element Revision in perpetuity, in accordance with the ULL/RHNA Agreement. Beginning on the effective date of the Seventh Housing Element Revision that includes the transfer of the specified portion of the County’s RHNA to the City, in lieu of the allocation in Section 2, the City shall be allocated Seventy-Five percent (75%) of the County Tax Increment; and the County shall retain the remaining Twenty-Five percent (25%) of the County Tax Increment. This “75%/25% allocation” shall continue so long as the transfer of the specified portion of the County’s RHNA is included in each subsequent Housing Element Revision in accordance with the ULL/RHNA Agreement. If any future Housing Element Revision does not include the transfer of the County’s RHNA to the City by the applicable percentage set forth in the ULL/RHNA Agreement for any reason, including a change in law, the “75%/25% allocation” of County Tax Increment in this Section shall cease and the “50%/50% allocation” of County Tax Increment shall be implemented in accordance with Section 2.

5. Additional Terms and Conditions:

a. Compliance with Revenue and Taxation Code section 99. Whenever applicable, the parties will take the necessary steps required by section 99 of the Revenue and Taxation Code to implement this Agreement, including adoption of the requisite resolutions.

b. Indemnification. To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other parties, their elected and appointed officials, officers, employees and agents from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees

(collectively, "Claims") against the other parties for damages or violation of any law arising from or in any way connected with any act, omission, or other action taken by that party in performance of its duties under this Agreement.

c. 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, this Agreement shall be void.

d. Assignment/Delegation. Neither party hereto shall assign, or transfer any benefit or obligations 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.

e. Severability. In the event any provision of this Agreement or the ULL/RHNA Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the valid or enforceable portion thereof and the remaining provisions of this Agreement and the ULL/RHNA Agreement will remain in full force and effect except to the extent removal of the invalid portion would materially and adversely impact one or more parties' consideration for entering into this Agreement and the ULL/RHNA Agreement.

f. 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.

g. Reserved.

h. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

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

With Copy to:
City Attorney
Colantuono Highsmith & Whatley P.C.

790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101

County of Napa:
Chief Executive Officer
Napa County
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

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

i. Entire Agreement. This Agreement and the ULL/RHNA Agreement, including any documents expressly incorporated by reference whether or not attached thereto, constitutes the entire agreement between the parties relating to the annexation of, and allocation of County Tax Increment for, the PWLAT and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the annexation of, and allocation of County Tax Increment for, the PWLAT. This Agreement may be executed in counterparts, each of which shall constitute an original.

j. Amendment. This Agreement may only be amended in writing by an amendment authorized and executed by the City and County.

k. Recitals Adopted. The Recitals are incorporated by reference into this and are a part of this Agreement.

l. 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 this Agreement.

m. Dispute Resolution.

i. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the

Parties agree upon the request of any of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

- ii. If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the Parties agree to enter into mediation before initiating litigation. The Parties shall mutually agree upon a mediator and each party shall pay one third (1/3) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within sixty (60) days of notice of the intent to undergo mediation. If the mediation is not completed within sixty (60) days of notice, a party may initiate litigation. The Parties shall act in good faith and with due diligence to timely complete the mediation.
- iii. If litigation is commenced before mediation due to one of the reasons mentioned above, the Parties agree to immediately commence and complete mediation within sixty (60) days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

n. Copy to Interested Persons. The Clerk of the Board shall immediately forward a copy of this Agreement to the Auditor-Controller for the County, the Clerk the City, and the Executive Officer of LAFCO.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the effective date written above.

COUNTY OF NAPA

By: _____

Amber Manfree, Chair of Board of Supervisors

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

Pierre Washington, Mayor

By: _____

Approved as to Form:

Teresa L. Highsmith, City Attorney

By: _____

Attest: Teresa Geilfuss, American Canyon City Clerk

By: _____.

Exhibit A – Map of Paoli-Watson Lane Territory

PAOLI/WATSON LOCATION MAP



RESOLUTION NO. 2026-

A RESOLUTION APPROVING THE HESS-LAIRD AFFECTED TERRITORY PROPERTY TAX SHARING AGREEMENT

WHEREAS, property owners initiated proceedings with the Local Area Formation Commission of Napa County ("LAFCO") to annex the Hess-Laird Affected Territory (HLAT) in March 2026; and

WHEREAS, the HLAT is comprised of approximately 281 acres currently in the unincorporated County of Napa ("County"), located east of SR-29 north of Watson Lane and is comprised of the following APNs and parcels:

1. 057-090-065
2. 057-090-066

WHEREAS, Revenue and Taxation Code section 99 requires local agencies whose service area or responsibility will be altered by a jurisdictional change to negotiate the amount of property tax revenues to be exchanged between them that is realized from the property proposed to be annexed; and

WHEREAS, LAFCO cannot approve a proposed annexation until it receives resolutions from the affected local agencies expressing agreement to accept the exchange of property tax revenues; and

WHEREAS, County and City staff have agreed to a proposed exchange of property tax revenues realized from the HLAT.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of American Canyon does hereby approve the Hess-Laird Affected Territory Property Tax Sharing Agreement attached hereto as Exhibit A.

NOW, THEREFORE BE IT FURTHER RESOLVED that the City Council of the City of American Canyon does hereby delegate authority to the City Manager to execute the Hess-Laird Affected Territory Property Tax Sharing Agreement – including any non-substantive revisions thereof with the concurrence of the City Attorney.

NOW BE IT FURTHER RESOLVED, that the City Manager is directed to forward copies of this resolution and the executed Agreement to the Napa County Auditor-Controller and to the Executive Officer of LAFCO.

PASSED, APPROVED and ADOPTED at a regularly scheduled meeting of the City Council of the City of American Canyon held on the 21st day of April 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Pierre Washington, Mayor

ATTEST:

APPROVED AS TO FORM:

Taresa Geilfuss, CMC, City Clerk

Teresa Highsmith, City Attorney

EXHIBIT A – Hess-Laird Affected Territory Property Tax Sharing Agreement

American Canyon Agreement No. ____
Napa County Agreement No. ____
American Canyon Fire Protection District Agreement No. ____

Property Tax Sharing Agreement

for the

Hess-Laird Affected Territory

This Property Tax Sharing Agreement (this “Agreement”) is made and entered into as of _____, 2026 (“Effective Date”) by and between the County of Napa, a political subdivision of the state of California (“County”) the City of American Canyon, a municipal corporation (“City”), and the American Canyon Fire Protection District, a Subsidiary Special District (“ACFPD”) (collectively, “Parties”).

RECITALS

- A. The Local Agency Formation Commission of Napa County (“LAFCO”) has received a landowner application dated March 12, 2026 for the “Hess-Laird Affected Territory (HLAT),” consisting of approximately 281 acres and collectively comprising APNs 057-090-065 & -066 as described and depicted in Exhibit A attached hereto and incorporated herein by reference (“HLAT”). The application proposes to amend the City’s and the American Canyon Fire Protection District’s (“District”) Spheres of Influence to include the HLAT and to annex the HLAT into the jurisdictional boundaries of the City and the District (collectively, the “HLAT Reorganization”).
- B. The properties comprising the HLAT are currently outside the American Canyon Urban Limit Line (ULL).
- C. Concurrently herewith, the City and County will execute a separate “Amended and Restated Urban Limit Line and Regional Housing Needs Allocation Agreement (ULL/RHNA Agreement)” that will permit the City to expand its ULL to include properties in the HLAT in exchange for the City’s agreement to accept a percentage of the County’s RHNA in perpetuity, commencing with the Seventh Housing Element Revision.
- D. Pursuant to Section 99 of the Revenue and Taxation Code, the governing bodies of all local agencies whose service area or service responsibilities will be altered by a proposed jurisdictional change shall negotiate and determine by resolution the amount of property tax revenues to be exchanged between and among such local agencies.

E. The City Council of the City of American Canyon, the Board of Directors of the American Canyon Fire Protection District, and the Board of Supervisors of the County of Napa, pursuant to Revenue and Taxation Code Section 99, subdivision (b)(5), have determined the amount of property tax revenues to be exchanged as a result of the proposed jurisdictional changes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Annexation Effective Date. The property tax allocation set forth in Section 2 below shall commence on the date the LAFCO Executive Officer's Certificate of Completion is recorded consistent with applicable law, including the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Government Code Section 56000. *et seq.*, but in no event prior to approval of the HLAT Reorganization by LAFCO ("Annexation Effective Date"). If litigation is filed challenging the validity of the HLAT Reorganization, the Annexation Effective Date shall be tolled until the litigation and any appeals are concluded. If litigation should result in a final judgement that the HLAT Reorganization is invalid, including exhaustion of any appeals, then this Agreement shall have no further force or effect.

