

Napa County

1195 THIRD STREET
SUITE 310
NAPA, CA 94559



Agenda - Final

Tuesday, April 21, 2026

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

Flood Control and Water Conservation District

Scott Sedgley, City of Napa (Chairperson)
Joelle Gallagher, District 1 (Vice Chairperson)
Liz Alessio, District 2
Anne Cottrell, District 3
Christopher DeNatale, City of Napa
Paul Dohring, City of St. Helena
Lisa Gift, City of Calistoga
Amber Manfree, District 4
Marjorie Mohler, Town of Yountville
Belia Ramos, District 5
Pierre Washington, City of American Canyon

GENERAL INFORMATION

The Napa County Flood Control and Water Conservation District meets as specified in its adopted annual calendar in regular session at 1195 Third Street, Suite 305, Napa, California 94559. The meeting room is wheelchair accessible. Assistive listening devices and interpreters are available through the Clerk of the Board of the Napa County Board of Supervisors. Requests for disability related modifications or accommodations, aids or services may be made to the Clerk of the Board's office no less than 72 hours prior to the meeting date by contacting (707) 253-4580.

The agenda is divided into three sections:

CONSENT ITEMS - These matters may include routine financial or administrative actions, as well as the final adoption of two-reading ordinances and are approved by a single vote.

PUBLIC HEARINGS - These items are noticed public hearings pursuant to government code.

ADMINISTRATIVE ITEMS - These items include significant policy and administrative actions and are classified by program areas.

All materials relating to an agenda item for an open session of a regular meeting of the Napa County Flood Control and Water Conservation District which are delivered to the Clerk and are provided to a majority or all of the Directors of the Board, staff or the public within 72 hours of but prior to the meeting will be available for public inspection, at the time of such distribution, in the office of the District Secretary, 1195 Third Street, Suite 305, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., except for County holidays. Materials distributed to a majority or all of the members of the Board at the meeting will be available for public inspection at the public meeting if prepared by the members of the Board or County staff and after the public meeting if prepared by some other person. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

ANY MEMBER OF THE AUDIENCE DESIRING TO ADDRESS THE BOARD ON A MATTER ON THE AGENDA please proceed to the podium and, after receiving recognition from the Chairperson, give your name and your comments or questions. In order that all interested parties have an opportunity to speak, please be brief and limit your comments to the specific subject under discussion. Time limitations shall be at the discretion of the Chairperson or Board.

AGENDA AVAILABLE ONLINE AT

<https://www.napacounty.gov/1403/Flood-Control-Water-Conservation-District>

How to Watch or Listen to the Napa County Flood Control and Water Conservation District Meetings

The Napa County Flood Control and Water Conservation District will continue to meet pursuant to the adopted 2024 calendar available at the following link: <https://www.napacounty.gov/1429/Meetings-Agendas-Calendar>

The District realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Please watch or listen to the Napa County Flood Control and Water Conservation District meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa, CA 94559.
2. Watch on Zoom via www.zoom.us/join and enter Meeting ID 827-699-932-82 or listen on Zoom by calling 1-669-444-9171 then enter Meeting ID 827-699-932-82.
3. Watch via the Internet – view the Live Stream via Granicus by going to the following link: http://napa.granicus.com/ViewPublisher.php?view_id=5
4. You may submit public comment for any item that appears on the agenda, or general public comment for any item or issue that does not appear on the agenda, as follows:
Via email: send your comment to the following email address:
publiccomment@countyofnapa.org. EMAILS WILL NOT BE READ ALOUD.

If you have any questions, contact us via telephone at (707) 253-4580 or email clerkoftheboard@countyofnapa.org.

1. CALL TO ORDER; ROLL CALL
2. PLEDGE OF ALLEGIANCE
3. PRESENTATIONS AND COMMENDATIONS
4. CONSENT ITEMS
 - A. Approve minutes from the March 17, 2026 meeting. [26-133](#)
Attachments: [March 17, 2026](#)
 - B. Approve and authorize Amendment No. 1 to Agreement No. 210381B (FC) Golden Gate Landscaping, Amendment No. 2 to Agreement 210377B (FC) with Hanford ARC, Amendment No. 2 to Agreement 210378B (FC) with Pacific Tree Care, and Amendment No. 2 to Agreement No. 210380B (FC) with Recon Environmental extending the term through June 30, 2026. with provision for an automatic annual renewal for up to four (4) years, for general landscaping and maintenance services within the Napa River Watershed. (Fiscal Impact: \$525,000 Expense, Flood District, Budgeted; Discretionary) [26-394](#)
Attachments: [Pacific Tree Care Amendment](#)
[Golden Gate Landscaping Amendment](#)
[Hanford ARC Amendment](#)
[RECON Amendment](#)
 - C. Approve the Plans and Specifications for the “Bale Slough - Bear Creek Restoration Project” and authorize the advertisement for sealed bids at a time, date, and location to be published by the District Manager pursuant to Public Contract Code section 20150.8. (No Fiscal Impact) [26-844](#)
Attachments: [Exhibit A](#)
 - D. Approve of and authorize the District Board chair to sign the First and Oxbow Easement Agreement No. 270007B with Foxbow Development, LLC, Foxbow 1, LLC, and Timothy L. Herman Survivors Trust (collectively, the “Developer”) granting easements to the Developer in exchange for flood control improvements, construction of a permanent public access pathway, and funding for restoration and streambank stabilization for the Napa County Flood Control and Water Conservation District (District) and authorization for District Manager to sign attached deeds. (Fiscal Impact: \$70,000 Revenue; Budgeted; Discretionary) [26-877](#)
Attachments: [Agreement](#)

- E. Approve and authorize Amendment No. 1 to Agreement No. 210380B (FC) High Sierra Electronics, Inc. to increase compensation from \$60,000 to \$80,000 per fiscal year and with a provision for automatic annual renewal for four (4) years, for maintenance services associated with the ALERT stream and precipitation monitoring network. (Fiscal Impact: \$80,000 Expense, Flood District, Budgeted; Discretionary) [26-916](#)
Attachments: [Amendment](#)
- F. Approve and authorize payment to California Conservation Corps (CCC) for an outstanding invoice from fiscal year 2024-2025. (Fiscal Impact: \$31,680 Expense, Watershed Fund, Not Budgeted, Discretionary) [26-951](#)
Attachments: [Invoice](#)
- G. Adopt a Resolution authorizing the District Manager to sign a 3-year funding agreement for a maximum contract amount of \$198,880 with State Water Resources Control Board and execute any subsequent amendments to support the design, permitting, and implementation of the Napa River/Napa Creek Flood Protection Project. (Fiscal Impact: \$198,880 Expense; Flood Projects Fund; Budgeted; Discretionary.) [26-955](#)
Attachments: [Resolution Agreement](#)

5. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

6. PUBLIC COMMENT

At this time, anyone may address the Board of the Napa County Flood Control and Water Conservation District regarding any subject not on today's agenda over which the Board has jurisdiction. Individuals will be limited to a three-minute presentation. No action will be taken by the Board of the Napa County Flood Control and Water Conservation District as a result of any item presented at this time.

7. ADMINISTRATIVE ITEMS

8. PUBLIC HEARINGS

- A. PUBLIC HEARING - Intention To Levy And Collect Assessments For Joint Zone Project 96-1 (Maintenance And Watershed Management) [26-370](#)

Conduct a public hearing to accept the Engineer's Report for Fiscal Year 2026-2027 and adopt a Resolution of Intention to Levy and Collect Assessments for Fiscal Year 2026-2027 for Joint Zone Project 96-1 (Maintenance and Watershed Management) and authorizing the notice of protest hearing. (No Fiscal Impact)
Attachments: [Resolution Engineer's Report](#)

- B.** PUBLIC HEARING - Authorization Of The Rutherford Reach Benefit
Zone Assessment District For Fiscal Year 2026-2027

[26-381](#)

Conduct a public hearing to accept the Engineer's Report for the
Rutherford Reach Benefit Zone Assessment District 2008-01 for Fiscal
Year 2026-2027. (No Fiscal Impact)

Attachments: [Resolution](#)
[Engineers Report](#)

- 9. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS**
- 10. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS**
- 11. BOARD OF DIRECTORS FUTURE AGENDA ITEMS**
- 12. CLOSED SESSION**
- 13. ADJOURNMENT**

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, MAY 12, 2026 AT 9:00
AM.**

I HEREBY CERTIFY THAT THE AGENDA FOR THE ABOVE STATED MEETING WAS POSTED AT A
LOCATION FREELY ACCESSIBLE TO MEMBERS OF THE PUBLIC AT THE NAPA COUNTY
ADMINISTRATIVE BUILDING, 1195 THIRD STREET, NAPA, CALIFORNIA ON FRIDAY, APRIL 17,
2026 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE
DISTRICT SECRETARY AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-133

TO: Napa County Flood Control and Water Conservation District
FROM: Neha Hoskins - Clerk of the Board/Secretary of the District Board
REPORT BY: Paulette Cooper - Deputy Clerk of the Board II
SUBJECT: Approval of Minutes

RECOMMENDATION

Approve minutes from the March 17, 2026 meeting.

BACKGROUND

Clerk of the Board/Secretary of the District Board requests approval of minutes from the March 17, 2026 meeting.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



Meeting Minutes

Napa County Flood Control and Water Conservation District

Scott Sedgley, City of Napa (Chairperson)
Joelle Gallagher, District 1 (Vice Chairperson)
Liz Alessio, District 2
Anne Cottrell, District 3
Christopher DeNatale, City of Napa
Paul Dohring, City of St. Helena
Lisa Gift, City of Calistoga
Amber Manfree, District 4
Marjorie Mohler, Town of Yountville
Belia Ramos, District 5
Pierre Washington, City of American Canyon

Tuesday, March 17, 2026

9:00 AM

**Board of Supervisors Chambers
1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

Present: Chairperson Scott Sedgley, Directors Brando Cruz, Christopher DeNatale, Paul Dohring, Jay Kouba, and Marjorie Mohler. Vice-Chairperson Joelle Gallagher, Directors Liz Alessio, Anne Cottrell, Lisa Gift, Belia Ramos, and Pierre Washington were excused. Director Liz Alessio arrived during Item 7A. The meeting was called to order by Chairperson Scott Sedgley.

2. PLEDGE OF ALLEGIANCE

Chairperson Scott Sedgley led the assembly in the Pledge of Allegiance.

3. PRESENTATIONS AND COMMENDATIONS

None

4. CONSENT ITEMS

A. Approve minutes from the February 17, 2026 meeting.

[26-132](#)

Motion Text: Approve the Minutes.
Voting Yes: Mohler, Alessio, Cruz, DeNatale, Dohring, Manfree, Mohler, and Sedgley
Excused: Cottrell, Gallagher, Gift, Ramos, and Washington
Abstain: Kouba
Recusals: None
Result: Passed

5. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

None

6. PUBLIC COMMENT

None

7. ADMINISTRATIVE ITEMS

- A. Update on the water supply outlook for Napa County and its communities. [26-254](#)
(No Fiscal Impact)

District Engineer Chris Silke made presentation.

District Manager Richard Thomasser made presentation.

One (1) person spoke during public comment.

Discussion held.

8. PUBLIC HEARINGS

None

9. DISTRICT MANAGER'S/ENGINEER'S REPORTS AND ANNOUNCEMENTS

District Manager Richard Thomasser reported on the Flood Project with construction activities set to begin in mid-April. Also, there will be a brief groundbreaking celebration on April 1, 2026 at 10:00am behind the River Terrace Inn.

Discussion held.

10. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

Director Marjorie Mohler requested Information on form 700 submission.

Deputy Clerk of the Board Paulette Cooper provided comments.

Director Paul Dohring welcomed Floating Alternate Director Jay Kouba to the Flood Control and Water Conservation District.

11. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

None

12. CLOSED SESSION

None

13. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, APRIL 21, 2026 AT
9:00 AM.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, District Secretary



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-394

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Amendment No. 1 to Agreement No. 210381B (FC) Golden Gate Landscaping, Amendment No. 2 to Agreement 210377B (FC) with Hanford ARC, Amendment No. 2 to Agreement 210378B (FC) with Pacific Tree Care, and Amendment No. 2 to Agreement No. 210380B (FC) with Recon Environmental

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 210381B (FC) Golden Gate Landscaping, Amendment No. 2 to Agreement 210377B (FC) with Hanford ARC, Amendment No. 2 to Agreement 210378B (FC) with Pacific Tree Care, and Amendment No. 2 to Agreement No. 210380B (FC) with Recon Environmental extending the term through June 30, 2026. with provision for an automatic annual renewal for up to four (4) years, for general landscaping and maintenance services within the Napa River Watershed. (Fiscal Impact: \$525,000 Expense, Flood District, Budgeted; Discretionary)

BACKGROUND

On March 2, 2021, the District advertised a Request for Proposals (RFP) for general landscape and maintenance services, Golden Gate Landscaping, Hanford ARC, Pacific Tree Care, and Recon Environmental were selected through the RFP process. The agreements were approved by the Napa County Flood Control and Water Conservation Board on June 8, 2021.

Amendment No. 1 to Agreement No. 210381B (FC) with Golden Gate Landscaping increases the maximum compensation of the District's contract by \$25,000 for a new total of \$150,000 and extends the term through June 30, 2026, with provision for an automatic annual renewal for up to four (4) years. Golden Gate Landscaping is currently under contract with the District to maintain and perform general landscaping within the Napa River Watershed.

Amendment No. 2 to Agreement No. 210377B (FC) with Hanford ARC extends the term through June 30, 2026, with provision for an automatic annual renewal for up to four (4) years. Handford ARC is currently under contract with the District to maintain and perform general landscaping within the Napa River Watershed.

Amendment No. 2 to Agreement No. 210378B (FC) with Pacific Tree Care extends the term through June 30, 2026, with provision for an automatic annual renewal for up to four (4) years. Pacific Tree Care is currently under contract with the District to provide general landscaping and arborist services within the Napa River Watershed.

Amendment No. 1 to Agreement No. 210380B (FC) with Recon Environmental decreases the maximum compensation of the District’s contract by \$45,000 for a new total of \$80,000 and extends the term through June 30, 2026, with provision for an automatic annual renewal for up to four (4) years. Recon Environmental is currently under contract with the District to maintain and perform general landscaping within the Napa River Watershed.

Routine and preventative maintenance and restoration activities, such as sediment and debris removal, vegetation management, erosion control and repair, irrigation system installation and maintenance, and minor rehabilitation of restoration sites is necessary to ensure regulatory compliance and public safety. These existing maintenance contracts have been effective in delivering the services described. However, Golden Gate Landscaping’s current contract capacity is no longer sufficient to address the growing scope and frequency of required work, and the remaining contracts are set to expire at the end of the current fiscal year. Without additional capacity and extension of the terms of the Agreements, the District may face delayed maintenance.