2. Allocation of Property Taxes.

a. Beginning on the Annexation Effective Date, the ACFPD shall be allocated one hundred percent (100%) of the County's Structural Fire tax increment as calculated by the Napa County Auditor-Controller ("County Auditor"). This allocation shall not be subject to change based on Section 4.

b. Subject to Section 4, beginning on the Annexation Effective Date, the City shall be allocated Forty-Seven and a half percent (47.5%) of the County's share of the one percent (1%) property tax rate increment from the HLAT as calculated by the County Auditor ("County Tax Increment"); the ACFPD shall be allocated Five percent (5%) of County Tax Increment; and the County shall retain the remaining Forty-Seven and a half percent (47.5%) of the County Tax Increment (i.e. "47.5%/5%/47.5% allocation").

3. Property Tax Revenue. The property taxes revenue subject to this Agreement shall mean "ad valorem real property taxes," as the phrase is used in Section 25.5(b) of Article XIII A of the California Constitution, excluding certain property tax revenue set forth in Revenue and Taxation Code Section 95(c), that is collected from the HLAT.

4. ULL/RHNA Agreement.

a. Concurrently herewith, the City and County shall enter a separate “Urban Limit Line and Regional Housing Needs Allocation Agreement (ULL/RHNA Agreement)” authorizing the City to expand the American Canyon ULL to include properties in the HLAT in exchange for the City’s agreement to accept a percentage of the County’s RHNA in perpetuity, commencing with the Seventh Housing Element Revision. The ACFPD shall not be a party to the ULL/RHNA Agreement.

b. The parties agree the City share of the County Tax Increment shall increase from that amount shown in Section 2 upon approval of the transfer of the specified portion of the County’s RHNA to the City, commencing with the Seventh Housing Element Revision (2031-2039) and continuing for each subsequent Housing Element Revision in perpetuity, in accordance with the ULL/RHNA Agreement. Beginning on the effective date of the Seventh Housing Element Revision that includes the transfer of the specified portion of the County’s RHNA to the City in accordance with the ULL/RHNA Agreement, in lieu of the allocation in Section 2b the City shall be allocated Seventy percent (70%) of the County’s share of the County Tax Increment; the ACFPD shall be allocated Five percent (5%) of County Tax Increment; and the County shall retain the remaining Twenty-Five percent (25%) of the County Tax Increment. This “70%/25%/5% allocation” shall continue so long as the transfer of the specified portion of the County’s RHNA is included in each subsequent Housing Element Revision. If any future Housing Element Revision, does not include the transfer of the County’s RHNA to the City by the applicable percentage set forth in the ULL/RHNA Agreement for any reason, including a change in law, the “70%/5%/25% allocation” of County Tax Increment in this Section shall cease and the “47.5%/5%/47.5% allocation” of County Tax Increment shall be implemented in accordance with Section 2b.

5. Additional Terms and Conditions:

a. Compliance with Revenue and Taxation Code section 99. Whenever applicable, the parties will take the necessary steps required by section 99 of the Revenue and Taxation Code to implement this Agreement, including adoption of the requisite resolutions.

b. Indemnification. To the fullest extent permitted by law, each party agrees to defend, indemnify, and hold harmless the other parties, their elected and appointed officials, officers, employees and agents from and against any and all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, proceedings and judgments including, without limitation, reasonable attorneys' fees (collectively, “Claims”) against the other parties for damages or violation of any law arising from or in any way connected with any act, omission, or other action taken by that party in performance of its duties under this Agreement.

c. 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, this Agreement shall be void.

d. Assignment/Delegation. Neither party hereto shall assign, or transfer any benefit or obligations 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.

e. Severability. In the event any provision of this Agreement or the ULL/RHNA Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the valid or enforceable portion thereof and the remaining provisions of this Agreement and the ULL/RHNA Agreement will remain in full force and effect except to the extent removal of the invalid portion would materially and adversely impact one or more parties' consideration for entering into this Agreement and the ULL/RHNA Agreement.

f. 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.

g. Re-Opener. In the event City approves development proposals for properties within the HLAT for uses that exceed the ACPFD's financial ability to provide services, then the City and AFFPD will work together to augment revenue sources available to the ACPFD which may include the reallocation of City's share of County Tax Increment to the ACPFD to support delivery of ACPFD services, but regardless, the County will retain 25% of the County Tax Increment and have no obligation to support ACPFD or reallocate any of its remaining County Tax Increment.

h. Notices. Whenever notice is to be given, it shall be in writing and delivered by personal, overnight express or courier service, with a written receipt, or sent by registered or certified mail in a sealed envelope, postage prepaid, return receipt requested and addressed as follows:

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

With Copy to:

City Attorney
Colantuono Highsmith & Whatley P.C.
790 E. Colorado Blvd., Suite 850
Pasadena, CA 91101

County of Napa:
Chief Executive Officer
Napa County
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

American Canyon Fire Protection District:
Fire Chief
911 Donaldson Way E
American Canyon, CA 94503

With Copy to:
District Legal Counsel
350 Cambridge Ave, Suite 125
Palo Alto , CA 94306

Changes may be made in addresses to where notices are to be delivered by giving notice pursuant to this provision.

i. Entire Agreement. This Agreement and the ULL/RHNA Agreement, including any documents expressly incorporated by reference whether or not attached thereto, constitutes the entire agreement between the parties relating to the annexation of, and allocation of County Tax Increment for, the HLAT and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the annexation of, and allocation of County Tax Increment for, the HLAT. This Agreement may be executed in counterparts, each of which shall constitute an original.

j. Amendment. This Agreement may only be amended in writing by an amendment authorized and executed by the City, County and ACFD.

k. Recitals Adopted. The Recitals are incorporated by reference into this and are a part of this Agreement.

l. 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 this Agreement.

m. Dispute Resolution.

i. If any dispute arises regarding the interpretation or application of this Agreement or any determination or calculation thereunder, the Parties agree upon the request of any of them to meet and attempt to resolve the same amicably for a period not to exceed thirty (30) days.

ii. If the dispute is not otherwise resolved, and absent the need for emergency relief or to meet a statute of limitations, the Parties agree to enter into mediation before initiating litigation. The Parties shall mutually agree upon a mediator and each party shall pay one third (1/3) the cost of the mediator and bear their own costs for the mediation. The mediation shall be completed within sixty (60) days of notice of the intent to undergo mediation. If the mediation is not completed within sixty (60) days of notice, a party may initiate litigation. The Parties shall act in good faith and with due diligence to timely complete the mediation.

iii. If litigation is commenced before mediation due to one of the reasons mentioned above, the Parties agree to immediately commence and complete mediation within sixty (60) days of the commencement of litigation as evidenced by the filing in court of a formal complaint, petition, or similar document.

n. Copy to Interested Persons. The Clerk of the Board shall immediately forward a copy of this Agreement to the Auditor-Controller for the County, the Clerks of the ACFD and the City, and the Executive Officer of LAFCO.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the effective date written above.

COUNTY OF NAPA

By: _____

Amber Manfree, Chair of Board of Supervisors

APPROVED AS TO FORM Office of County Counsel By: _____ Deputy County Counsel Date: _____	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
---	--	--

CITY OF AMERICAN CANYON

Pierre Washington, Mayor

By: _____

Approved as to Form:

Teresa L. Highsmith, City Attorney

By: _____

Attest: Teresa Geilfuss, American Canyon City Clerk

By: _____.

AMERICAN CANYON FIRE PROTECTION DISTRICT

Pierre Washington, Board Chair

By: _____

Approved as to Form:

William D. Ross, District Legal Counsel

By: _____

Attest: Cliff Campbell, Assistant Fire Chief/District Clerk

By: _____.

Exhibit A – Map of Hess-Laird Affected Territory

LINE TABLE		
NO	BEARING	LENGTH
L1	N89°30'19"W	2220.39'
L2	N00°36'40"E	47.77'
L3	N89°23'20"W	261.35'
L4	N46°02'51"W	40.22'
L5	N02°42'22"W	359.52'
L6	N05°23'19"W	444.68'
L7	N00°29'28"E	2922.03'
L8	S89°23'20"E	5.04'
L9	N00°36'40"E	545.83'
L10	N18°21'54"E	136.14'
L11	N57°34'07"E	70.28'
L12	N78°56'03"E	108.86'
L14	S00°07'42"E	272.84'
L16	N32°17'35"E	313.02'
L17	S89°41'36"E	720.74'
L18	S00°32'08"W	1600.00'
L19	S89°41'36"E	1089.01'
L20	S00°32'08"W	4110.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	330.00'	87°33'55"	504.34'
C15	555.00'	32°23'12"	313.72'

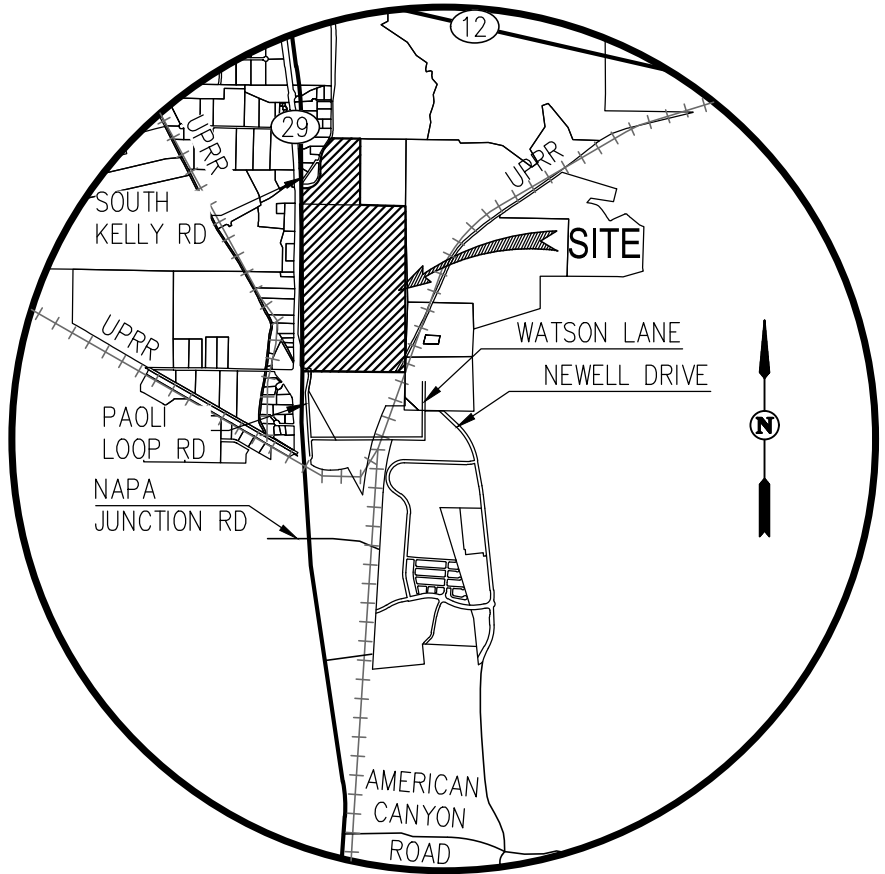


EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

MARCH 27, 2025

SHEET 2 OF 2



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322
ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

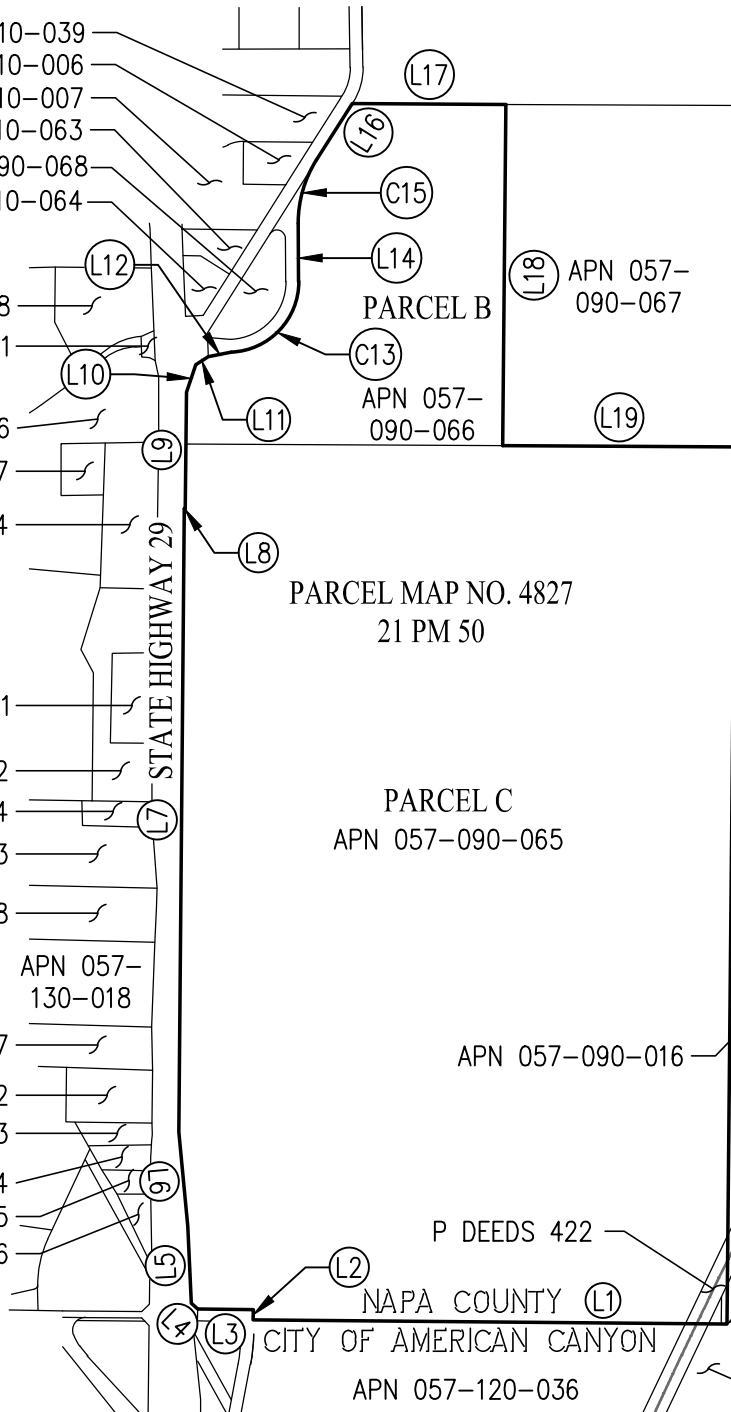
■ SURVEYORS ■ PLANNERS

APN 057-110-039
APN 057-110-006
APN 057-110-007
APN 057-110-063
APN 057-090-068
APN 057-110-064

APN 057-090-078
APN 057-090-061
APN 057-090-086
APN 057-090-027
APN 057-090-004

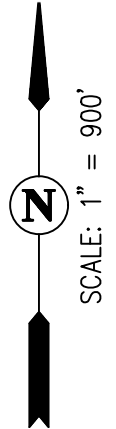
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APN 057-130-015
APN 057-130-016



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AN OFFER OF SALE OF THE LAND
DESCRIBED."