Requested Action:

1. Approve and authorize Amendment No. 1 to Agreement No. 210381B (FC) with Golden Gate Landscaping
2. Approve and authorize Amendment No. 2 to Agreement No. 210377B (FC) with Hanford ARC
3. Approve and authorize Amendment No. 2 to Agreement No. 210378B (FC) with Pacific Tree Care
4. Approve and authorize Amendment No. 1 to Agreement No. 210380B (FC) with Recon Environmental

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivisions 8000500, 8000502, 8001000, Account 52340
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Necessary to maintain District lands and watershed
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	District lands and watershed would not be maintained

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations, title 14, section 15378, (State CEQA Guidelines) and therefore CEQA is not applicable.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 210378B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 2 (“Amendment No. 2”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210378B (FC) ("Agreement") is made and entered into effective as of March 26, 2026, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and Pacific Tree Care, a division of the J. Allan Schneider Corp, whose mailing address is PO Box 34 Calistoga, CA 94515 (CONTRACTOR"). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 2, 2021, the DISTRICT advertised a Request For Proposals (RFP) for general landscape and maintenance services; Pacific Tree Care was selected through the RFP process; and

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of June 8, 2021, and amended the Agreement on November 26, 2024; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT to provide general maintenance and landscaping services including vegetation management, tree removal, and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to the DISTRICT’S programs; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance)

and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Except as provided in Paragraph 1, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

3. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

PACIFIC TREE CARE

By Jacob Schneider
JACOB I. SCHNEIDER, Owner/President

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, a special district of
the State of California

By _____
SCOTT SEDGLEY, Chairperson of the Board of
Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 19, 2026</u> [Doc No 13114674]</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: Neha Hoskins Secretary of the District Board</p> <p>By: _____</p>
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**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 1 TO AGREEMENT NO. 210381B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 ("Amendment No. 1") TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210381B (FC) ("Agreement") is made and entered into effective as of June 8, 2021, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and GOLDEN GATE LANDSCAPING whose mailing address is 2380 Cordelia Rd., Suisun City, CA 94585 (CONTRACTOR"). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 2, 2021, the DISTRICT advertised a Request For Proposals (RFP) for general landscape and maintenance services; Golden Gate Landscaping was selected through the RFP process; and

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of June 08, 2021, and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT to provide general maintenance and landscaping services including vegetation management, erosion control, and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to the DISTRICT'S programs; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal; and

WHEREAS, DISTRICT and CONTRACTOR now desire to increase the maximum amount of compensation from \$125,000 to \$150,000 per fiscal year.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with

Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3, subdivision (c), of the Agreement as to compensation is hereby amended in full to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

3. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

GOLDEN GATE LANDSCAPING

By 
BRUCE ORNBAUN, Owner

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California

By _____
SCOTT SEDGLEY, Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 19, 2026</u> (Doc No. 13114674)</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: Neha Hoskins Secretary of the District Board</p> <p>By: _____</p>
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**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 210377B (FC)**

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 2 (“Amendment No. 2”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210377B (FC) (“Agreement”) is made and entered into effective as of March 18, 2026, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California (“DISTRICT”), and HANFORD A.R.C, a California corporation, whose mailing address is 755 Baywood, Suite 380, Petaluma, CA 94954 (“CONTRACTOR”). DISTRICT and CONTRACTOR may be referred to below individually as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of June 8, 2021, and amended the Agreement on June 13, 2023; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT to provide general maintenance and landscaping services including vegetation management, erosion control, and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to the DISTRICT’S programs; and

WHEREAS, DISTRICT and CONTRACTOR wish to update its hourly and daily rates; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said

expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30

2. Paragraph 3, subd. (a), of the Agreement is hereby amended in full to read as follows:

Rates: As of the effective date stated above, in consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit B-1 and incorporated herein. CONTRACTOR will provide its revised annual rates prior to start of any future fiscal year if renewal options are exercised.

3. Except as provided in paragraphs 1 and 2, above, and Exhibit B-1. the terms and provisions of the Agreement and the prior amendment shall remain in full force and effect as last approved.

4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by DISTRICT and by CONTRACTOR through its duly authorized officer.

HANFORD A.R.C

By  _____
HARRY K. STEWART, President & CEO

By  _____
MOLLY F. JACOBSON, Secretary

"CONTRACTOR"

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California

By _____
SCOTT SEDGLEY, Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 26, 2026</u></p> <p>[Doc No. 13114674]</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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Exhibit B-1



775 Baywood Drive, Suite 207
 Petaluma, CA 94954
 (707) 996-6633
www.hanfordarc.com
info@hanfordarc.com
 CA LIC. 461167

2026 NAPA ON-CALL RATES

To: Napa County Flood Control & Water
 Conservation District
Address: 804 First Street, Napa, CA 94559

Hanford contact: Ari Wilson
Phone: (707) 981-1131
Email: a.wilson@hanfordarc.com

Attention: Jeremy Sarrow
Phone: (707) 259-8204
Email: Jeremy.sarrow@countyofnapa.org

Date: March 25, 2026
Quote valid for: 30 days
Anticipated start: July, 2026

Dear Jeremy:

Hanford Applied Restoration & Conservation (Hanford) is pleased to provide you with updated rates for 2026 Napa On-Call. This proposal is subject to the defined scope of work provided below, including any understandings, inclusions, and exclusions listed, the preliminary schedule, and the General Conditions in Exhibit A.

Scope of Work

- One or more of the landscaping and other maintenance services to be conducted throughout Napa County.

Pricing

NAPA ON-CALL 2026 RATES					
Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	PROJECT MANAGER	1.000	HR	200.00	200.00
2	SUPERINTENDENT	1.000	HR	200.00	200.00
3	FOREMAN (CEC)	1.000	HR	170.00	170.00
4	LABORER (CEC)	1.000	HR	125.00	125.00
5	EQUIPMENT OPERATOR(CEC)	1.000	LS	200.00	200.00
6	FOREMAN (LM)	1.000	HR	115.00	115.00
7	LABORER (LM)	1.000	HR	110.00	110.00
8	EQUIPMENT OPERATOR (LM)	1.000	HR	115.00	115.00
9	2-PERSON CREW (CEC)	1.000	DAY	2,750.00	2,750.00



2026 Napa On-Call Rates – March, 2026

10	3-PERSON CREW (CEC)	1.000	DAY	4,000.00	4,000.00
11	4-PERSON CREW (CEC)	1.000	DAY	5,250.00	5,250.00
12	ADDITIONAL CREW MEMBER (CEC)	1.000	DAY	1,250.00	1,250.00
13	2-PERSON CREW (LM)	1.000	DAY	2,000.00	2,000.00
14	3-PERSON CREW (LM)	1.000	DAY	3,000.00	3,000.00
15	4-PERSON CREW (LM)	1.000	DAY	4,000.00	4,000.00
16	ADDITIONAL CREW MEMBER (LM)	1.000	DAY	1,000.00	1,000.00
17	500-GAL WATER TRAILER	1.000	DAY	250.00	250.00
18	OHV/UTV (KAWASAKI MULE OR EQUIVALENT)	1.000	DAY	250.00	250.00
19	4WD-CAPABLE CREW TRUCK	1.000	DAY	375.00	375.00
20	BRUSH CHIPPER (CHIPS STAY ONSITE)	1.000	DAY	1,800.00	1,800.00
21	STUMP GRINDER (SELF-PROPELLED)	1.000	DAY	1,500.00	1,500.00
22	STRAW BLOWER	1.000	DAY	1,500.00	1,500.00
23	HYDROSEEDING/HYDROMULCHING EQUIPME	1.000	DAY	2,500.00	2,500.00
24	HYDROSEEDER (TRUCK MOUNTED, 3,000 GALL	1.000	DAY	3,800.00	3,800.00
25	WATER TRUCK (W/ DRIVER)	1.000	DAY	1,750.00	1,750.00
26	HAUL TRUCK (30 CY CAPACITY W/ DRIVER)	1.000	DAY	2,300.00	2,300.00
27	SKID STEER WITH MOWER/BRUSH HOG ATTAC	1.000	DAY	1,975.00	1,975.00
28	MINI EXCAVATOR (W/ OPERATOR)	1.000	DAY	1,900.00	1,900.00
29	SMALL EXCAVATOR (W/ OPERATOR)	1.000	DAY	2,100.00	2,100.00
30	MEDIUM EXCAVATOR (W/ OPERATOR)	1.000	DAY	2,700.00	2,700.00
31	FRONT-END LOADER (W/ OPERATOR)	1.000	DAY	2,900.00	2,900.00
32	EQUIPMENT MOBILIZATION/DEMOBILIZATION	1.000	LS	1,950.00	1,950.00

Please let me know if you have any questions. We look forward to working with you on this project.

Sincerely,

Ari Wilson

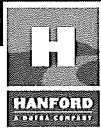
Ari Wilson

Senior Project Manager



Exhibit A General Conditions

1. This proposal is valid for 30 days from the date submitted.
2. This proposal is contingent upon reaching mutually agreeable contract terms, with the understanding that all proposal terms and these General Conditions shall be incorporated into any resulting contract between the parties.
3. Any resulting contract will create an independent contractor relationship between the parties; no fiduciary duty or agency will be created.
4. In the event of any conflicts among the contract documents, Contractor's Scope of Work and any conditions or exclusions therefrom shall control.
5. Owner will obtain all permissions, permits, licenses, and inspections required for Contractor to perform the Work and shall pay all costs associated therewith, excluding only those licenses required to be held by Contractor to generally perform this type of work.
6. Owner will provide all plans, specifications, and other designs services required for the Work – no design services are included in Contractor's Scope of Work unless explicitly provided in the proposal.
7. Owner will provide unlimited and unrestricted access to the site area(s) necessary for the Work.
8. Owner will locate and mark or move, as necessary, any permanent or temporary utility, whether active or abandoned, that may be affected by the Work.
9. If vessel access is a component of the Work, the waterway shall be of sufficient depth for the vessel's required draft at the time(s) Contractor requires access.
10. Contractor will not perform any containment, cleanup, or disposal of hazardous materials that (a) were pre-existing at the Site or (b) if brought to the Site for the Project, were not released by Contractor. If Contractor encounters any hazardous materials at the site that have not been rendered harmless, Contractor shall immediately stop work in the affected area and report the condition to Owner. To the fullest extent permitted by law, Owner shall defend, indemnify, and hold harmless Contractor, its affiliates, officers, employees, directors, and agents from all claims, damages, losses, and expenses, included but not limited to attorneys' fees, arising out of or resulting from any pre-existing hazardous materials.
11. If Owner is providing any materials or equipment for Contractor's Work, they shall be provided at no cost to Contractor and shall meet the requirements of the Work, including applicable plans and specifications, without the need for any alteration or adjustment, and Contractor shall not be responsible for any defects therein, warranty thereto, or damage or loss thereto, except to the extent caused by Contractor or its lower tier contractors.
12. Contractor shall be entitled to rely on the accuracy, adequacy, and completeness of the information provided to it or authored by Owner or Owner's other contractors, including without limitation the plans and specifications, their compliance with applicable laws, codes, and standards, and any site data, including subsurface data, regardless of any disclaimer and regardless of when the information was provided to Contractor. Such information shall be incorporated into any resulting contract. Contractor shall not be required to independently verify the accuracy, adequacy, or completeness of such information, though Contractor shall promptly notify Owner of any deficiencies or discrepancies that it discovers therein. If any deficiency or discrepancy impacts the Work, it shall be addressed via change order.
13. Contractor shall perform the Work in one continuous, uninterrupted operation, 8 hours per day, 5 days a week, unless otherwise specifically provided in the proposal.



14. Contractor shall commence and proceed with the Work according to a mutually agreeable schedule, which shall be incorporated into any resulting contract and which Owner may modify via change order. This change order shall encompass all related price and time impacts to Contractor.
15. If any delay/suspension not caused by Contractor exceeds ten consecutive working days, or twenty cumulative working days during the project, Contractor may, at its option, demobilize, to return at a future mutually agreeable date, at the cost of Owner.
16. Contractor will provide payment and performance bonds upon request at an additional cost. Contractor will not provide a letter of credit, nor will Contractor's owners or officers provide a personal guarantee.
17. Owner shall pay Contractor at least monthly for approved invoices, which shall include stored materials, within 30 days of submission, assuming Contractor has provided all reasonably requested prerequisites.
18. Owner shall not withhold any retention from its payments to Contractor.
19. Owner shall pay Contractor 100% of its price for mobilization upon completion thereof.
20. Late payments by either party shall bear interest at the same rate, which shall be 18% per annum, unless otherwise agreed.
21. If Owner has the right to deduct or offset any payment, Contractor shall have an equal right to do so.
22. Contractor may suspend Work if Owner fails to pay undisputed amounts when due and fails to cure the nonpayment within five business days from written notice thereof.
23. Statutory lien/bond claim waivers shall be used wherever required or available. If the Work is being performed in a state that does not have statutory lien/bond claim waivers required or available, the lien/bond claim waivers shall mirror California's statutory waivers.
24. Contractor's lien rights shall not be subordinated to any other claimant of Owner.
25. Contractor has performed a reasonable investigation of the site satisfying itself as to (1) the known and readily observable nature, location, and character of the site and the project, specifically including the surface conditions of the site and the surrounding area, and all structures and obstructions thereon, both natural and man-made, and any subsurface conditions disclosed in writing by Owner; (2) the nature, location, and character of the general area in which the project is located, including generally prevailing climatic conditions, labor supply, labor cost, equipment supply, and equipment cost; (3) the quality and quantity of all materials, supplies, tools, equipment, labor, and services necessary to complete the Work at the quoted price and according to the mutually agreed schedule; and (4) any requirements imposed by applicable laws and applicable permits, and Contractor shall not be entitled to any increase in the price or extension to the schedule for its failure to perform such a reasonable site investigation. Contractor's obligation to perform a reasonable site investigation shall not extend beyond the foregoing and Contractor specifically repudiates any obligation to assume the risk of (a) subsurface conditions not disclosed in writing by Owner, (b) differing site conditions, (c) abnormal weather conditions, or (d) delays not caused by Contractor, and Contractor shall be entitled to make a claim for an increase to the price and/or extension to the schedule caused thereby.
26. Contractor warrants that the Work shall be performed in a good and workmanlike manner, according to the plans and specifications, free from defects in design, material, and workmanship, and using new materials unless otherwise specified. Contractor specifically disclaims all other warranties implied by law, including the warranty of fitness for a particular purpose and warranty of merchantability, as well as any requirement to perform the Work according to Owner's intent.
27. The duration of Contractor's warranty shall not (a) for construction Work, exceed one year from the substantial completion date of its Work or (b) for dredging Work, exceed the date the area is surveyed for payment.



28. Contractor shall not bear the risk of loss for any loss or damage to the Work (a) caused by Owner, Owner's other contractors, any force majeure events, (b) covered by Owner's builder's risk policy, or, if not caused or covered by any of the foregoing, (c)(i) for construction Work, beyond the date of substantial completion or Owner's beneficial use (in whole or in part) of the Work, whichever occurs earlier, or (ii) for dredging Work, beyond the date the area is surveyed for payment.
29. The amount of liquidated damages to be assess for Contractor delays shall be negotiated and shall only apply to the extent Contractor and/or its lower tier contractors are responsible for causing the delay.
30. Contractor's liability and indemnity obligations for any property damage, physical injury, breach of contract, or other claim, loss, damage, or expense shall be proportional, to the extent of its or its lower tier contractors' acts or omissions. Contractor shall not be liable for Owner's or any other party's acts or omissions, whether active or passive, or be required to indemnify Owner or any other party for such. Owner shall have the same liability and indemnity obligations to Contractor.
31. Contractor's provision of insurance, including its primary response, additional insured endorsements, and waivers of subrogation, shall be limited to the extent of Contractor's proportional liability and indemnity obligations.
32. Contractor shall not be required to waive any rights available to it under the law unless equally applicable to and waived by Owner.
33. Except provisions for liquidated damages or damages that are a part of third-party claims that either Party has an obligation to indemnify the other Party from, neither party shall be liable to the other for indirect damages of any kind, including incidental, special, and consequential damages and encompassing, without limitation, loss of use, loss of profit, and loss of business opportunity.
34. Contractor may request a change order or pursue a claim against Owner for an increase to the price and/or extension to the schedule when Owner's or Owner's other contractors' acts or omissions, including delays, adversely affect Contractor's performance of the Work or otherwise cause damage, loss, or expense to Contractor.
35. Change orders, and any claimed accord and satisfaction associated therewith, shall encompass only the scope of the change order, not the entirety of the project performed up to the date of the change order.
36. Change order / claim notice deadlines shall not be less than ten business days from the date Contractor knew of the circumstance giving rise thereto.
37. A change order shall utilize the unit prices provided in the contract, if applicable. If no such unit price is applicable, the parties will negotiate to reach a mutually agreeable price for the work. If the parties are unable to reach an agreement, Contractor shall perform the work on a time and materials basis, plus a fee of thirty-five percent for all overhead and profit associated therewith.
38. Force majeure shall include labor, material, equipment, and lower tier contractor shortages due to any pandemic or epidemic, including COVID-19, and all abnormal climate conditions, which shall be defined as all precipitation days for the period of time in excess of the ten year average reported by the National Oceanic and Atmospheric Administration reporting station located closest to the Site. Contractor shall not be responsible for any delay damages and shall be entitled to make a claim for an increase to the price and/or an extension to the schedule if delayed as a result thereof.
39. Contractor shall be given the opportunity to cure any breach of contract or defect in the Work, which it shall commence and diligently continue within a minimum of ten business days from written notice thereof.
40. In the event of termination for default, Owner may take possession of Contractor's materials as well as equipment and tools specifically leased for the project. All equipment and tools owned or leased for non-project-related reasons by Contractor shall remain in the sole possession of Contractor.