APN 057-070-017



NOTES:

1. SEE SHEET 2 FOR LINE
AND CURVE TABLES AND
VICINITY MAP.

(L20)

APN 057-090-016

APN 057-
020-033

APN 059-
020-034

POINT OF BEGINNING

APN 057-
020-044

APN 057-120-017

APN 057-120-036

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

PRELIMINARY

MARCH 27, 2025

SHEET 1 OF 2



CIVIL ENGINEERS

SAN RAMON ■ (925) 866-0322

ROSEVILLE ■ (916) 788-4456

WWW.CBANDG.COM

■ SURVEYORS ■ PLANNERS

PAOLI/WATSON LOCATION MAP



LINE TABLE		
NO	BEARING	LENGTH
L1	N89°30'19"W	2220.39'
L2	N00°36'40"E	47.77'
L3	N89°23'20"W	261.35'
L4	N46°02'51"W	40.22'
L5	N02°42'22"W	359.52'
L6	N05°23'19"W	444.68'
L7	N00°29'28"E	2922.03'
L8	S89°23'20"E	5.04'
L9	N00°36'40"E	545.83'
L10	N18°21'54"E	136.14'
L11	N57°34'07"E	70.28'
L12	N78°56'03"E	108.86'
L14	S00°07'42"E	272.84'
L16	N32°17'35"E	313.02'
L17	S89°41'36"E	720.74'
L18	S00°32'08"W	1600.00'
L19	S89°41'36"E	1089.01'
L20	S00°32'08"W	4110.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C13	330.00'	87°33'55"	504.34'
C15	555.00'	32°23'12"	313.72'

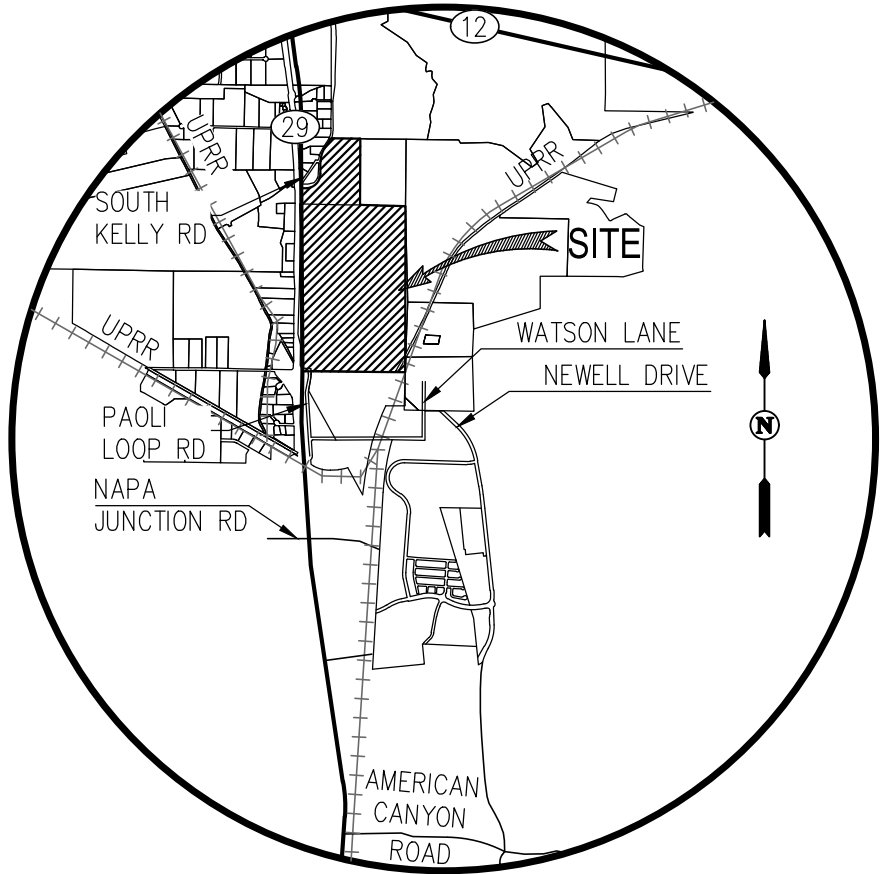


EXHIBIT B PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

MARCH 27, 2025

SHEET 2 OF 2



CIVIL ENGINEERS ■ SURVEYORS ■ PLANNERS

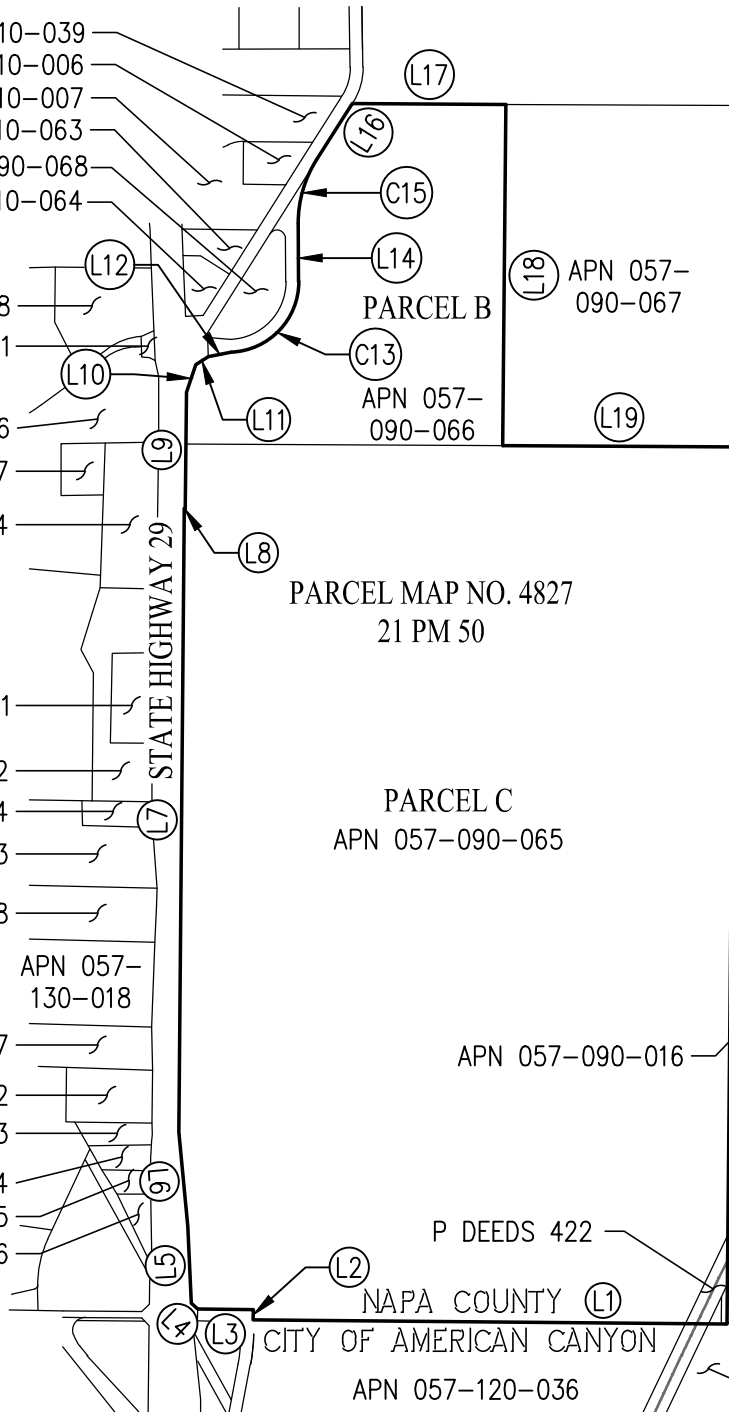
SAN RAMON ■ (925) 866-0322
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APN 057-110-039
 APN 057-110-006
 APN 057-110-007
 APN 057-110-063
 APN 057-090-068
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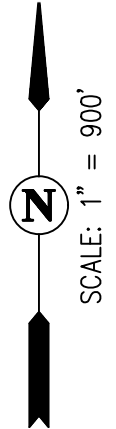
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(L20)

APN 057-090-016

APN 057-020-033

APN 059-020-034

P DEEDS 422

POINT OF BEGINNING

APN 057-020-044

APN 057-120-017

NAPA COUNTY (L1)
 CITY OF AMERICAN CANYON
 APN 057-120-036

EXHIBIT B

PLAT TO ACCOMPANY LEGAL DESCRIPTION

ANNEXATION TO THE CITY OF AMERICAN CANYON
 AND THE AMERICAN CANYON FIRE PROTECTION DISTRICT
 AMERICAN CANYON, NAPA COUNTY, CALIFORNIA

PRELIMINARY

MARCH 27, 2025

SHEET 1 OF 2

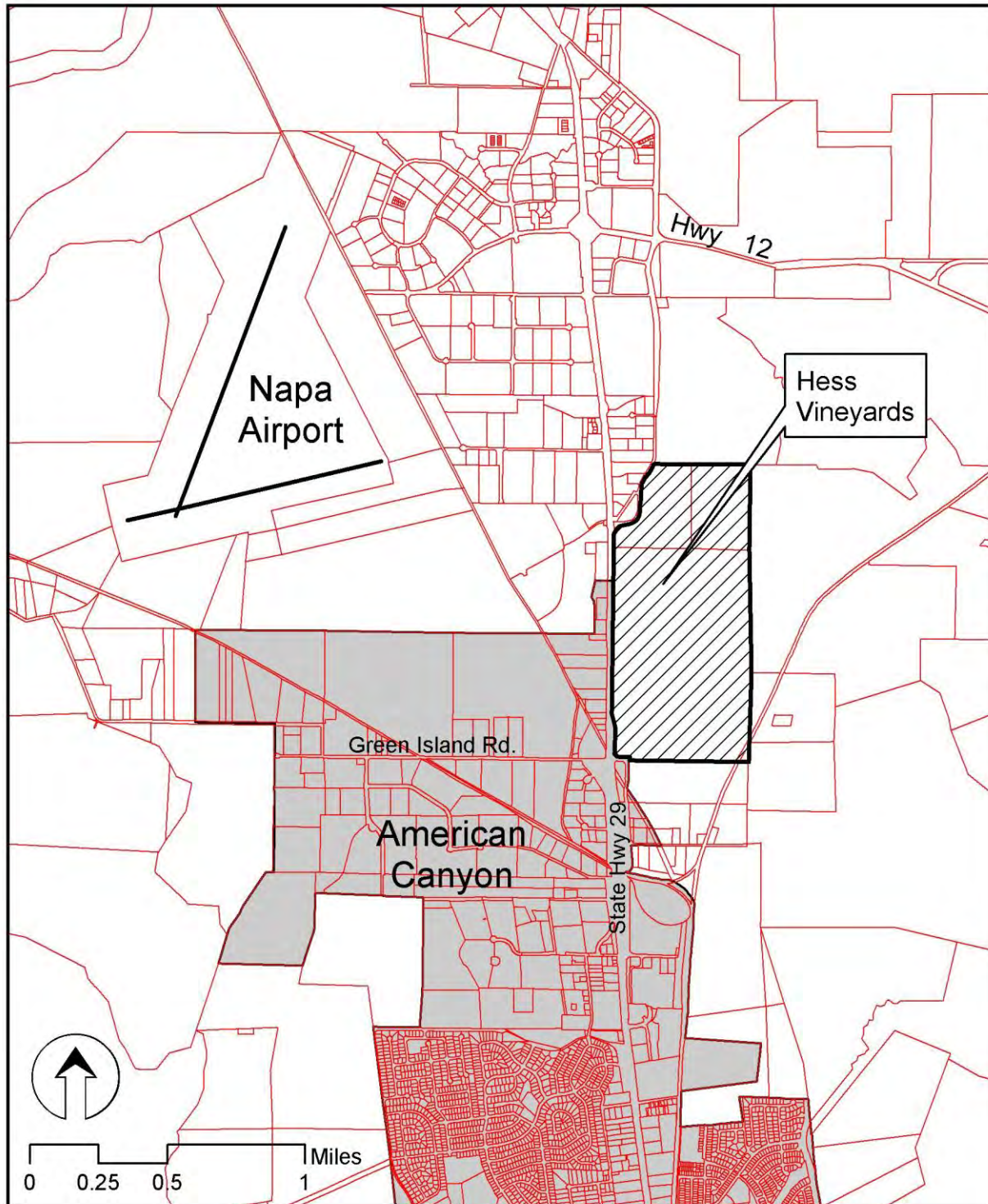


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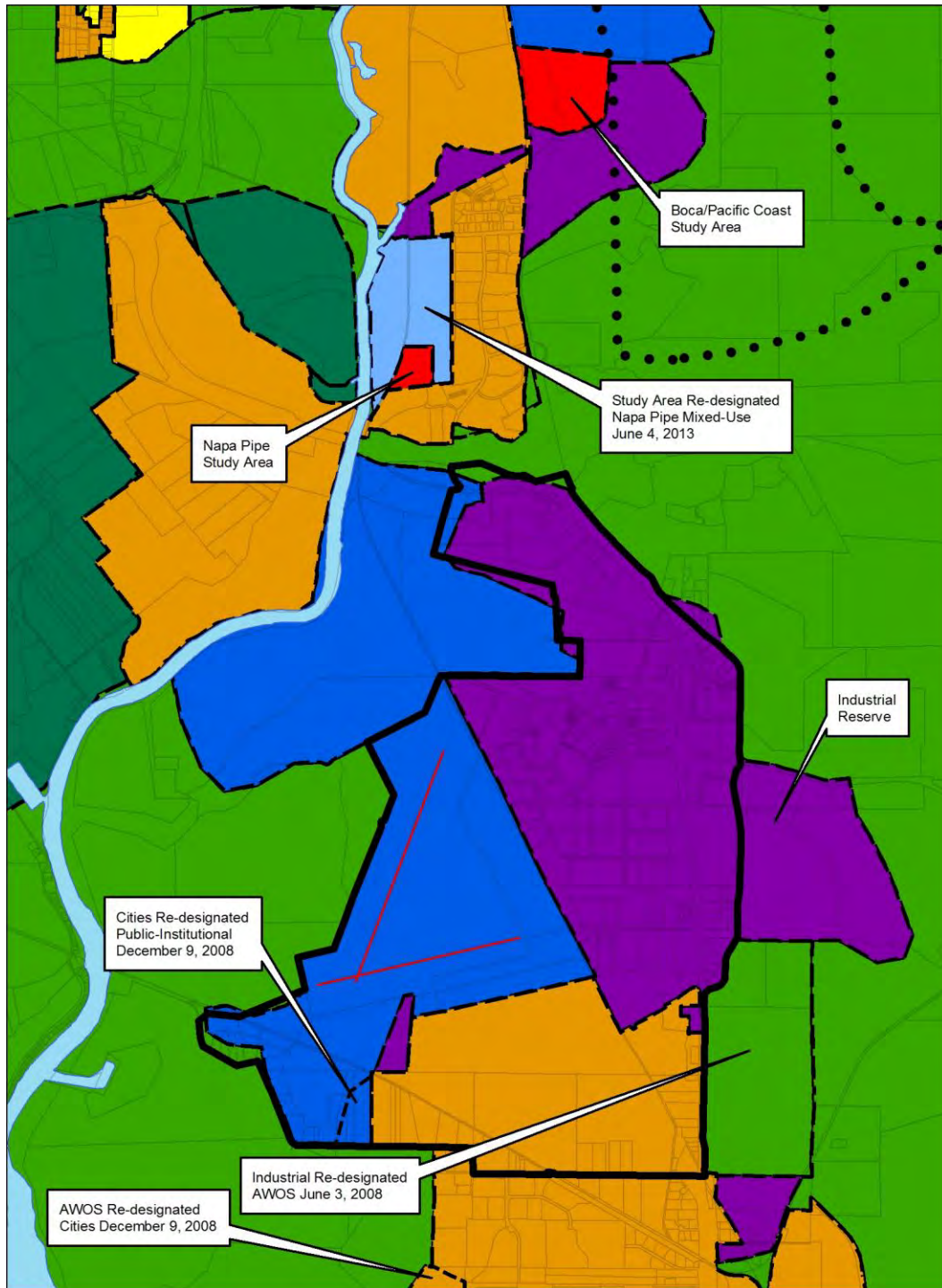
FIGURE AG/LU-1: HESS VINEYARDS LOCATION



Source: Napa County 2007



SOUTH COUNTY INDUSTRIAL AREAS



Note: See Figure AG/LU-3 on Page AG/LU-67 for the location of this area and the map legend.