2026 Napa On-Call Rates – March, 2026

41. In the event of termination for convenience, Contractor shall be paid (a) for mobilization, the Work completed to date, and demobilization, each at the rates provided, (b) reasonable costs of termination, and (c) thirty-five percent of those termination costs for overhead and profit.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 2 TO AGREEMENT NO. 210380B (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 2 (“Amendment No. 2”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210380B (FC) ("Agreement") is made and entered into effective as of _____, _____, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and RECON ENVIRONMENTAL, INC., a California corporation, whose mailing address is 3111 Camino del Rio North, Suite 600, San Diego, CA 92108 (CONTRACTOR). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on March 2, 2021, the DISTRICT advertised a Request For Proposals (RFP) for general landscape and maintenance services; RECON ENVIRONMENTAL was selected through the RFP process; and

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of June 8, 2021, and amended the Agreement on June 13, 2023; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT to provide general maintenance and landscaping services including vegetation management, erosion control, and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to the DISTRICT’S programs; and

WHEREAS, DISTRICT and CONTRACTOR wish to update its hourly and daily rates; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal; and

WHEREAS, DISTRICT and CONTRACTOR now desire to reduce the maximum amount of compensation from \$125,000 to \$80,000 per fiscal year.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, “fiscal year” shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3, subdivisions (a) and (c), of the Agreement is hereby amended in full to read as follows:

(a) Rates: As of the effective date stated above, in consideration of CONTRACTOR’s fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit B-1 and incorporated herein. CONTRACTOR will provide its revised annual rates prior to start of any future fiscal year if renewal options are exercised.

(b) Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

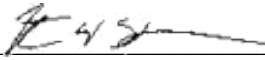
3. Except as provided in paragraphs 1 and 2, above, and Exhibit B-1, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

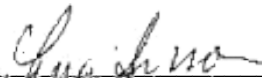
4. This Amendment No. 2 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 2 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

RECON ENVIRONMENTAL, INC.

By 
ROBERT HOBBS, President

By 
GINA SISSON, Operation Manager

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT, a special district of
the State of California

By _____
SCOTT SEDGLEY, Chairperson of the Board of
Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: April 1, 2026</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____ _____ Deputy Secretary of the District Board</p>	<p>ATTEST: Neha Hoskins Secretary of the District Board</p> <p>By: _____</p>
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Exhibit B-1

Rates

Labor Category	Current Hourly Rate	Proposed Hourly Rates (effective July 1, 2026)
Northern California Restoration Director	\$180	\$189
Northern California Field Director	\$108	\$114
Northern California Field Supervisor	\$91	\$96
Northern California Field Crew Chief	\$71	\$75
Northern California Field Specialist Technician	\$63	\$66
Northern California Field Technician	\$57	\$60



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-844

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Jeremy Sarrow - Watershed and Flood Control Operations Manager
SUBJECT: Bale Slough - Bear Creek Restoration Project - Approval of Plans and Specifications and Authorization to Advertise

RECOMMENDATION

Approve the Plans and Specifications for the “Bale Slough - Bear Creek Restoration Project” and authorize the advertisement for sealed bids at a time, date, and location to be published by the District Manager pursuant to Public Contract Code section 20150.8. (No Fiscal Impact)

BACKGROUND

The final designs for the Bale Slough - Bear Creek Restoration Project, Groups A-C, were completed in 2022. Construction of the Group A restoration sites was completed in the summer of 2023, and construction of the Group C sites was completed in 2025. The District has sufficient funds from those received as part of Clover Flat Land Fill settlement and remaining Measure A funds to implement the final phase of the Project, the Group B restoration sites. With funding now in place, this phase of the Project is ready to go out to bid.

The engineer’s estimate for constructing Group C is \$1,517,762 and the attached map, Exhibit A, shows the location of the entire Bale Slough - Bear Creek restoration Project including the Group B restoration sites 6-10. Restoration actions will include expansion and enhancement of the stream channel through grading and installation of in-stream habitat features, reconnecting Bear Creek to its historic floodplain, increasing habitat diversity within the riparian zone through the management and removal of non-native vegetation and installation, and maintenance of native vegetation.

Requested Actions:

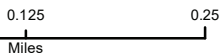
1. Approve plans and specifications for the Bale Slough - Bear Creek Restoration Project
2. Authorize advertisement for sealed bids for Group B restoration Sites and opening of the bids at a time, date, and location to be published by the District Manager pursuant to Public Contract Code section 20150.8.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Construction of the Project is consistent with direction from the Board to accomplish watershed restoration projects of this type.
Is the general fund affected?	No
Future fiscal impact:	The project is anticipated to be complete in 2026. Following construction, long term maintenance is funded by the OVOK Community Facilities District that was created by the Flood Control District.
Consequences if not approved:	If this item is not approved, potential loss of grant monies, landowner involvement, and continued degradation of the Napa River may occur.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The project is the subject of a Mitigated Negative Declaration (SCH No. 20211090589), which was adopted by the Napa County Flood Control District on November 15, 2021. According to the Mitigated Negative Declaration, the proposed project would have, if mitigation measures are not included, potentially significant environmental impacts in the following areas: Aesthetics, Biological Resources, Transportation/Traffic, Cultural Resources, and Air Quality. This project site is not on any of the lists of hazardous waste sites enumerated under Government Code section 65962.5.



Construction Groups (with Restoration Site Id's)

-  Group A
-  Group B
-  Group C



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-877

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: First and Oxbow Development Easement Agreement 270007B (FC)

RECOMMENDATION

Approve of and authorize the District Board chair to sign the First and Oxbow Easement Agreement No. 270007B with Foxbow Development, LLC, Foxbow 1, LLC, and Timothy L. Herman Survivors Trust (collectively, the “Developer”) granting easements to the Developer in exchange for flood control improvements, construction of a permanent public access pathway, and funding for restoration and streambank stabilization for the Napa County Flood Control and Water Conservation District (District) and authorization for District Manager to sign attached deeds. (Fiscal Impact: \$70,000 Revenue; Budgeted; Discretionary)

BACKGROUND

Under the Agreement, the Developer would receive the following easements and fee ownerships to be granted to them by the District in association with their development:

1. An Access and Utility Easement to a portion of APN 003-241-005, a 3,916 square foot piece of land
2. An Access and Utility Easement to a portion of Water Street adjacent to APN 003-242-001, a 2,981 square foot piece of land
3. A two-foot-wide strip of land on APN 003-241-005, a 180 square foot piece of land

In exchange, the District would receive the following:

1. The Developer will improve the District parking lot on APN 003-242-001 to meet the new grade of Water Street including restriping.
2. The Developer will construct a public path and access for the District between First Street and the proposed Water Street improvements
3. The Developer will transfer funding in the amount of \$70,000 to the District for riparian restoration, bank stabilization, flood protection, recreation improvements, or similar projects on District property or other properties in the area.

The parcels with APNs 003-241-005 and 003-242-001 were acquired by the District for implementation of the

flood project, including construction of a trail access between First Street and Water Street. Granting the easements will not negatively impact the Napa River Flood Protection Project (Flood Project) due to the Developer taking on the responsibilities for constructing the improvements that were planned for the areas where the easements would be granted. The exchange will be an overall benefit to the Flood Project and the District by reducing costs for completing the goals of the Flood Project and lowering future operations and maintenance costs.

Requested Action:

1. Approve of and authorize the District Board chair to sign First and Oxbow Easement Agreement No. 270007B with Foxbow Development, LLC, Foxbow 1, LLC, and Timothy L. Herman Survivors Trust.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8001000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The agreement will allow for advancement of the goals of the Flood Project, including the future trail connection.
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	The development, as approved by the City of Napa, would not be able to move forward with construction and overall costs for implementation of the Flood Project would increase.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AGREEMENT NO. 270007B (FC)**

FIRST AND OXBOW EASEMENT AGREEMENT

This First and Oxbow Easement Agreement (this “Agreement”) is made as of _____, _____, 2026, by and between the Napa County Flood Control and Water Conservation District (“District”), a special district of the state of California, and Foxbow Development, LLC, Foxbow 1, LLC, and Timothy L. Herman Survivors Trust (collectively, the “Developer”).

RECITALS

WHEREAS, the District is the owner of certain real property (“District Property”) located in the City of Napa, County of Napa, State of California, as more particularly set forth in Exhibit A shown as Parcel B, APN 003-241-005, and Parcel E, APN 003-242-001, attached hereto and incorporated herein by reference; and

WHEREAS, the Developer is the owner of certain real property (Developer Owned Parcels”), bearing the APNs 003- 235-003, -004, -005, and -006, and 003-241-003 and -006, adjacent to the District Property and also more particularly set forth in Exhibit A; and

WHEREAS, the City of Napa is the beneficial owner of the land currently constituting the public street called Water Street; and

WHEREAS, on April 2, 2024, the City of Napa City Council adopted Resolution R2024-031 which authorized the conditional abandonment of Water Street generally between Soscol Avenue and McKinstry Street, as more particularly described and depicted in Exhibit C, attached to this Agreement and incorporated herein by this reference; and

WHEREAS, after the complete abandonment of Water Street by recordation of Resolution R2024-031, which the City of Napa City Manager is authorized to do after Developer completes certain actions as outlined in Exhibit C, said section of Water Street will revert to the owners of the real property fronting said section of Water Street, in a pro rata allocation based upon the frontage of land owned along the abandoned section of Water Street, bounded on either side of each respective parcel by the extended property lines which are perpendicularly oriented to Water Street, and through to the centerline of Water Street, and ending at the centerline of Water Street; and

WHEREAS, the District anticipates it will become *de facto* owner of a section of the abandoned Water Street land adjacent to APN 003-241-005 and APN 003-242-001 following said recordation of Resolution R2024-031 (“District Water Street Area”); and

WHEREAS, the District and Developer each have respective desires and objectives for the use and benefit which will result from the abandonment of the Water Street land by the City of Napa; and

WHEREAS, on April 15, 2008, the District and the City of Napa entered into Agreement 324 (FC) regarding the realignment of Lawrence Street and the associated exchange of property; and

WHEREAS, under Agreement 324 (FC) the City of Napa will grant the old Lawrence Street right-of-way to the District after which the District will grant the new Lawrence Street right-of-way to the City of Napa; and

WHEREAS, a 12' wide portion of the old Lawrence Street right-of-way is adjacent to parcels with APNs 003-235-005 and -006 which are currently owned by Developer ("Old Lawrence ROW"); and

WHEREAS, on October 02, 2012, the District entered into Agreement 420 (FC) with James Jensen Jr. under which the District agreed to grant the 12' wide portion of Old Lawrence ROW to James Jensen Jr., or his successor, after it is granted to the District by the City of Napa; and

WHEREAS, Developer is recognized as the successor to James Jensen, Jr. due to Developer now owning the adjacent property previously held by James Jensen, Jr. when agreement 420 (FC) was executed; and

WHEREAS, on June 02, 2023, the District and Developer entered into Agreement 230439B (FC); and

WHEREAS, Developer has had a change in named ownership of Developer Owned Parcels since execution of Agreement 230439B (FC); and

WHEREAS, District and Developer mutually agree to a Grant Deed, transferring approximately 2' x 90' from APN 003-241-005 to APN 003-241-006 (the "First Grant Deed"); and

WHEREAS, District and Developer mutually agree to an Access and Utility Easement for a portion of APN 003-241-005 and the adjacent portion of Water Street; and

WHEREAS, District and Developer mutually agree to an Access and Utility Easement for a portion of Water Street adjacent to APN 003-241-001 and;

WHEREAS, it is the intent of the parties that this Agreement replace and supersede any other agreement or agreements, oral or written, that the District may have with Developer with respect to the subject matter covered by this Agreement, including Agreement 230439B.

TERMS

NOW, THEREFORE, DISTRICT and DEVELOPER hereby agree to an exchange of easements and constructed improvements in accordance with the terms and conditions set forth herein:

1. Term of Agreement:

A. The term of this Agreement shall commence on the date first above written and terminate upon transfer of the property interests herein described. Notwithstanding the foregoing, the insurance obligations contained in section 6. shall survive such termination and continue for the life of the easement. This Agreement constitutes the entire agreement between the District and Developer relating to the subject of this Agreement. This Agreement supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the exchange of the property interests.

2. Developer Obligations:

A. Developer shall keep access open to and improve the existing parking lot on APN 003-242-001 south of Water Street per the RSA plan, Exhibit B, District Parking Lot. Developer shall provide final plans for the improvements to the District for approval.

B. Developer shall submit to the District for approval the final plans and specs for the construction of the shared use path/access way between First Street and Water Street (“the Path”) and the proposed Water Street improvements as well as the general civil construction plans for the hotel project. The Path shall be open to the public and designed to meet the requirements for width and slope of an ADA walkway and vehicular access road and shall be constructed, maintained, and kept open to the public at all times at the sole cost and expense of Developer. The City of Napa has final approval of the plans per the Conditions of Approval.

C. Developer shall obtain an approval letter from the City of Napa Director of Public Works or the City Manager confirming acceptance of the Path and shall provide indication of this approval in writing to District. Approved improvement plans will satisfy this requirement.

D. Developer shall, within 30 days of receiving the recorded deeds, transfer funding in the amount of \$70,000 to the District. District shall use this funding to support riparian restoration, bank stabilization, flood protection, recreation improvements, or similar projects on District Property. District reserves the right to utilize the easement areas for the purposes of implementing above referenced projects with appropriate and timely notice provided to Developer, and in alignment with the approved design intent of the hotel project.

E. Developer shall draft deed and legal description necessary for the Grant Deed and submit them to District for written approval prior to recordation.

F. Developer shall draft deeds and legal descriptions necessary for the easements and submit them to District for written approval prior to recordation.

G. Developer shall ensure that District is afforded access over the private portion of Water Street to access its parcel and improvements.

3. District Obligations:

A. After receiving the approval from the City of Napa per section 2.C., and a copy of the recorded street abandonment per Resolution R2024-031 District shall:

1) Sign and record the Access and Utility Easement Deed to a portion of APN 003-241-005 and the adjacent portion of Water Street in the form of Exhibit D attached hereto and incorporated herein by reference; and

2) Sign and record the Access and Utility Easement Deed for a portion of Water Street adjacent to APN 003-242-001 in the form of Exhibit E attached hereto and incorporated herein by reference; and

3) Sign and record the Grant Deed in the form of Exhibit G for the 2' strip of property on APN 003-241-005.

B. After receiving the quitclaim of Old Lawrence Street from the City of Napa, the District shall convey the quitclaim deed to the 12' wide strip of property on a portion of APN 003-235-007 to the Developer in the form of Exhibit F.

C. District shall not unreasonably prevent or delay recording the Grant Deeds or Easements.

D. If parcels with APNs 003-242-008 and -009 are developed and filled, District shall, after or concurrently, demolish the existing parking lot on 003-242-001 and place fill on that parcel to elevation 19.6' in the NAVD 1988 datum. If a riverfront trail is constructed as part of development of APNs 003-242-008 and -009, District shall, on APN 003-242-001, construct, or cause to be constructed, a trail connection between the Path and the new riverfront trail.