FIGURE AG/LU-3.5: AR AND AWOS LANDS NOT SUBJECT TO MEASURE J

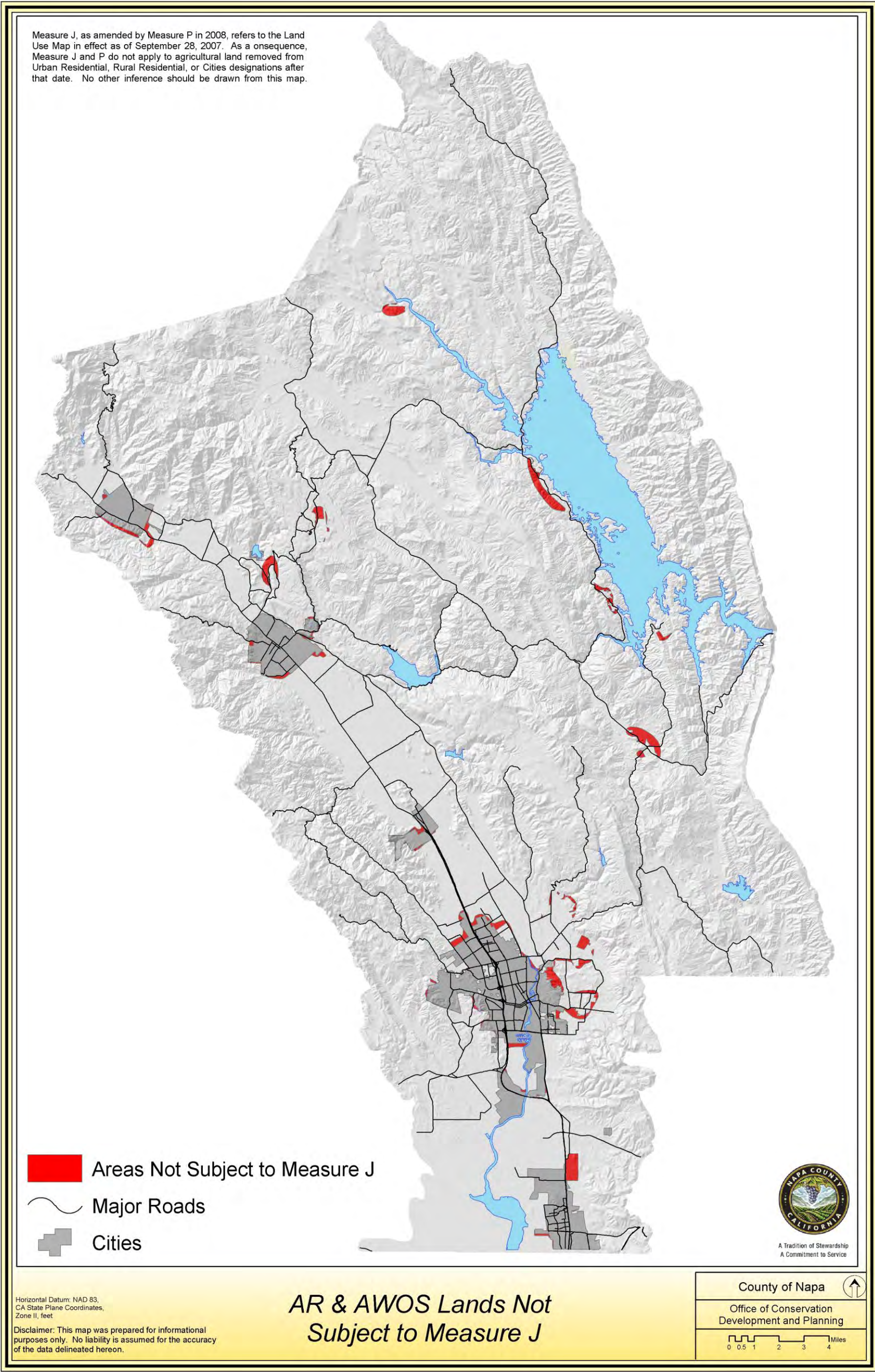
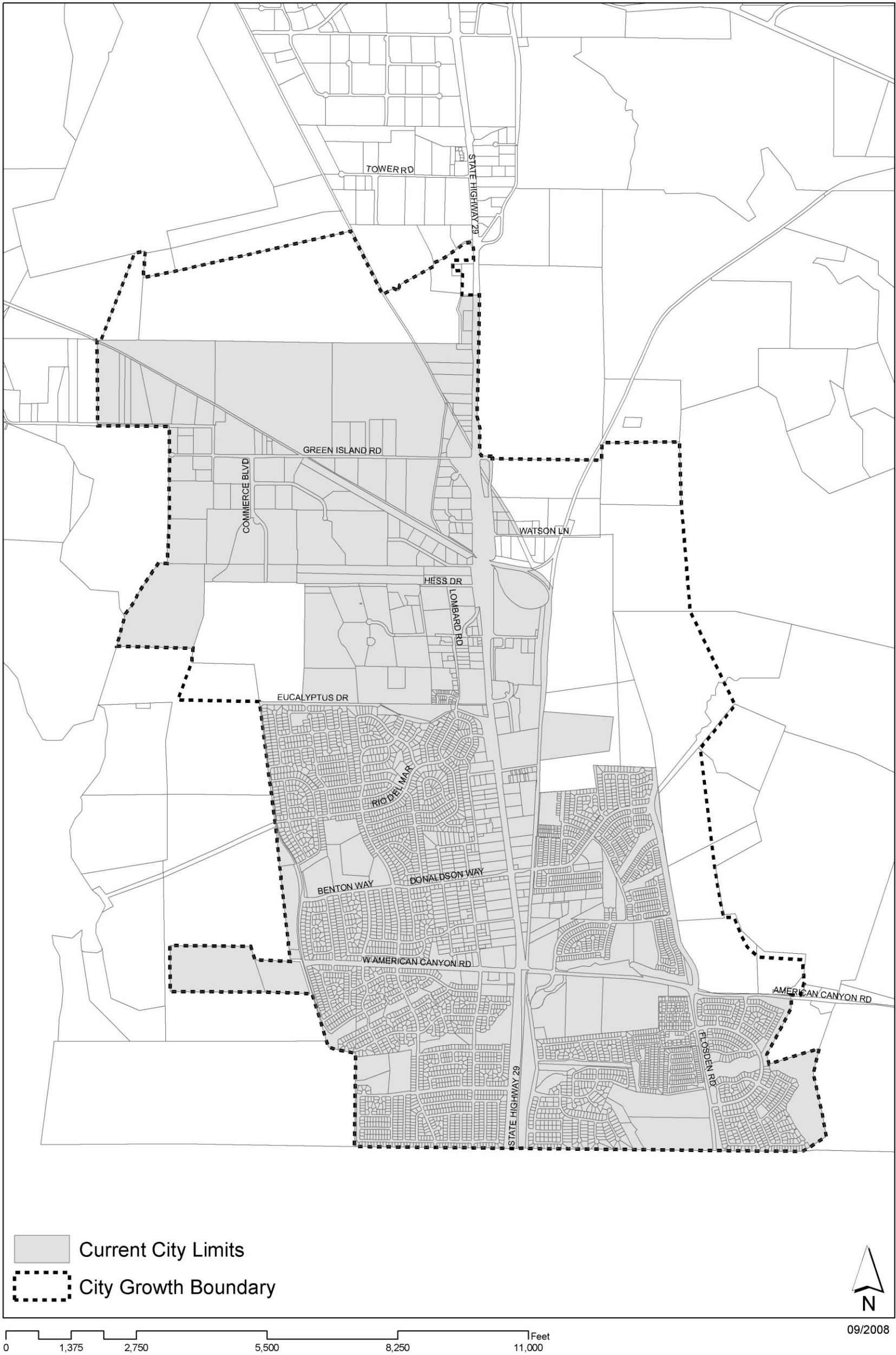


FIGURE AG/LU-5: CITY OF AMERICAN CANYON SOI & GROWTH BOUNDARY



American Canyon City Growth Boundary



TITLE

Q4 FY25/26 Capital Project Schedule Update

RECOMMENDATION

Receive this informational item and provide feedback.

CONTACT

Erica Ahmann Smithies, P.E., Public Works Director/City Engineer
Ron Ranada, P.E., Senior Civil Engineer

BACKGROUND & ANALYSIS

The Public Works Department will be providing quarterly updates on the status and delivery of Capital Improvement Projects (CIP) for the current fiscal year. City Council will be provided with a master project schedule, a map of citywide projects, and photos when available. The projects will include the name of the city staff member leading the project and consultant when applicable. At this time there are some projects that do not include a project lead but will be updated as the fiscal year unfolds.

FISCAL IMPACT

The Capital Improvement Program Budget was adopted by City Council on June 3, 2025.

ENVIRONMENTAL REVIEW

None

COMMUNICATION

Level 0: No Further Public Communication Needed

ATTACHMENTS:

1. [FY25-26 Q4 CIP 90-Day Summary](#)
2. [FY25-26 Q4 CIP Schedule](#)
3. [FY25-26 Q4 CIP Project Map](#)

Capital Project Accomplishments in the previous 90 Days:

I. On-Going Construction:

- A. Wetlands Edge Enhancement Project
Completed: Punch list
- B. Melvin Sidewalk and Drainage Project
On-going: speed table, punch list
- C. Green Island Road Reconstruction and Widening Project
On-going: Green Island concrete curb and gutter, streetlights, stormdrain and utility services
- D. SCADA Upgrades at the Water Reclamation Facility are underway
- E. SCADA Upgrades at the Water Treatment Plant are underway
- F. Silver Oak and Northampton Park Restrooms
On-going: Sewer laterals
- G. East American Canyon Road Guardrail Project
On-going: Signage and striping, punch list
- H. Veterans Park Playground & Surface
On-going: Playground installation

II. Advertised and/or Awarded for Construction:

- A. Zone 5 Water Pump Station
Under advertisement
- B. South Kelly – Highway 29 + Tower Road
Pending: Awaiting ROW clearance
- C. SS4 Broadway + SR29 Highway Crossing + Andrew Road Sewer
Pending: Final PS&E QA/QC

III. Design

- A. Melvin Park Tennis Courts
On-going: 75% Complete
- B. Green Island Road Class I Trail Project
On-going: 90% Complete
- C. Melvin Road Pavement Rehabilitation Project
On-going: Environmental review

- D. Citywide Pavement Rejuvenation Project
On-going: Preliminary Design

Capital Project Goals for the next 90 Days:

I. Construction:

- A. Green Island Road Reconstruction and Widening Project
On-going
- B. Veterans Park Playground & Surface
On-going
- C. Wetlands Edge Enhancement Project
NOC
- D. Melvin Sidewalk and Drainage Project
Completion inc. NOC
- E. SCADA Upgrades at the Water Reclamation Facility are underway
- F. SCADA Upgrades at the Water Treatment Plant are underway
- G. Silver Oak and Northampton Park Restrooms
Completion inc. NOC
- H. East American Canyon Road Guardrail Project
Completion inc. NOC

II. Advertise and/or Award for Construction:

- A. Zone 5 Water Pump Station
Award
- B. Melvin Park Tennis Courts
Advertise
- C. SS4 Broadway + SR29 Highway Crossing + Andrew Road Sewer
Advertise
- D. Green Island Road Class I Trail
Advertise
- E. South Kelly – Highway 29 + Tower Road
Advertise

III. Design

- A. **Melvin Road Pavement Rehabilitation Project**
Begin preliminary design and environmental review
- B. **Citywide Pavement Rejuvenation Project**
Begin preliminary design
- C. **Rancho Del Mar Phase II**
Begin pre-design
- D. **Main Street Park ADA Upgrades**
Preliminary Design
- E. **New Melvin Park**
Preliminary Design (Consultant)
- F. **Linwood Park Improvements**
Preliminary Design
- G. **Main Street Park Improvements**
Preliminary Design
- H. **Wetlands Restoration and Public Access**
Preliminary Design

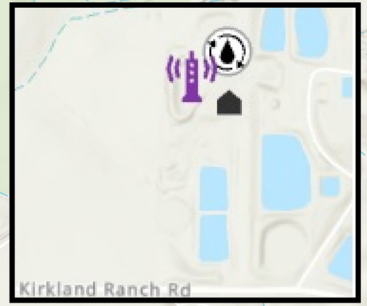
Parks and Facilities Projects

-  Melvin Tennis Courts Improvements
-  Northampton Park Restroom
-  Silver Oak Restroom
-  Melvin Park Improvements
-  Linwood Park Improvements
-  Veterans Park Playground Replacement and Resurface
-  Maint Street Park Improvements

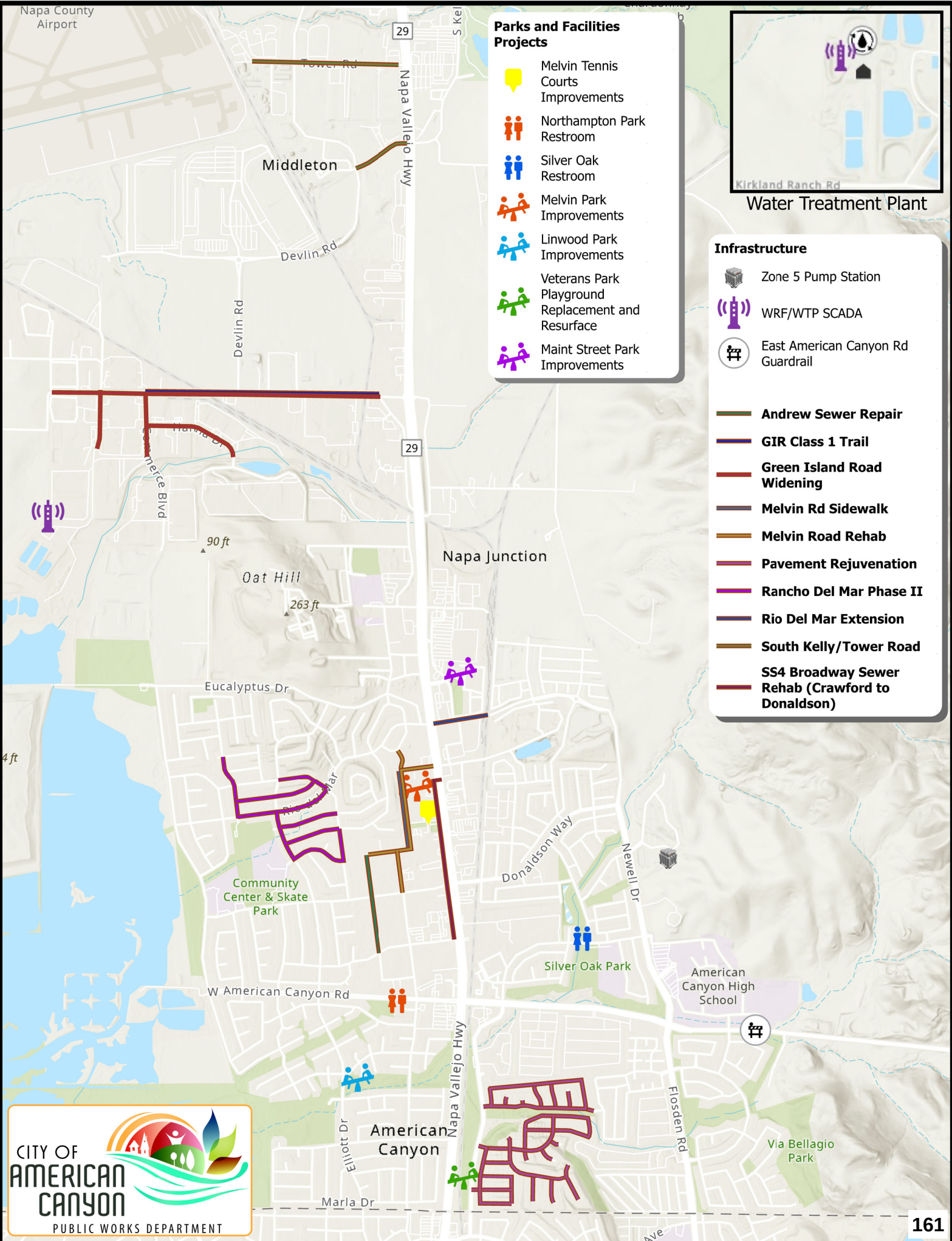
Infrastructure

-  Zone 5 Pump Station
-  WRF/WTP SCADA
-  East American Canyon Rd Guardrail

-  Andrew Sewer Repair
-  GIR Class 1 Trail
-  Green Island Road Widening
-  Melvin Rd Sidewalk
-  Melvin Road Rehab
-  Pavement Rejuvenation
-  Rancho Del Mar Phase II
-  Rio Del Mar Extension
-  South Kelly/Tower Road
-  SS4 Broadway Sewer Rehab (Crawford to Donaldson)



Water Treatment Plant





CITY COUNCILMEMBER REPORT

Council Meeting Date: 04/21/2026

Submitted by: Vice Mayor Mark Joseph

Event Date: 15/04/2026

Event Type Committee Report

Event Title: Napa Valley Transportation Authority (NVTa) Board Meeting

Event Report: Mayor Washington and I attended this monthly meeting. Some highlights are noted below:

- We are still pursuing a **\$2 million "earmark" for our SR29 Multi-Modal** corridor project--one benefit of our new Federal Lobbyist firm.
- NVTa also approved **updating its Comprehensive Multi-Modal Plan**, which we did several years ago and needs an update. This is the study that led to our Corridor Project, and updating it will also set us up for future grant opportunities.
- Included **funding in the draft two year budget to get both our 29 Corridor Project and the SR12/29 interchange** either ready for construction, or at least continue the process without delay. Even more exciting, CalTrans is estimating completion of Plans Specifications & Estimates (PSE) by the end of 2027--we might see action on the corridor before 2030!!!
- We **adopted the Countywide Active Transportation Plan**, which is a combination of the prior Bike Plan and Pedestrian Plan. This will now go to each jurisdiction to include our portion to our Circulation Plan.
- We also heard a report on **improving the fish passage by the new Soscol Junction** project. We were originally going to include it as part of the project, but there were too many State Regulatory issues/conflicts, and we were running out of time. We received approval to move forward, and now the RCD looks like it will take the preliminary work we did and run with it. The goal is to avoid any major construction and just focus on improving fish access to and from the existing culvert.
- We also received a **quarterly update on the Transit System**.