4. Notices:

A. Any notice or other communication under this Agreement shall be in writing and either served personally, sent by prepaid, first-class mail, addressed to the other party at the following addresses, or by electronic transmission:

District: Napa County Flood Control and
Water Conservation District
804 First Street
Napa, CA 94559-2623
Email: flooddistrict@countyofnapa.org

Developer: James B. Leamer
c/o Foxbow Development, LLC
485 Technology Way
Napa, CA 94558
Email: jbleamer@gmail.com

Copy to:
Stratus Development Partners, LLC
17 Corporate Drive, Suite 200
Newport Beach, CA 92660
Email: dwood@stratusdev.com

5. Indemnification:

A. To the fullest extent permitted by law, Developer shall indemnify, hold harmless, release, and defend District, its elected and appointed officials, officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs, and liabilities of any nature (collectively, "Liability") that may be asserted by any person or entity including Developer arising out of Developer's acts or omissions hereunder, including the acts or omissions of Developer's employees, agents, or contractors, related to the Developer's use of District Property and District Water Street Area (collectively the "Premises", or Developer's failure to comply with the terms set forth herein, excepting only Liability due to the sole negligence or willful misconduct of District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Developer under Worker's Compensation, disability, or other employee benefit acts, or the terms, applicability, or limitations of any insurance held or provided by Developer and shall continue to bind the parties after expiration or termination of this Agreement.

6. Insurance:

A. As a requirement prior to beginning improvements or construction, and not as a requirement for recording this Agreement or any of the Grant Deeds or Easements identified herein, the District will be provided with a certificate of Additional Insured on the master policy per the Lender's requirements. If the initial certificate(s) provided expire at the end of construction, Developer will also ensure that the District is provided with insurance certificates meeting the requirements below from the development operator, or other appropriate entity, related to the ongoing use of the easements by Developer or its successor. Without limiting Developer's indemnification obligations in Section 5. of this Agreement, Developer will procure and maintain throughout its use of the Access Easements the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Developer, its agents, employees, or subcontractors:

- 1) General Liability Policy. Commercial General Liability Insurance (CGL) at least as broad as CG 00 01, covering premises and operations and including but not limited to, owners and contractors protective, product and completed operations, personal and advertising injury and contractual liability coverage with a minimum per occurrence limit of \$1,000,000 (ONE MILLION DOLLARS) covering bodily injury and property damage; General Aggregate limit of \$2,000,000 (TWO MILLION DOLLARS); Products and Completed Operations Aggregate limit of \$2,000,000 (TWO MILLION DOLLARS) and Personal & Advertising Injury limit of \$2,000,000 (TWO MILLION DOLLARS), written on an occurrence form. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

- 2) Automobile Liability Policy. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), covering use of all owned, non-owned, and hired automobiles and all vehicles used in the performance of this Agreement, including the loading thereof, with minimum coverage of not less than \$1,000,000 (ONE MILLION DOLLARS) per accident, combined single limit for bodily injury and property damage liability.

- 3) Workers' Compensation. Workers' Compensation insurance meeting statutory limits of the Labor Code, and; Employer's Liability insurance on an "occurrence" basis with a limit of not less than \$1,000,000 (ONE MILLION DOLLARS). The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the District, its officials, officers, agents, and employees.

- 4) Pollution Liability Insurance. Developer Pollution Liability insurance covering liability to the District imposed by law or contract arising out of an error, omission or negligent act in the performance, or lack thereof, of services and any physical property damage, bodily injury or death resulting there from, with a limit of not less than \$5,000,000 (FIVE MILLION DOLLARS) per claim and in the aggregate. Insurance shall include legal defense coverage for the loading and unloading of waste at District sites and non-owned disposal sites; coverage for release or spill while in transit; and coverage for pollution conditions at non-owned disposal site.

- 5) Endorsements. The CGL, pollution liability and automobile liability policies will contain or be endorsed with the following provisions:
 - a) The District, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Developer. The coverage will contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, volunteers, and agents.

- b) The Developer's insurance is primary and non-contributory with respect to all obligations assumed by Developer pursuant to this Agreement or any other services provided. Any insurance carried by District shall not contribute to, or be excess of insurance maintained by Developer, nor in any way provide benefit to Developer, its affiliates, officers, directors, employees, subsidiaries, parent company, if any, or agents.
- c) The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

6) All Policies.

- a) For all insurance policies required under this Agreement, Developer will furnish the District with Additional Insured certificates and original endorsements effecting the required coverage when placed. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to District, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the District. The endorsements will be on forms provided by District or as approved by District's Risk Manager.
- b) Any deductible or self-insured retention of \$100,000 (ONE HUNDRED THOUSAND DOLLARS) or more will be disclosed to the District Agreement prior to District granting the Access Easements and is subject to approval by the District.
- c) If Developer fails to procure and maintain the insurance coverage types or limits, or any portion thereof, as specified herein, the District, in its sole discretion, may terminate any contract, including without limitation this Agreement, between the Developer and the District.
- d) Unless otherwise agreed by the parties, Developer shall cause all of its Subcontractors to maintain the insurance coverages specified in this Insurance section and name Developer as an additional insured on all such coverages. Evidence thereof shall be furnished as the Developer may reasonably request.
- e) If any of the insurance required to be maintained by Developer pursuant to this Insurance section contains aggregate limits which apply to operations of the Developer other than those operations which are the subject of this Agreement, and such limits are diminished by more than

\$250,000 after any one or more incidents, occurrences, claims, settlements, or judgments against such insurance, Developer shall take immediate steps to restore such aggregate limits or shall maintain other insurance protection for such aggregate limits.

- B. The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Developer.

7. Hazardous Materials:

- A. Developer shall not cause or permit any hazardous material (as defined herein) to be generated, brought onto, used, stored, released, or disposed of on, under, about, or within the Access Easements by Developer, or its employees, agents, contractors, tenants, sub-tenants, or invitees or other third parties.
- B. If either party becomes aware of any actual or threatened release of hazardous materials on, under, or about the Access Easements or any inquiry, investigation, proceeding, or claim by any agency or person regarding the presence of hazardous materials on, under, or about the Access Easements, that party shall give the other party written notice of the same within five (5) days of learning of it and shall simultaneously furnish the other party copies of any claim, notices of violation, reports, or other writings received.
- C. To the fullest extent permitted by law, Developer shall, with counsel reasonably acceptable to District, indemnify, defend, release, and hold harmless District, its elected and appointed officials, officers, agents, and employees, from any and all Liability arising out of or resulting from Developer's use or storage of any hazardous materials on the Access Easements, the release of any hazardous material in or about the Access Easements or the violation of any environmental law by Developer, its employees, agents, contractors, tenants, sub-tenants, or invitees. This indemnification obligation shall survive the expiration or termination of this Agreement.
- D. If the presence of any hazardous material brought onto the Access Easements by Developer or Developer's employees, agents, contractors, tenants, sub-tenants, and/or invitees results in contamination of the Access Easements, Developer shall promptly take all necessary actions, at Developer's sole cost and expense, to return the Access Easements to the condition that existed prior to the introduction of such hazardous material. Developer shall first obtain the District's written approval of the proposed remediation action. Remediation shall not limit Developer's indemnification obligation set forth above.
- E. As used herein, hazardous materials shall mean any hazardous or toxic substance, material, or waste that is or becomes regulated by the federal, state, or local government, including:
 - 1) "Hazardous substances" and "pollutants and contaminants" as defined in CERCLA, 42 USC §§960114 and (33) and regulations issued pursuant thereto;

- 2) "Extremely hazardous substances," "hazardous chemicals," and "toxic chemicals" as defined in the Emergency Planning and Community Right to Know Act, 42 USC §§1102(a), 1121(e) and 1122(c) and regulations issued pursuant thereto;
- 3) "Hazardous chemicals" within the meaning of OSHA's Hazard Communication Rules, 29 CFR §1910.1200;
- 4) Any such materials regulated under state or local environmental laws and regulations similar to the foregoing federal authorities listed in 7.E.a. – 7.E.c. above; and
- 5) Any materials not covered by, or exempted from, the sources listed in subsections a.-d. above that may nevertheless pose a threat to human health or welfare or to the environment including, without limitation, petroleum, including crude oil or any fraction thereof, radon, PCB's, radioactive material, toxic pesticides and herbicide, volatile solvents, or materials containing asbestos and/or formaldehyde.

8. General Provisions:

- A. Headings. The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement will be construed as not containing that term, and the remainder of this Agreement will remain in full force and effect; provided, however, this section will not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement will be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of Napa.
- D. Attorney's Fees. If any litigation is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
- E. Successors. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- F. Modifications. This Agreement may not be amended or modified orally. No amendment or modification of this Agreement is binding unless it is in a writing signed by both parties.

- G. Waivers. No waiver of a breach, default, or duty under this Agreement will be effective unless it is in writing and signed by the party waiving the breach, default, or duty. Waiver of a breach, default, or duty under this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach, default, or duty under this Agreement.
- H. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all. If any provision in any document attached or incorporated into this Agreement conflicts or is inconsistent with a provision in the body of this Agreement, the provisions in the body of this Agreement will control over any such conflicting or inconsistent provisions.
- I. Interpretation. Each party to this Agreement has had an opportunity to review the Agreement, and to consult with its respective legal counsel regarding the meaning of the Agreement. Accordingly, Civil Code Section 1654 will not apply to interpret any uncertainty in the meaning of the Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, District and Developer have respectively signed and sealed this Agreement as of the day and year first above written.

DISTRICT:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California

By _____
SCOTT SEDGLEY,
 Chairperson of the Board of Directors

DEVELOPER:


FOXBOW DEVELOPMENT, LLC

By _____

Signed by:
6AC7D2F407D2462...
 Name: JB Leamer
 Title: Managing Member


DEVELOPER:

FOXBOW 1, LLC

By _____

DocuSigned by:
77783E44D41B43D...
 Name: Tim Herman
 Title: Managing Member

DEVELOPER:

TIMOTHY L. HERMAN SURVIVORS TRUST

By _____

DocuSigned by:
77783E44D41B43D...
 Name: Tim Herman
 Title: Trustee

<p>APPROVED AS TO FORM District Counsel By: <u>Shana A. Bagley</u> Deputy County Counsel Date: 04/08/2026</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT Date: Processed By: _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board By: _____</p>
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EXHIBIT A

Current Property Boundaries

EXHIBIT A

NAPA CALIFORNIA

NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
003-235-001
3,499± SF

FIRST STREET

NAPA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT
003-241-005
3,556± SF

EXHIBIT A
CITY OF NAPA
003-235-002
(NOT A PART OF PROJECT)
129± SF

PARCEL A
DEVELOPER OWNED
003-235-004
3,320± SF
DEVELOPER OWNED
003-235-005
2,489± SF
DEVELOPER OWNED
003-235-006
2,210± SF
DEVELOPER OWNED
003-235-003
6,017± SF
LAWRENCE STREET

PARCEL C
DEVELOPER OWNED
003-241-006
1,275± SF
DEVELOPER OWNED
003-241-003
8,177± SF
T. FINCH
003-241-004
6,258± SF

PARCEL B

WATER STREET
7,200± SF

NAPA RIVER

WATER STREET
1,200± SF

WATER STREET
14,400 SF

PARCEL F
933 WATER STREET LLC
003-242-008

PARCEL E



GRAPHIC SCALE

(IN FEET)
1 inch = 50 FT



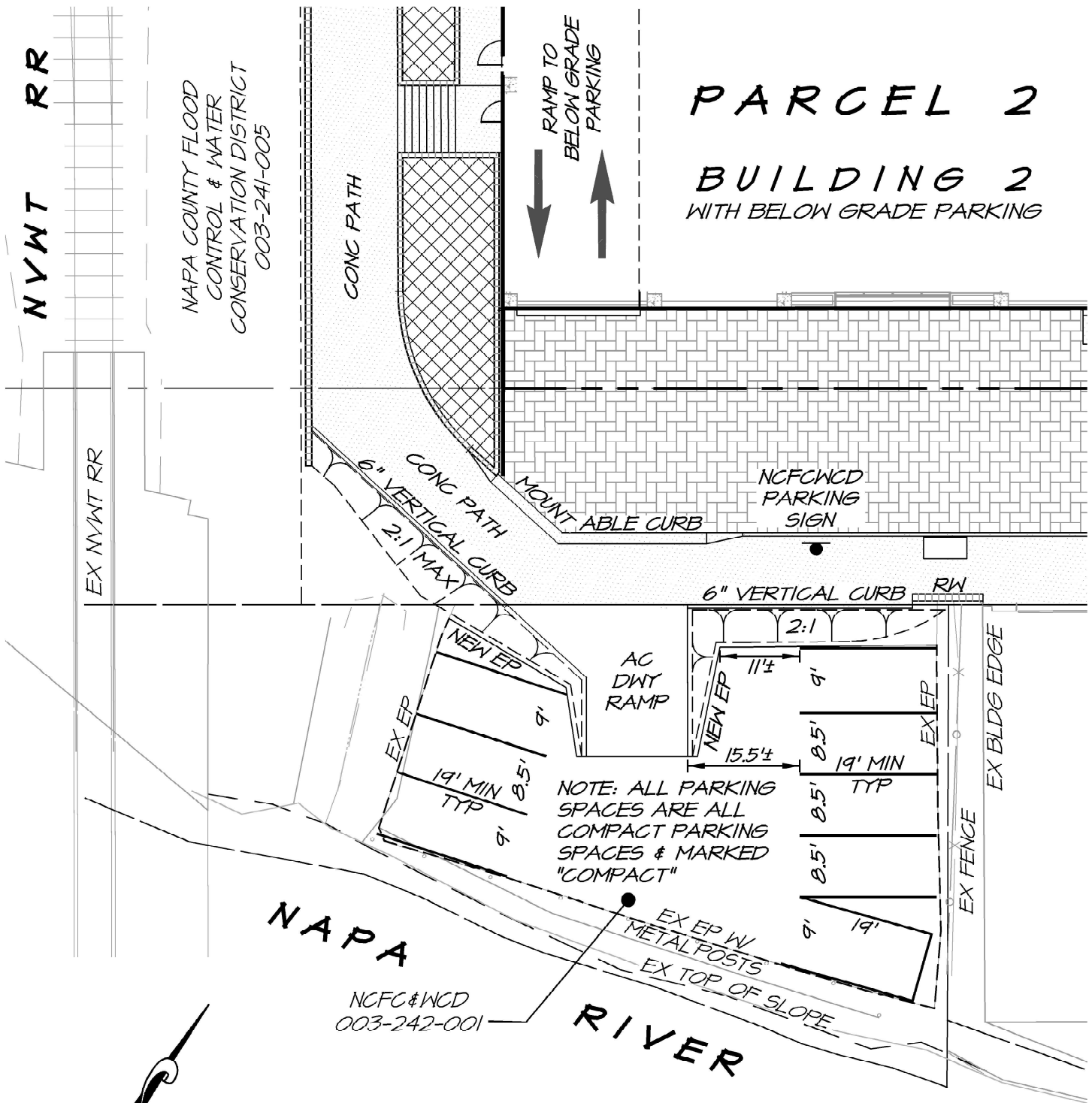
1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSAcivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + | 1980

5/21/19 4115470.0.15 MC INTENDED/rev_cur prop including

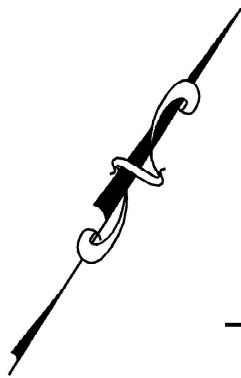
EXHIBIT B

Parking Plan Improvements



FLOOD CONTROL DISTRICT WATER STREET PARKING PLAN

SCALE: 1"=20'



GRAPHIC SCALE



(IN FEET)
1 inch = 20 FT



1515 FOURTH STREET
NAPA, CALIF. 94559
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EXHIBIT C

Water Street Abandonment Resolution

RESOLUTION R2024-031

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, (1) AUTHORIZING THE CONDITIONAL ABANDONMENT OF PORTIONS OF WATER STREET IN SUPPORT OF THE FIRST AND OXBOW HOTEL PROJECT (PL22-0137) LOCATED ON THE PARCELS BOUND BY SOSCOL AVENUE, FIRST STREET, MCKINSTRY STREET, AND WATER STREET, (2) DECLARING THAT THE WATER STREET EASEMENT AREA IS EXEMPT SURPLUS LAND IN ACCORDANCE WITH THE SURPLUS LAND ACT, AND (3) DETERMINING THAT THE ACTIONS AUTHORIZED BY THIS RESOLUTION WERE ADEQUATELY ANALYZED BY A PREVIOUS CEQA ACTION

WHEREAS, the portions of Water Street located between Soscol Avenue and McKinstry Street (the "Subject Easement") were created with the filing of the map of Cornwell's Addition to Napa City on March 11, 1852; and

WHEREAS, Stratus Development Partners, LLC (the "Developer") has submitted an application for the development of the First and Oxbow Hotel Project, Project No. PL22-0137, (the "Project") within the two-block area bound by Soscol Avenue, First Street, McKinstry Street, and Water Street (APNs 003-235-003, 003-235-004, 003-235-005, 003-235-006, 003-241-003 and 003-241-006), and;

WHEREAS, Developer has requested that the City abandon the Subject Easement in order to incorporate the Subject Easement into the Project; and

WHEREAS, the conditional abandonment of the Subject Easement was previously approved by the City Council on November 17, 2020 through the adoption of Resolution No. R2020-137 in support of the hotel project entitlements approved by Resolution No. R2020-134; and

WHEREAS, the Subject Easement is not necessary for public right-of-way purposes and is excess to the City's needs, provided that a Public Utility Easement is reserved to accommodate existing public utilities and a Public Pedestrian Access Easement is reserved to accommodate a path of public access to the Napa River, as proposed; and

WHEREAS, the City has published and posted the notices required by Streets and Highways Code Sections 8322 and 8323; and

WHEREAS, the Project falls within the scope of the Downtown Napa Specific Plan Program (DNSP) Final Environmental Impact Report (DNSP FEIR) certified by the City Council on May 1, 2012 (SCH #2010042043), as documented in the 2020

Addendum prepared for the original project and the January 2024 Addendum prepared for the revised project and on file with the City Clerk, and no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15162, 15164 and 15168 as documented in the 2020 and 2024 Addendums; and

WHEREAS, the City must comply with Government Code Sections 54220-54234 (the "Surplus Land Act") prior to taking any action to vacate the Subject Easement; and

WHEREAS, the Surplus Land Act does not apply to the disposition of property if the property is exempt surplus land as defined in Government Code Section 54221 (f)(1); and

WHEREAS, Government Code Section 54221 (f)(1)(E) defines exempt surplus land to include land that is former street, right-of-way, or easement; and

WHEREAS, the City Council has considered all information related to this matter, as presented at the public meetings of the City Council identified herein, including any supporting reports by City Staff, and any information provided during public meetings.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Napa, as follows:

1. The City Council hereby finds that the facts set forth in the recitals to this Resolution are true and correct and establish the factual basis for the City Council's adoption of this Resolution.

2. The City Council hereby determines that the potential environmental impacts of the Project were adequately analyzed and addressed within the scope of the Downtown Napa Specific Plan Program (DNSP) Final Environmental Impact Report (DNSP FEIR) certified by the City Council on May 1, 2012 (SCH #2010042043), as documented in the 2020 Addendum prepared for the original project and the January 2024 Addendum prepared for the revised project and on file with the City Clerk, and no further environmental review is required under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15162, 15164 and 15168 as documented in the 2020 and 2024 Addendums.

3. The City Council hereby declares that the Subject Easement area is exempt surplus land as defined in Government Code Section 54221 (f)(1)(E) of the Surplus Land Act Guideline because the Subject Easement is a former street, right-of-way, or easement.

4. The City Council hereby authorizes staff to submit a copy of this Resolution to HCD in accordance with the Surplus Land Act Guidelines.

5. The City Council hereby finds, based on the evidence summarized in this Resolution, and pursuant to California Streets and Highways Code Section 8324, that the Subject Easement, as described on Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference, is unnecessary for present or prospective public use, subject to the reservation of a Public Utility Easement and Public Pedestrian Access Easement as described in Exhibit A and shown on Exhibit B attached hereto and incorporated herein by reference (collectively, the “Public Service Easements”).

6. The City Council hereby vacates and abandons the Subject Easement as more particularly described on Exhibit A and shown on Exhibit B, reserving therefrom the Public Service Easements more particularly described on Exhibit A and shown on Exhibits B, attached hereto and made a part hereof, subject to the following conditions:

A. Developer shall ensure the completion of conveyances of reciprocal access easements amongst the adjoining property owners so that no parcel of land is landlocked by the herein described abandonment and vacation, and access to all parcels fronting the Subject Easement is assured, and Developer shall provide City evidence of the recordation of said reciprocal access easements.

B. Developer shall grant any additional easement rights to any public utility agency as may be required by such public agency in order to protect or access any utilities or facilities affected by the abandonment and vacation of the Subject Easement not already accommodated by the reservation of the Public Utility Easement as described herein provided any such additional grant of easement rights does not interfere with Developer’s Project.

C. Developer shall remove the necessary existing public street improvements and construct the revised public street frontage improvements consisting of curb, gutter, sidewalk, and a driveway approach or alternative band of hard surface material at the easterly limit of the Subject Easement as necessary to distinguish the transition from a public street to a private street.

D. Developer shall disconnect and properly cap or reconnect all public utilities located within the Subject Easement but outside of any reserved utility easements including, but not limited to, distribution mains, service lines, meters, light poles, and hydrants, and developer shall deliver all above ground utility facilities to the utility owner.

7. Upon satisfaction of the conditions set forth in Section 6 of this Resolution, the City Manager or authorized designee is hereby authorized to record this Resolution in the Office of the County Recorder of the County of Napa and, upon said recordation, the Subject Easement described on Exhibit A and shown on Exhibit B shall no longer constitute a public street or highway, but will remain subject to the reservation of the Public Service Easements described on Exhibit A and shown on Exhibit B.

8. The City Council hereby authorizes the City Manager or authorized designee to execute all related documents and take all actions necessary to implement the abandonment and vacation of the herein described Subject Easement, and to implement the actions authorized by this resolution.

9. This Resolution shall supersede in its entirety Resolution R2020-137.

10. This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the 2nd day of April, 2024, by the following vote:

AYES: Alessio, Painter, Narvaez, Sedgley

NOES: None

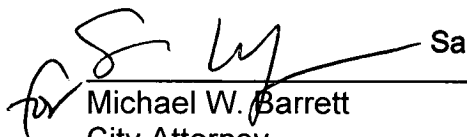
ABSENT: None

ABSTAIN: None

RECUSED: Lueros

ATTEST: 
Tiffany Carranza
City Clerk

Approved as to form:


Michael W. Barrett
City Attorney

Sabrina S. Wolfson, Asst. City Attorney

4916
Water Street
09-08-2020

Exhibit A

An abandonment of two portions of the Right-of-Way of Water Street in the City of Napa, said portions described as follows:

Portion One: **Beginning** at the southeast corner of Block 2 as shown on the map entitled Cornwell's Addition to Napa City, recorded March 11, 1852 in Book B of Deeds at Page 143, Napa County Records; thence westerly along the northern line of Water Street to a point 30 feet from the southwest corner of said Block 2; thence southerly and perpendicular to said north line 60 feet, more or less, to the southern line of Water Street as shown on said map; thence easterly along said southern line to the prolongation of the eastern line of said Block 2; thence north along said prolongation to the **Point of Beginning**.

Together with:

Portion Two: **Beginning** on an easterly prolongation of the north line of Water Street into Lawrence Street to the point 12 feet easterly of the southeast corner of Block 3 as shown on the map entitled Cornwell's Addition to Napa City recorded March 11, 1852 in Book B of Deeds at Page 143, Napa County Records; thence westerly along said prolongation and north line of Water Street to the eastern line of Soscol Avenue per Soscol Avenue Improvement Plans, Drawing No. S-7896 on file in the City of Napa Public Works Department; thence southerly along said eastern line of Soscol Avenue to the southern line of Water Street as shown on said map; thence easterly along said southern line of Water Street to the southerly prolongation of the eastern line of said Block 3; thence continuing along said southerly line of Water Street 12 feet; thence north parallel with said prolongation to the **Point of Beginning**

Reserving therefrom the southern 40.50 feet of Portion One for public uses a Public Utility Easement in, on, over, across, under and through for Public Utility purposes including existing and future electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush. The servient tenement owner shall not construct any building, well, or structure of any kind on the Public Utility Easement provided that the servient tenement owner shall not be prohibited from constructing any paving surfaces for vehicles or pedestrians.

Also reserving therefrom the southern 40.50 feet of Portion One for public uses as a Public Pedestrian Access Easement in, on, over, across, and through for Access purposes together with any and all appurtenances thereto, including the right from time to time to trim and cut down and clear away or otherwise control any trees or brush. The servient tenement owner shall not construct any building, well, or structure of any kind on the Public Pedestrian Access Easement provided that the servient tenement owner shall not be prohibited from constructing any paving surfaces for vehicles or pedestrians.

End Description

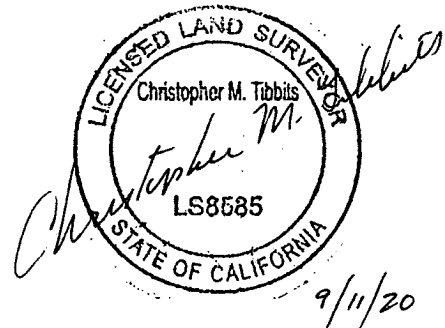
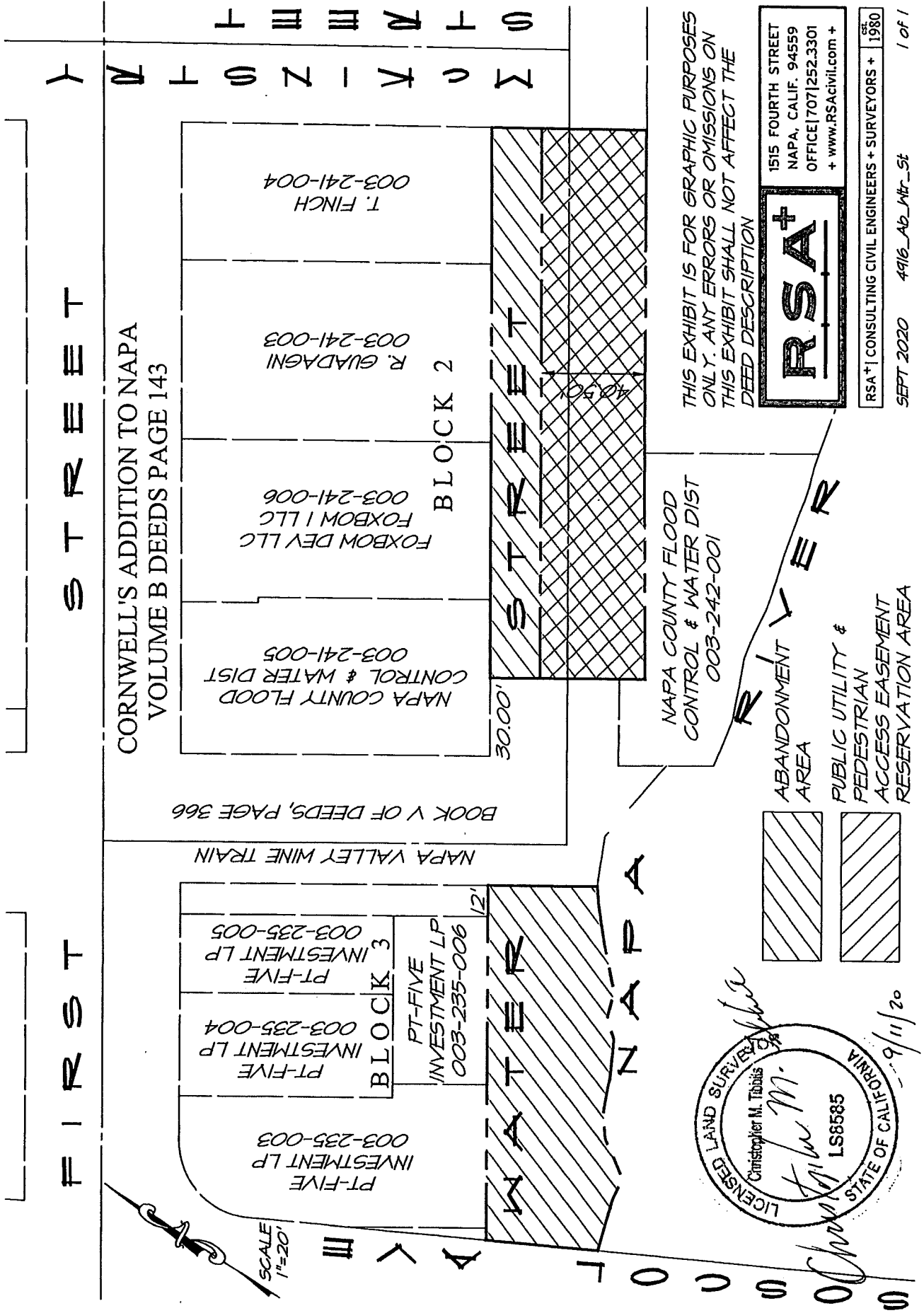


EXHIBIT B

CITY OF NAPA CALIFORNIA



THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

**1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707 | 252.3301
+ www.RSACivil.com +**

1980

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SEPT 2020 4916_Ab_Wtr_St 1 of 1

9/11/20

LS8585

CHRISTOPHER M. TABBIS

9/11/20

STATE OF CALIFORNIA

LICENSED LAND SURVEYOR

EXHIBIT D

Access and Utility Easement Deed

On a portion of 003-241-005 and adjacent Water Street

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

APN: 003-241-005

Space Above This Line for Recorder's Use

ACCESS AND UTILITY EASEMENT DEED

THIS GRANT OF ACCESS EASEMENT dated as of _____, 20__, by the **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a special district of the State of California, ("Grantor") to **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC, AND TIMOTHY L. HERMAN SURVIVORS TRUST**, ("Grantee") for an Access and Utility Easement on the land described in Exhibit "A" and depicted in Exhibit "B," attached hereto and made a part hereof by this reference (the "Access Easement Area") and as follows:

An Access and Utility Easement for the purpose of constructing, maintaining, inspecting, repairing, and replacing the proposed improvements shown in Grantee's development plans titled "HOTEL OXBOW" and dated February 9, 2026, including the right to generally access Grantee's constructed improvements adjacent to the Access Easement area. Grantor reserves for itself and its heirs and assigns, the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or plant any trees, landscaping, vegetation, or other obstruction within said easement area, or construct any fences without Grantor's written approval.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: Shana A. Bagley
Date: 04/08/2026
[Doc No. 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code 1189(a)

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF NAPA

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5609
5609_Access-East_EX-A
03-09-2026

Exhibit A
Private Access and Utility Easement

Being a portion of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said portion described as follows:

BEGINNING at the point that bear North 57° 42' 52" East 30.00 feet from the southwest corner of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; thence North 32° 24' 15" West 119.98 feet to the southeast line of First Street; thence along said southeast line for First Street North 57° 41' 45" East 28.23 feet; thence leaving said southeast line of First Street South 32° 16' 31" East 119.99 feet to the northwest line of Water Street; thence leaving said northeast line of Water Street South 32° 16' 31" East 19.50 feet; thence South 57° 42' 52" West 27.92 feet; thence North 32° 24' 15" West 19.50 feet to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.

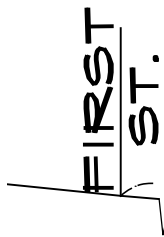


EXHIBIT B

Plat Map

BASIS OF BEARINGS

THE BEARING OF NORTH 27°28'15" WEST BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF SOSCOL AVENUE AS SHOWN ON 53 RS 67169.