Event Date:

Event Type Community Event

Event Title: Community events and activities

- Event Report:
- Attended the annual **Holi Festival at Shenandoah Park**. Even though it didn't rain during the event, the wet weather before and after did impact turnout. Still a fun event, and the kids that were there certainly enjoyed themselves. Plenty of "snacks" for everyone, too!
 - The **Arts Foundation sponsored a "Sip and Paint" fundraiser** for Art Students going to Italy to learn about art. Not sure how much they raised, but it was a full house and everyone seemed to enjoy themselves.
 - Attended the **Kiwanis Board meeting**. The Crab Feed netted just under \$20,000 this year, so we will be able to fund scholarships and community projects! We also will do some de-briefing so next year's Crab feed will be much better!
 - **Toured the Ruins** with developer Terry McGrath. Although slower than we were led to believe, the project is moving forward, with underground utilities being installed as I write! Terry has several concerts planned for this year, and he is creating a lot of event spaces on the complex. It will take time, but this will be something that will bring in a lot of people.
 - Attended the monthly **Napa County Democratic Central Committee** meeting. A lot of the discussion was on the upcoming Governor's Race.

- Spent some time visiting with **Fran Lemos**. Please keep her in your thoughts and prayers.
-



CITY COUNCILMEMBER REPORT

Council Meeting Date: 04/21/2026

Submitted by: Mayor Pierre Washington

Event Date: 10/04/2026

Event Type Community Event

Event Title: American Canyon Realtors (ACRES)

Event Report: On April 10, 2026, I the opportunity to attend a meeting with local realtors, where I provided a brief State of the City overview and shared updates on current priorities, development activity, and issues impacting American Canyon. The discussion included highlights on economic development, housing, public safety, and upcoming projects shaping the future of our community.

Following the presentation, I participated in a Q&A session, responding to questions about City initiatives, infrastructure investments, and pathways for continued collaboration between the city and the real estate community. The meeting was a productive opportunity to engage with local stakeholders and reinforce transparency and communication around the City's work.



Event Date: 10/04/2026

Event Type Community Event

Event Title: MAYORS Lunch with Mayor Sorce, Vallejo, & Mayor Young, Benicia

Event Report: As part of my ongoing commitment to strengthening regional collaboration, I continue to meet regularly with the mayors of our sister cities, including Mayor Andrea Sorce of Vallejo and Mayor Steve Young of Benicia. These conversations focus on building stronger working relationships, sharing perspectives, and exploring opportunities for collaboration on issues that impact our communities. This month, we met for a community partnership lunch at Bab's Restaurant in Vallejo, providing an informal but meaningful setting to discuss regional priorities and reinforce our shared commitment to cooperation and mutual support.

Event Date: 14/04/2026

Event Type Community Event

Event Title: Spirit Horse Equine Facility Veterans Horseback riding

Event Report: On April 14, I had the opportunity to attend a veteran horseback riding event at Spirit Horse, facilitated by Dr. Mustafa and hosted by Charlotte Dougherty. Spirit Horse is a remarkable venue that provides therapeutic and supportive experiences for veterans, children with disabilities, and adults managing anxiety. The event highlighted the positive impact of equine-assisted programs in promoting wellness, connection, and healing, while also showcasing the importance of community-based resources that serve diverse needs. I appreciate the dedication of the organizers and volunteers who continue to create welcoming and meaningful opportunities for those they serve.





CITY COUNCILMEMBER REPORT

Council Meeting Date: 04/21/2026

Submitted by: * Councilmember David Oro

Event Date: 06/04/2026

Event Type Committee Report

Event Title: Napa LAFCO Meeting

Event Report: The Commission addressed several administrative and governance items, with a focus on budget planning, subcommittee structure, and membership transitions. A proposed budget for Fiscal Year 2026–27 was adopted and released for agency review, with final consideration scheduled for June 1, 2026.

A notable transition involves Public Member Ken Leary, whose term expires May 4, 2026, and who was not reappointed. His departure creates vacancies on the Budget and MSR/SOI ad hoc subcommittees. The Budget Committee is expected to conclude its work upon adoption of the final budget in June, while a replacement for the MSR/SOI subcommittee is anticipated to be appointed at that same meeting. In the interim, work on MSR/SOI efforts is on hold.

The Commission also completed the selection process for the next Public Member. Through a ranked voting process, Alex Russ received the highest ranking (lowest score) and was appointed to the position.

Additional discussion included an overview of Municipal Service Reviews (MSRs) and Spheres of Influence (SOIs), reinforcing their role in guiding orderly growth, service delivery, and future boundary decisions. The Commission is considering forming a new ad hoc subcommittee to help guide this work moving forward.

Future Agenda Items

April 23, 2026, Planning Comm. 6:30 p.m.

Density Bonus Update
Active Planning Projects

May 5, 2026, City Council. 6:30 p.m.

Professional Municipal Clerk's Week
National Bike Week May 9-17, 2026
Asian American and Native Hawaiian-Pacific
Islander Heritage Month
Mental Health Awareness Month
Older American's Month
Public Draft Parks and Recreation Master Plan
Sales Tax Polling Results #1
Engineer's Report for LLAD FY26/27

May 6, 2026, TBID 11:30 a.m.

Budget Approval
Donation Requests

May 6, 2026, OSATS 6:30 p.m.

FY2026/27 Work Plan Discussion

May 7, 2026, Finance Subcommittee 1:00 p.m.

Draft Budget Review FY 2026/27

May 14, 2026, PCS Comm. 6:30 p.m.

FY2026/27 Work Plan Discussion

May 19, 2026, City Council 6:30p

Kid's Commerce
National Public Works Week
Memorial Day
Water Safety Month
Density Bonus/Inclusionary Housing Ordinance
Update
Public Hearing for LLAD FY26/27
Draft FY 26/27 Budget

May 28, 2026, Planning Comm. 6:30 p.m.

FY2026/27 CIP Projects
Active Transportation Plan General Plan
Amendment

June 2, 2026, City Council. 6:30 p.m.

Pride Month
Juneteenth Independence Day
Presentation: HACN Annual Report
Presentation: FHNV Annual Report
Final FY 26-27 Budget

FY25-25 Q4 Update and 5yr CIP

Program FY27-31
Sales Tax Measure Polling Results #2 and Draft
Ballot Language
Urban Water Management Plan

June 3, 2026, OSATS Meeting 6:30 p.m.

CANCELLED

June 11, 2026, PCS Meeting 6:30 p.m.

CANCELLED

June 16, 2026, City Council. 6:30 p.m.

Call & Consolidate Election
Local Sales Tax Measure

June 16, 2026, Joint CC/PCS. 7:30 p.m.

PCS Work Plan FY26/27
Parks and Community Services Master
Plan Approval

June 16, 2026, Joint CC/OSATS. 8:30 p.m.

OSATS Work Plan FY25/26
Active Transportation Plan General Plan
Amendment

June 25, 2026, Planning Comm. 6:30 p.m.

TBD

July 21, 2026, City Council. 6:30 p.m.

Parks & Recreation Month
Backflow Devices Municipal Code Update

July 21, 2026, Joint CC/Planning. 7:30 p.m.

BDSP Opportunity Blocks and Barriers to
Development

August 4, 2026, City Council 4:00 p.m.

(CONSENT ONLY, NATIONAL NIGHT OUT)

August 5, 2026, OSATS 6:30 p.m.

TBD

August 6, 2026, Finance Subcomm. 1:00 p.m.

TBD

August 13, 2026, PCS 6:30 p.m.

TBD

Future Agenda Items

Unscheduled Council Directed Items			
Item	Councilmember	Date of Vote	Notes
Food Ware Ordinance	Joseph	9/17/2024	On hold, pending RCAAP
Purple Heart Designation	Washington	10/15/2024	In progress, Council date TBD
Review Inclusionary Housing Ordinance	Joseph	1/20/2026	Scheduled for 5/19/2026