SOSCOL AVENUE
BASIS OF BEARINGS

T. M. A. N.

FIRST STREET

N57°41'45"E
28.23'

LANDS OF
NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
APN 003-241-005

N32°24'15"W 119.98'

EASEMENT AREA
3,916 SF
0.09 ACRES

S32°16'31"E 119.99'

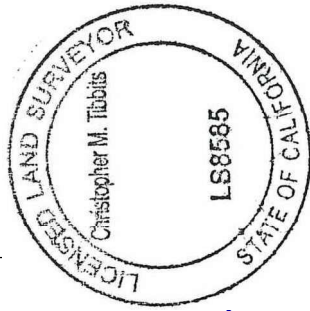
LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-006

N57°42'52"E
30.00'
P.O.B.
30.00'

N57°42'52"E
127.95'

LANDS OF
FOXBOB DEVELOPMENT,
LLC et al
APN 003-241-003

LANDS OF
THOMAS WRAY
FINCH 2014 TRUST
APN 003-241-004



WATER STREET

LANDS OF
933 WATER LLC
003-242-008

LANDS OF
NAPA COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT
003-242-001

EXHIBIT B

RSA+
1515 FOURTH STREET
NAPA, CALIF. 94559
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+ www.RSACivil.com +

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MARCH, 2026

5650_ACCESS-EAST_EX-B | OF 1

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

EXHIBIT E

Access and Utility Easement Deed
on Water Street adjacent to 003-242-001

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

APN: 003-242-001

Space Above This Line for Recorder's Use

ACCESS AND UTILITY EASEMENT DEED

THIS GRANT OF ACCESS EASEMENT dated as of _____, 20__, by the **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**, a special district of the State of California, ("Grantor") to the **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC AND TIMOTHY L. HERMAN SURVIVORS TRUST**, ("Grantee") for an Access and Utility Easement on the land described in Exhibit "A" and depicted in Exhibit "B," attached hereto and made a part hereof by this reference (the "Access Easement Area") and as follows:

An Access and utility Easement for the purpose of constructing, maintaining, inspecting, repairing, and replacing the proposed improvements shown in Grantee's development plans titled "HOTEL OXBOW" and dated February 09, 2026, including the right to generally access Grantee's constructed improvements adjacent to the Access Easement area. Grantor reserves for itself and its heirs and assigns, the right to use said easement area for purposes which will not interfere with Grantee's full enjoyment of the rights hereby granted; provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or plant any trees, landscaping, vegetation or other obstruction within said easement area, or construct any fences without Grantor's written approval.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No. 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT Civil Code 1189(a)

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF NAPA.

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5609
5609_Access-Water-St_EX-A
04-01-2026

Exhibit A
Private Access and Utility Easement

Being a portion of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said portion described as follows:

COMMENCING on the northwest line of Water Street at the southwest corner of Lot 2, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; thence along the northwest line of Water Street North 57° 42' 52" East 30.00 feet; thence leaving said northwest line of Water Street South 32° 24' 15" East 19.50 feet to the POINT OF BEGINNING; thence continuing South 32° 24' 15" East 40.50 feet to the southeast line of Water Street; thence along said southeast line for Water Street North 57° 42' 52" East 89.58 feet; thence leaving said southeast line of Water Street North 32° 16' 31" West 30.00 feet; thence South 57° 42' 52" West 61.75 feet; thence North 32° 16' 31" West 10.50 feet; thence South 57° 42' 52" West 27.92 feet to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.

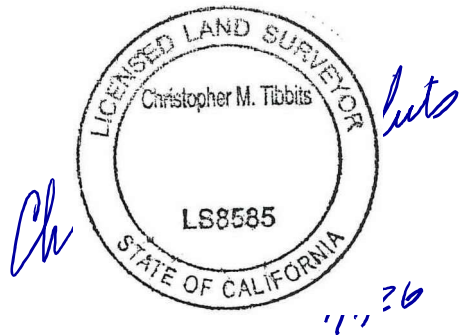


EXHIBIT B

Plat Map

BASIS OF BEARINGS

THE BEARING OF NORTH 27°28'15" WEST BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF SOSCOL AVENUE AS SHOWN ON 53 RS 67168.

LANDS OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APN 003-241-005

FIRST ST.

SOSCOL AVENUE
BASIS OF BEARINGS
N27°28'15" W 180.53'

T. M. V. N.

N57°42'52"E 30.00'
N32°24'15"W 30.00'

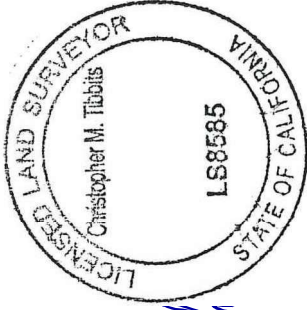
P.O.B.
557°42'52"W 27.92'
N32°16'31"W 10.50'
557°42'52"W 61.75'
40.50'
532°24'15"E

EASEMENT AREA
2,981 SF
0.07 ACRES

N57°42'52"E 89.58'

LANDS OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT 003-242-001

FIRST STREET



lmt

26

LANDS OF FOXBOW DEVELOPMENT, LLC et al APN 003-241-003

LANDS OF FOXBOW DEVELOPMENT, LLC et al APN 003-241-006

LANDS OF THOMAS WRAY FINCH 2014 TRUST APN 003-241-004

WATER STREET

N32°16'31"W 30.00'

LANDS OF 933 WATER LLC 003-242-008

EXHIBIT B

RSA+
1515 FOURTH STREET
NAPA, CALIF. 94559
OFFICE | 707.252.3301
+ www.RSACivil.com +

RSA+ | CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

APRIL, 2026

5650_ACCESS-WATER-ST_EX-B | OF 1

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION

EXHIBIT F

District Quitclaim Deed

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

Portion of APN: 003-235-007

Space Above This Line for Recorder's Use

QUITCLAIM DEED

The **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California**, ("Grantor") does hereby remise, release, and forever quitclaims to

FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC AND TIMOTHY L. HERMAN SURVIVORS TRUST all right, title, and interest in the following described real property in the City of Napa, County of Napa, State of California:

As legally described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **Civil Code 1189(a)**

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF NAPA } *SS.*

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description



EXHIBIT "A"

Robert T. Serrao

LEGAL DESCRIPTION

PORTION OF LAWRENCE STREET TO BE QUITCLAIMED
ADJACENT TO JENSEN
PORTION OF APN 3-235-007

The land referred to herein is situated in the State of California, County of Napa, City of Napa, and is described as follows:

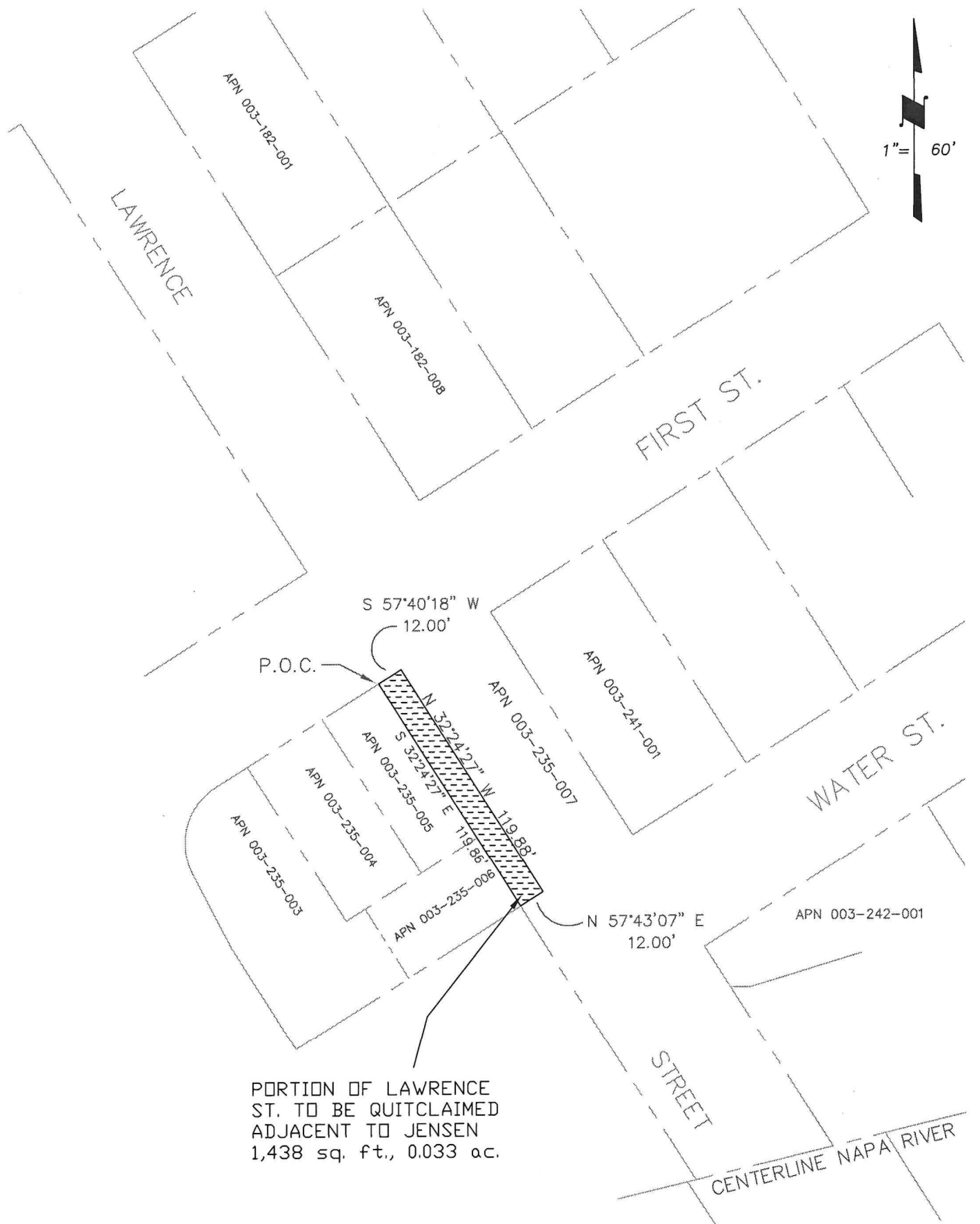
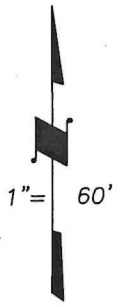
Commencing at the intersection of the southeastern line of First Street with the southwestern line of Lawrence Street, said point being the most northern corner of Block 3 as shown on the map titled "Plan of Cornwell's Addition to Napa City", recorded March 11, 1892 in Book B of Deeds at Page 143 in the Office of the County Recorder of said Napa County; thence along said southwestern line of Lawrence Street South 32°24'27" East 119.86 feet to the northwestern line of Water Street; thence along said northwestern line of Water Street North 57°43'07" East 12.00 feet; thence leaving said northwestern line of Water Street North 32°24'27" West 119.88 feet to said southeastern line of First Street; thence along said southeastern line of First Street South 57°40'18" West 12.00 feet to the point of commencement.

Containing 0.033 acres of land

Bearings used in the above descriptions are based on the California Coordinate System of 1983, Zone II. All distance are ground distances.

EXHIBIT B

Plat Map



PORTION OF LAWRENCE ST. TO BE QUITCLAIMED ADJACENT TO JENSEN 1,438 sq. ft., 0.033 ac.

N.C.F.C.W.G.D.

PORTION OF LAWRENCE ST. TO BE QC ADJ. TO JENSEN PORTION OF 003-235-007

03/13/08

EXHIBIT G

Grant Deed

RECORDING REQUESTED BY:

Napa County Flood Control and Water Conservation District

WHEN RECORDED MAIL TO:

Napa County Flood Control and Water Conservation District
804 First Street
Napa, CA 94559

The undersigned grantee hereby declares this instrument to be exempt from Recording Fees (Govt. Code §§ 6103 and 27383) and Documentary Transfer Tax (Revenue and Taxation Code §11922). **Government Agency Acquiring Title**

PORTIONS OF APN: 003-241-005

Space Above This Line for Recorder's Use

GRANT DEED

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California ("Grantor"), hereby GRANT(S) to **FOXBOW DEVELOPMENT, LLC, FOXBOW 1, LLC, and TIMOTHY L. HERMAN SURVIVORS TRUST** ("Grantee"), the following described real property in the City of Napa, County of Napa, State of California:

As legally described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed as of the date set forth below.

GRANTOR:

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a special district of the State of California

By: _____
RICHARD M. THOMASSER,
District Manager

Date: _____

APPROVED AS TO FORM
Office of District Counsel
By: *Shana A. Bagley*
Date: 04/08/2026
[Doc No 13114364]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Civil Code 1189(a)

A notary public or other officer completing this certificate verifies only the identity of the Individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF NAPA

On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Place Notary Seal Above

EXHIBIT A

Legal Description

5650
5650_2'Deed-EX-A
03-09-2026

Exhibit A
2-foot Parcel Description

A portion of the Lands of Napa County Flood Control and Water Conservation District a special district of the State of California, as described in the Individual Grant Deed recorded June 3, 2004 as Series Number 2004-0023307, Napa County Records, State of California, described as follows:

BEGINNING at the point that bear South 57° 42' 52" West 179.95 feet from the southeast corner of Lot 6, Block 2, as shown on that certain map entitled "Plan of Cornwell's Addition to Napa City" recorded March 11, 1892 in Book B of Deeds at Page 143, Napa County Records, State of California; said point being on the northwest line of Water Street; thence continuing along said northwest line of Water South 57° 42' 52" West 2.00 feet; thence leaving said northwest line of Water Street North 32° 16' 31" West 90.08 feet; thence North 57° 41' 45" East 2.00 feet; thence South 32° 16' 31" East 90.08 feet to said northwest line of Water Street to the POINT OF BEGINNING.

End description

Basis of Bearing being the bearing of North 27° 28' 15" West between the found monuments along the centerline of Soscol Avenue as shown on 53 Record of Survey 67/68.

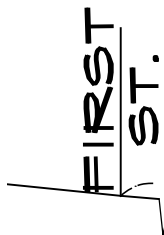


EXHIBIT B

Plat Map

BASIS OF BEARINGS

THE BEARING OF NORTH 27°28'15" WEST BETWEEN THE FOUND MONUMENTS ALONG THE CENTERLINE OF SOSCOL AVENUE AS SHOWN ON 53 RS 67168.

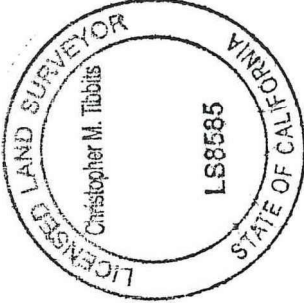


N27°28'15" W 180.53'
 SOSCOL AVENUE
 N32°24'15" W

FIRST STREET

N57°41'45" E
 2.00'

AREA TO BE ABANDON
 180 SF
 0.0 ACRES



LANDS OF
 NAPA COUNTY FLOOD
 CONTROL AND WATER
 CONSERVATION
 DISTRICT
 APN 003-241-005

LANDS OF
 FOXBOW DEVELOPMENT,
 LLC et al
 APN 003-241-006

LANDS OF
 FOXBOW DEVELOPMENT,
 LLC et al
 APN 003-241-003

LANDS OF
 THOMAS WRAY
 FINCH 2014 TRUST
 APN 003-241-004

P.O.B.

2.00'

S57°42'52" W 179.95'

N57°42'52" E

WATER STREET

LANDS OF
 NAPA COUNTY FLOOD
 CONTROL AND WATER
 CONSERVATION DISTRICT
 003-242-001

LANDS OF
 933 WATER LLC
 003-242-008

EXHIBIT B



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 NAPA, CALIF. 94459
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FEB, 2026

5650_LLA-EX-B | OF 1

THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS ON THIS EXHIBIT SHALL NOT AFFECT THE DEED DESCRIPTION



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-916

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Jeremy Sarrow - Watershed and Flood Control Operations Manager
SUBJECT: Approve and authorize Amendment No. 1 to Agreement No. 210380B (FC) High Sierra Electronics, Inc.

RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 210380B (FC) High Sierra Electronics, Inc. to increase compensation from \$60,000 to \$80,000 per fiscal year and with a provision for automatic annual renewal for four (4) years, for maintenance services associated with the ALERT stream and precipitation monitoring network. (Fiscal Impact: \$80,000 Expense, Flood District, Budgeted; Discretionary)

BACKGROUND

On March 6, 2021, the Chairperson of the Board signed an agreement with High Sierra Electronics, Inc. for an annual maximum of \$60,000 to provide maintenance services in support of the ALERT stream and precipitation monitoring network.

Amendment No. 1 to Agreement No. 210380B (FC) with increases the maximum compensation of the District's contract by \$20,000 for a new total of \$80,000 and extends the term through June 30, 2026 with provision for an automatic annual renewal for four (4) years.

Routine and preventative maintenance of the ALERT monitoring network including inspection, repair of the 25 individual sites is necessary in order for continued monitoring of streamflow and precipitation during the winter flood season and to ensure public safety. High Sierra has effectively maintained the monitoring system with District staff support. Without additional capacity and extension of the terms of the Agreements, the ALERT system could be prone to failure.

Requested Action:

1. Approve and authorize Amendment No. 1 to Agreement No. 2210380B (FC) with High Sierra Electronics.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8000500
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Necessary to maintain ALERT stream and precipitation monitoring network
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	ALERT stream and precipitation monitoring network would not be maintained

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by California Code of Regulations, title 14, section 15378, (State CEQA Guidelines) and therefore CEQA is not applicable.

**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
AMENDMENT NO. 1 TO AGREEMENT NO. 210306 (FC)**

PROFESSIONAL SERVICES AGREEMENT

This AMENDMENT NO. 1 (“Amendment No. 1”) TO NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 210380B (FC) ("Agreement") is made and entered into effective as of _____, _____, by and between the Napa County Flood Control and Water Conservation District, a special district of the State of California ("DISTRICT"), and HIGH SIERRA ELECTRONICS, INC., a California corporation, whose mailing address is 155 Spring Hill Drive, Suite 106, Grass Valley, CA, 95945 (CONTRACTOR). DISTRICT and CONTRACTOR may be referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, DISTRICT and CONTRACTOR entered into the Agreement as of March 6, 2021; and

WHEREAS, the Agreement provides for CONTRACTOR to assist DISTRICT with the maintenance and repair of DISTRICTS precipitation and stream gauge monitoring network and additional related services; and

WHEREAS, DISTRICT wishes to continue to receive these services from CONTRACTOR and CONTRACTOR is willing to continue to provide such services related to DISTRICTS monitoring network; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to extend the term of the Agreement to June 30, 2026, with optional renewal; and

WHEREAS, DISTRICT and CONTRACTOR now desire to increase the maximum amount of compensation from \$60,000 to \$80,000 per fiscal year.

TERMS

NOW, THEREFORE, DISTRICT and CONTRACTOR hereby agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement is hereby amended in full to read as follows:

Term of the Agreement. The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2026, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination), or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early

termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to DISTRICT shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed four (4) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 3, subdivision (c), of the Agreement as to compensation is hereby amended in full to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) or (b), the maximum payments under this Agreement shall not exceed EIGHTY THOUSAND DOLLARS (\$80,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

3. Except as provided in paragraphs 1 and 2, above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

4. This Amendment No. 1 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all Parties had executed the same page.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, this Amendment No. 1 is executed by DISTRICT and by CONTRACTOR through its duly authorized officers.

HIGH SIERRA ELECTRONICS, INC.

By 
JAMES LOGAN, Water Section Leader , CEO

“CONTRACTOR”

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California

By _____
SCOTT SEDGLEY, Chairperson of the Board of Directors

"DISTRICT"

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: <u>March 19, 2026</u> [Doc No 13114674]</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____ Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: Neha Hoskins Secretary of the District Board</p> <p>By: _____</p>
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Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-951

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Approve payment with California Conservation Corps

RECOMMENDATION

Approve and authorize payment to California Conservation Corps (CCC) for an outstanding invoice from fiscal year 2024-2025. (Fiscal Impact: \$31,680 Expense, Watershed Fund, Not Budgeted, Discretionary)

BACKGROUND

CCC provides rehabilitation and flood prevention for the watershed of Napa County. They have been providing services to the District for several years. District staff reached out to CCC regarding any unpaid or outstanding invoices for services from July 1, 2024 through June 30, 2025, in July 2025, CCC confirmed that there were no outstanding invoices for fiscal year 2024-25. In January 2026, CCC was audited and it was found that several invoices were never sent to vendors, the Flood District being one. The attached invoice is dated January 22, 2026, six months after the close of fiscal year 2024-25. Although this expense was not budgeted in fiscal year 2025-26 the Watershed subdivision will be able to absorb the expense using its Services & Supplies appropriation. Staff have requested that CCC send all invoices to District administration staff in a timely manner.

Requested Actions:

1. Approve and authorize payment to CCC for outstanding invoice from fiscal year 2024-2025

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Watershed Projects budget (Fund 8000, Subdivision 8000500) has sufficient budget to cover the expense this fiscal year
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The District should pay for services rendered to continue a positive relationship.

Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	If not approved for payment, the vendor could send this account to collections, which increases the fiscal impact, due to collection fees and interest rates.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.



State of California
The Resources Agency of California
California Conservation Corps

COUNTY OF NAPA
 ATTN: LEIF BRYANT
 804 FIRST STREET
 NAPA CA 94559

Invoice No: **INNU-015299**

Date: **01/22/2026**

Revision:

Revision Date:

Invoice per CCC Agreement #: 23-1705-338R

Fiscal Year: 2024-2025

P.O.Number:

Invoice Period: 09/16/2024 THRU 03/12/2025

Current Invoice Detail: \$31,680.00

CM Regular Time \$31,680.00

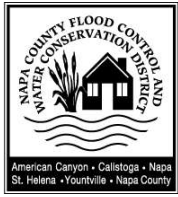
INV INNU-015299 Retention **\$0.00**

TOTAL AMOUNT DUE BY: 02/26/2026 \$31,680.00

1705 - Solano Resource Center Projects				
Project #	Project Title	Billing Period	CM Hours	Amount
R-21-1705-8820	Napa County Flood Control Misc. Projects	09/16/24 Thru 03/12/25	1320	\$31,680.00
			1320	\$31,680.00

Questions concerning this invoice, please contact Accounts Receivable at (916) 404-9346

IMPORTANT: Reference invoice number on check . Make check payable to: **CALIFORNIA CONSERVATION CORPS
 ACCOUNTING OFFICE
 1719 24TH STREET
 SACRAMENTO, CA 95816**



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-955

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Approval of Agreement with State Water Resources Control Board

RECOMMENDATION

Adopt a Resolution authorizing the District Manager to sign a 3-year funding agreement for a maximum contract amount of \$198,880 with State Water Resources Control Board and execute any subsequent amendments to support the design, permitting, and implementation of the Napa River/Napa Creek Flood Protection Project. (Fiscal Impact: \$198,880 Expense; Flood Projects Fund; Budgeted; Discretionary.)

BACKGROUND

The State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board (collectively, the Water Boards) are willing to provide a dedicated retired annuitant with expertise in fluvial geomorphology, stream restoration, flood management, and creek and wetland fill permitting to advise on applications or requests for permits, certifications, waivers, or other actions, needs, and services. The services will support the design and permitting of the Napa River Flood Protection Project (Flood Project) help expedite design review and approvals by the Water Boards.

Requested Actions:

1. Adopt a Resolution authorizing the District Manager to sign an agreement with State Water Resources Control Board.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Flood Projects Fund 800, Subdivision 8001000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The unique knowledge and expertise of the funded position will benefit permitting for the Flood Project, particularly the floodwalls north of the Oxbow Bypass and the Hatt to Imola Floodwalls

Is the general fund affected?	No
Future fiscal impact:	This agreement extends through March 2029
Consequences if not approved:	NCFWCD will not have the benefit of the funded position for specific permitting needs

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and, therefore, CEQA is not applicable.

RESOLUTION NO. 26- (FC)

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE NAPA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
APPROVING ENTERING INTO AN AGREEMENT WITH THE STATE WATER
RESOURCES CONTROL BOARD AND AUTHORIZING AND DESIGNATING THE
DISTRICT MANAGER TO EXECUTE THE AGREEMENT FOR THE NAPA
RIVER/NAPA CREEK FLOOD PROTECTION PROJECT**

WHEREAS, the State Water Resources Control Board and the San Francisco Bay Regional Water Quality Control Board (collectively, the Water Boards) are willing to provide a dedicated retired annuitant (Retired Annuitant) with expertise in fluvial geomorphology, stream restoration, flood management, and creek and wetland fill permitting to advise on applications or requests for permits, certifications, waivers, or other actions, needs, and services; and

WHEREAS, Napa County Flood Control and Water Conservation District (District) wishes to obtain the services to support the design and permitting of the Napa River Flood Protection Project and will provide the general order or priority for the work to be completed under an Agreement (Agreement) and will provide written notification to the Retired Annuitant of any changes in priorities; and

WHEREAS, the Retired Annuitant shall perform the work in the order or priority the San Francisco Bay Regional Water Quality Control Board deems appropriate consistent with the projects or applications that District prioritizes; and

NOW, THEREFORE, be it resolved that the Napa County Flood Control and Water Conservation District Board:

1. Approves entering into the Agreement between the District and the Water Boards; and
2. The District is authorized to advance funds to the Water Boards to fund the services to be provided; and
3. Certifies that the District, in performing the Project, will comply with all federal, state, and local environmental, public health, and other appropriate laws and regulations applicable to the project and will obtain or will ensure that the other project partners obtain all appropriate permits applicable to the Project; and
4. Commits the District to the terms and conditions specified in the Agreement; and
5. Authorizes the District Manager, or their equivalent, of the Napa County Flood Control and Water Conservation District, to act as a representative of District, to negotiate, execute, submit, and sign all documents including but not limited to applications, agreements, amendments, payment requests, and other documents which may be necessary for the completion of the proposed project.

THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Supervisors of The Napa County Flood Control and Water Conservation District at a regular

meeting thereof on April 21, 2026, by the following vote, the number following each Director's name indicating the number of votes cast by that Director:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSTAIN: DIRECTORS _____

ABSENT: DIRECTORS _____

NAPA COUNTY FLOOD CONTROL AND
 WATER CONSERVATION DISTRICT, a special
 district of the State of California

By: _____
 SCOTT SEDGLEY, Chairperson of the
 Board of Directors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy County Counsel</p> <p>Date: April 8, 2026</p> <p>[Doc No 13114364]</p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-904-120	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

State Water Resources Control Board

CONTRACTOR NAME

Napa County Flood Control and Water Conservation District

2. The term of this Agreement is:

START DATE

Upon DGS Approval

THROUGH END DATE

March 31, 2029

3. The maximum amount of this Agreement is:

\$198,880.00

One Hundred Ninety Eight Thousand Eight Hundred Eighty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit B, Attachment I	Budget	1
+ - Exhibit C	General Terms and Conditions for Interagency Agreements GIA - 11/2022	1
+ - Exhibit D	Special Terms and Conditions	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Napa County Flood Control and Water Conservation District

CONTRACTOR BUSINESS ADDRESS

804 First Street

CITY

Napa

STATE

CA

ZIP

94559

PRINTED NAME OF PERSON SIGNING

Richard Thomasser

TITLE

District Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO FORM

Napa County Counsel

By: 

Date: 04/13/2020

Doc Title: Analyst Contract

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-904-120	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

State Water Resources Control Board

CONTRACTING AGENCY ADDRESS

1001 I Street, 18th Floor

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
 SCOPE OF WORK**

1. SERVICES OVERVIEW

- A. The State Water Resources Control Board (Water Boards) and the San Francisco Bay Regional Water Quality Control Board (Regional Water Board) collectively referred to as the Water Boards agree to provide to the Napa County Flood Control and Water Conservation District (Napa Flood) with services as described herein:

The Water Boards shall provide a dedicated retired annuitant with expertise in fluvial geomorphology, stream restoration, flood management, and creek and wetland fill permitting to advise on applications or requests for permits, certifications, waivers, or other actions, needs, and services for Napa Flood to support expeditious processing of Napa Flood’s applications and requests. In exchange, Napa Flood agrees to reimburse the Water Boards funds for this dedicated staff position.

- B. The services shall be performed at the Water Boards office, located at 1515 Clay Street, Suite 1400, Oakland, CA 94612, and within the geographic areas of the San Francisco Bay Regional Water Quality Control Board.
- C. The services shall be provided during normal business hours, Monday through Friday, 8:00 am-5:00 pm, excluding weekends and State holidays.
- D. Subcontracting is not permitted under this Contract.
- E. The Administrative Contract Representatives during the term of this Contract will be:

Napa County Flood Control and Water Conservation District	San Francisco Bay Regional Water Quality Control Board
Name: Sarah Geiss, Supervising Staff Services Analyst	Attention: Kimberly Yee, Contract Manager
Address: 804 First Street Napa, CA 94559	Address: 1515 Clay Street, Suite 1400 Oakland, CA 94612
Phone: 707-259-8719	Phone: 510-622-2495
Email: sarah.geiss@countyofnapa.org	Email: kimberly.yee@waterboards.ca.gov

The Technical Project Managers during the term of this Contract will be:

Napa County Flood Control and Water Conservation District	San Francisco Bay Regional Water Quality Control Board
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**EXHIBIT A
 SCOPE OF WORK**

Name: Richard Thomasser, District Manager	Name: Xavier Fernandez, Environmental Program Manager (I) Supervisory
Phone: 707-259-8657	Phone: 510-622-5685
Email: richard.thomasser@countyofnapa.org	Email: xavier.fernandez@waterboards.ca.gov

The parties may change their Administrative Contract Representative and Technical Project Manager upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Contract.

F. Term/Period of Performance

The period of performance for this Contract shall be as identified on the Agreement (STD 213). “Start Date” identifies when services may begin and “Through End Date” identifies when services must be completed. The Water Boards shall not be authorized to deliver or commence the performance of services as described in this Scope of Work until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of this Contract or after the term of this Contract has passed shall be considered voluntary on the part of the Water Boards and non-compensable.

2. WORK TO BE PERFORMED

A. Background and Goals

Napa Flood is the local sponsor for the award-winning Napa River Flood Management Plan and administers water supply contracts and watershed management and stormwater management programs throughout Napa County. Napa Flood’s mission is the conservation and management of flood and storm waters to protect life and property; the maintenance of the County watershed using the highest level of environmentally sound practices; and the provision of coordinated planning for water supply needs for the community.

The Regional Water Board has the primary responsibility to protect the quality of the surface and groundwater within the San Francisco Bay Region for beneficial uses. The Regional Water Board has limited resources and cannot support Napa Flood’s desired timing for review of Napa Flood actions requiring review or approval within the regulatory authority of the Regional Water Board, including the next phases of the Napa River Flood Management Plan. The purpose of this

EXHIBIT A SCOPE OF WORK

Contract is to provide the Regional Water Board with financial assistance to enable it to have a staff person dedicated to expediting service requests from Napa Flood, particularly with respect to the Napa River Flood Management Plan. Both Napa Flood and the Regional Water Board agree that this Contract is not intended to, nor will it limit, influence, or otherwise control the Regional Water Board's discretion in fulfilling its statutory duties.

B. Tasks and Deliverables

The Water Boards shall be responsible for the performance of tasks and for the preparation of products as specified in this Exhibit.

Task 1 – Contract Management and Administration

The Water Boards shall provide all technical and administrative services as needed for contract completion, including monitoring, supervising, and reviewing all work performed. In addition, the Water Boards shall coordinate budgeting and scheduling to assure that the Contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations throughout the term of the Contract. The Water Boards shall ensure that all Contract requirements are met through regular communication with Napa Flood.

Task 2 – Scope of Services

The Water Boards shall provide a dedicated retired annuitant (hereafter referred to as "Retired Annuitant") to advise on Napa Flood matters and to support expeditious processing of Napa Flood's Regional Water Board service requests, including, but not limited to, the following:

1. General activities pertaining to the permitting of Napa Flood (or Napa Flood-sponsored) projects. Review and provide consultation on applications for new or revised National Pollutant Discharge Elimination System (NPDES) Permits, Waste Discharge Requirements (WDR), Water Quality Certifications (WQC) (401 certifications), Notices of Intent (NOIs) under general permits for discharges of waste to Waters of the state, waivers of any permit, certification or action, or other submittals made by Napa Flood under this Contract.
2. Review and provide consultation during preparation of Napa Flood WDRs, NPDES Permits, WQCs, Notices of Applicability (NOAs), and related Regional Board meeting agenda material.

**EXHIBIT A
SCOPE OF WORK**

3. Review and provide consultation on Napa Flood plans, or other documents that are requirements of or submitted in support of WDRs, NPDES Permits, WQCs, or NOAs.
4. Meetings with Napa Flood's staff and other stakeholders to review, discuss, or plan Napa Flood projects, maintenance, mitigation requirements, environmental documents or other activities that may involve the Regional Water Board or results from any permit, certification, or action of the Regional Water Board.
5. Field trips to review proposed Napa Flood (or Napa Flood-sponsored) projects or work or to review and/or assess projects or work in progress related to Regional Water Board jurisdiction.
6. Participation in public hearings and other public meetings related to the above-listed activities.

The Retired Annuitant shall maintain open and regular communication with Napa Flood. In the event that the Retired Annuitant does not have enough Napa Flood work to keep them busy or occupied with only Napa Flood work for an average of eight (8) hours per week, the Water Boards shall promptly notify Napa Flood of this fact to reduce Napa Flood's payment obligation to be proportionate to the amount of time that the Retired Annuitant spends working solely on Napa Flood projects.

Napa Flood shall provide an indication of the general order or priority for the work to be completed under this Contract and will provide written notification to the Retired Annuitant of any changes in priorities. The Retired Annuitant shall perform the work in the order or priority the Regional Water Board deems appropriate consistent with the projects or applications that Napa Flood prioritizes.

The Retired Annuitant shall review and provide written comments for documents submitted by Napa Flood within thirty (30) calendar days, excluding permit applications or other documents that have previously established, legally binding review time frames. In the event that a review of documents cannot be provided within the requested time, the Retired Annuitant shall send written notification to Napa Flood within five (5) working days of the Water Board's determination that a deadline cannot be met.

**EXHIBIT A
SCOPE OF WORK**

The Retired Annuitant shall participate in meetings during normal business hours, as requested by Napa Flood.

3. PROGRESS REPORTS

- A. No later than six months after the start of this Contract and bi-annually thereafter, during the life of this Contract, the Water Boards shall provide a written progress report to the Napa Flood Technical Project Manager describing the activities undertaken and any problems encountered in the performance of the work under this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. ADVANCE PAYMENT

- A. The Napa County Flood Control and Water Conservation District (Napa Flood) agrees to the advancing of funds to pay the State Water Resources Control Board (Water Boards) for this Agreement pursuant to Water Code section 13249, hereinafter referred to as the CAA Water Code 13249 Funds. The advance funds will be accepted as a contribution to compensate the Water Boards for actual expenditures incurred in the performance of this Agreement in accordance with the rates specified in this Exhibit B and Exhibit B, Attachment I.
- B. Napa Flood shall submit advance payments of funds in accordance with the payment schedule outlined in Exhibit B, Attachment I. Each advance payment shall:
- (1) Clearly reference CAA Water Code 13249 Funds and the number of this Agreement.
 - (2) Be submitted to:

State Water Resources Control Board
DAS-Accounting
Attn: CAA Water Code 13249 Funds
PO Box 1888
Sacramento, CA 95812-1888

2. INVOICING

- A. The Water Boards shall be compensated for staff salaries, benefits, and indirect costs incurred in the performance of this Agreement in accordance with the rates specified in this Exhibit B and Exhibit B, Attachment I. Compensation shall be drawn from the advance payments provided by Napa Flood under this Agreement.
- B. The Water Boards shall submit fully completed invoices to Napa Flood to document actual expenditures and to offset the expenditures against the advance payments, as specified in Section 2.D. of this Exhibit B. Expenditures shall be equal to the actual compensation paid by the Water Boards to its employees, including salaries, benefits, and indirect costs. The Water Boards shall include in the fully completed invoice its name and address, the number of this Agreement, the date of the submission, the amount of the invoice, and the reporting period during which the work was done. The invoice shall also indicate expenditures incurred during the reporting period, cumulative expenditures to

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

date, cumulative advance payments received to date, and the amount offset against the advance payments to date. Compensation for each invoice shall be offset against the advance payment balance, with the available balance reduced accordingly as shown in the invoice.

- C. The Water Boards shall submit invoices no more frequently than monthly in arrears to:

Megan Bonetti, Accounting Assistant
Megan.bonetti@countyofnapa.org

- D. An authorized representative of the Water Boards shall sign the invoice. Each invoice shall be considered fully complete when accompanied by:

- (1) From the Water Boards' Accounting Branch staff:

- a) Labor data and financial reports from Fi\$Cal for direct expenditures and costs that the Water Boards has incurred.

- (2) From the San Francisco Bay Regional Water Board staff:

- a) A copy of the timesheet for the period of time requesting compensation.

- E. The Water Boards' failure to fully execute and submit an invoice, including attachment of supporting documents, will relieve Napa Flood of its obligation to compensate the Water Boards through its advance payments for the reporting period in which the Water Boards fail to submit an invoice unless and until the Water Boards correct all deficiencies. Napa Flood shall approve invoices within fifteen (15) business days of receipt. If information and/or supplemental documentation is missing, Napa Flood shall contact the Water Boards to resolve the issue. If the issue is not resolved within five (5) business days, the invoice is disputed and returned to the Water Boards to resubmit.

3. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice, including attachment of supporting documents, shall be submitted to Napa Flood for compensation no more than ninety (90) calendar days following the expiration or termination of this Agreement. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of Napa Flood under this Agreement have ceased and that no further payments are due or outstanding.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

4. REFUND OF BALANCE OF ADVANCE PAYMENTS

- A. Prior to the issuance of any refund under this Agreement, Napa Flood shall submit a completed Form W-9, Request for Taxpayer Identification Number and Certification:

State Water Resources Control Board
DAS-Accounting
Attn: CAA Water Code 13249 Funds
PO Box 1888
Sacramento, CA 95812-1888

The address listed on Form W-9 must match the refund address in Section 4.C. of this Exhibit B. No refund shall be issued until the Water Board has received a complete and matching STD. 204 form from Napa Flood.

- B. Within ninety (90) calendar days following the submission of the final undisputed invoice or the receipt of a completed and matching Form W-9, whichever is later, the Water Boards shall return to Napa Flood any unused balance of the advance payments made under this Agreement.

- C. The Water Boards shall send the refund to:

Napa County Flood Control and Water Conservation District
Attention: Megan Bonetti, Accounting Assistant
804 First Street
Napa, CA 94559

5. BUDGET CONTINGENCY CLAUSE

- A. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Water Boards shall have the option to either cancel this Agreement with no liability occurring to the Water Boards or offer an Agreement Amendment to Napa Flood to reflect the reduced amount.

6. BUDGET FLEXIBILITY CLAUSE

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to a cumulative maximum of \$25,000 or 10% of the annual Agreement total, whichever is less, may be made over the life of the Agreement. There must be a substantial business justification for any shifts made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

- B. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.
- C. Line item shifts may be proposed / requested by either the Water Boards or Napa Flood in writing, and must not increase or decrease the total Agreement amount allocated. Any line item shifts must be approved by the Executive Officer of the San Francisco Bay Regional Water Quality Control Board or their designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in the Agreement folder.
- D. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. EARLY TERMINATION

- A. At any time and for any reason, either party may terminate this Agreement by the following process:
 - (1) The party seeking early termination shall give the other party written notice of intent to terminate early (“notice”).
 - (2) The effective date of early termination will be either the early termination date set forth in the notice or thirty days after receipt of the notice, whichever is later.
 - (3) The date of receipt of the notice will be deemed to be: a) the date of personal delivery of the notice, or b) two days after the date of deposit of the notice, by prepaid registered or certified mail, with the U.S. mail, or c) one day after the date of deposit of the notice with an overnight courier service.
- B. The Water Boards shall be compensated consistent with the “INVOICING” section above for costs incurred in the performance of this Agreement up to the effective date of early termination. Napa Flood will have no responsibility for Water Board costs incurred after the effective date of early termination.
- C. The parties expressly agree to waive, release, and relinquish the recovery of any consequential damages that may arise out of early termination of this Agreement.

**EXHIBIT B, ATTACHMENT I
 BUDGET**

**Retired Annuitant
 Senior Water Resource Control Engineer (Specialist)**

Budget Breakdown*

Fiscal Year	Hours	Hourly Rate (\$/Hour)	Cost (\$)
25/26	120	146.00	17,520.00
26/27	416	154.00	64,064.00
27/28	416	161.00	66,976.00
28/29	296	170.00	50,320.00
Contract Total			198,880.00

Advance Payment Schedule

Fiscal Year	Payment Due Date	Payment Amount (\$)
25/26	Upon Contract Execution	17,520.00
26/27	July 31, 2026	64,064.00
27/28	July 31, 2027	66,976.00
28/29	July 31, 2028	50,320.00
Advance Payment Total		198,880.00

* Budget includes estimated hours and labor rates. Estimated hourly rates are calculated based off estimated rates for salary and an estimated indirect cost rate of 77.29%. The hourly rates do not include benefits costs. Invoices submitted for this Contract will include actual hours and rates, which may vary. In no event shall the total amount invoiced in this Contract exceed the total contract amount specified in this Exhibit B, Attachment I.

EXHIBIT C
GENERAL TERMS AND CONDITIONS FOR INTERAGENCY AGREEMENTS
GIA - 11/2022

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 9210 and 9211.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **DISPUTE RESOLUTION PROCESS:** Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the Contract Manager, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contract Manager shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the State Water Resources Control Board Executive Director. The decision of the Executive Director, or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Contract Manager unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment and the amount of any compensation or reimbursement which should be paid to the Contractor shall be subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

2. **ACCESSIBLE CONTENT REQUIREMENTS:**

The Contractor shall ensure that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted to the State Water Board or uploaded directly to any State internet website or database in the performance of this Agreement comply with the accessible content requirements set forth in Government Code sections 7405 and 11135; section 508 of the federal Rehabilitation Act (29 USC 794d) and the regulations promulgated thereunder (36 CFR part 1194); and the most current Web Content Accessibility Guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

If the Contractor provides any electronic or information technology, or related services, under this Agreement, the Contractor shall respond to and resolve any

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

complaint brought to the attention of the Contractor regarding the accessibility of its products or services.

3. PERMITS, WAIVER, REMEDIES AND DEBARMENT: The Contractor shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the Water Boards provided for in this Agreement are in addition to any other rights and remedies provided by law.

Contractor shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Contractor shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

In addition, the Contractor shall not subcontract with any party who is debarred, suspended, or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized. The Contractor shall not subcontract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this contract is authorized.

The State Water Board's List of Disqualified Businesses and Persons is located at: http://www.waterboards.ca.gov/water_issues/programs/ustcf/dbp.shtml

4. HEALTH AND SAFETY: Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.
5. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

The Contractor represents that the Contractor is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Contractor is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Contractor is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Contractors with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Contractors with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to

- A. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;
 - B. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
 - C. Direct support to the government and people of Ukraine.
6. CANCELLATION / TERMINATION WITHOUT CAUSE: In addition to the "Termination for Cause" provisions in Section 7 of Exhibit C of this Agreement, the Water Boards may terminate this Agreement without cause if doing so is in the best interest of the State, by giving thirty (30) days written notice to the Contractor. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. Upon receipt of a notice of termination or cancellation from the Water Boards, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Contract costs.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

Termination Process (for both Terminations for Cause and Terminations without Cause):

Any termination shall be effected by written notice to the Contractor, either hand-delivered to the Contractor or sent certified mail, return receipt requested. The notice of termination shall specify the effective date of termination.

Upon receipt of notice of termination, and except as otherwise directed in the notice, the Contractor shall:

- A. Stop work on the date specified in the notice;
- B. Place no further orders or enter into any further Subcontracts for materials, services or facilities except as necessary to complete work under the Agreement up to effective date of termination;
- C. Terminate all orders and Subcontracts;
- D. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and Subcontracts;
- E. Deliver or make available to the Water Boards all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor under this Agreement, whether completed, partially completed, or in progress.

In the event of termination, final payment may include reasonable compensation for satisfactory services rendered, materials supplied, and expenses incurred, if any, pursuant to this Agreement prior to the effective date of termination.

7. **COMPUTER SOFTWARE:** Contractor certifies that it has appropriate systems and controls in place to ensure that Water Boards funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the Water Boards and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibility and obligations hereunder. The Contractor agrees to be as fully responsible to the Water Boards for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the Water Boards' obligation to make payments to the Contractor. As a result, the Water

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

Boards shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor. Should Water Boards determine that the work performed by a Subcontractor is substantially unsatisfactory and is not in substantial accordance with the Contract terms and conditions, or that the Subcontractor is substantially delaying or disrupting the process of work, Water Boards may request substitution of the Subcontractor.

9. FORCE MAJEURE: Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-370

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Resolution of Intent to Levy Assessments - Project 96-1

RECOMMENDATION

PUBLIC HEARING - Intention To Levy And Collect Assessments For Joint Zone Project 96-1 (Maintenance And Watershed Management)

Conduct a public hearing to accept the Engineer's Report for Fiscal Year 2026-2027 and adopt a Resolution of Intention to Levy and Collect Assessments for Fiscal Year 2026-2027 for Joint Zone Project 96-1 (Maintenance and Watershed Management) and authorizing the notice of protest hearing. (No Fiscal Impact)

BACKGROUND

On August 30, 1996, the District Board adopted a Resolution which levied assessments for the three zones created within the District to fund various aspects of a maintenance and watershed management program for the District. The intention of the assessment process was to establish a mechanism to provide continued annual funding for certain categories of ongoing projects benefiting landowners within the District. The three zones of benefit for Project 96-1 are:

1. The Napa River Watershed outside the City of Napa
2. The City of Napa
3. District Wide, which includes the entirety of Napa County, excluding Lovall Valley and the City of American Canyon

The programs funded by assessment collected in each of the zones are described in the attached Engineer's Report for Fiscal Year 2026-2027. The work to be performed consists of clearing and maintaining District owned channels and easements within the Flood Control District; clearing and providing assistance to property owners with other problem areas within the Napa River and its tributaries; supporting the Corps of Engineers with dredging the Napa River; repairing and stabilizing the River and streambanks; installing and operating a Countywide early warning system for flooding; replacing and installing major storm drain trunk lines; participating in Federal and State flood protection grant programs; managing and monitoring groundwater;

overseeing adjudicated watersheds; maintaining the benefit assessment program; preparing special studies for flood protection and water management; developing standardized and integrated floodplain management regulations; and assisting the local community in complying with National Pollutant Discharge Elimination system (NPDES) requirements.

The District’s governing statute is a special legislation that sets forth the procedures the District must follow. In order to levy the assessments to continue funding the District’s programs, the Board must hold annual protest hearings to hear any protest against the assessment. Therefore, this public hearing begins the process by reviewing the assessments.

After the District Board accepts the Project Report and adopts this Resolution, another Notice of Public Hearing (together with a copy of this Resolution in its entirety) will be published in the newspaper, noticing the date, time, and place of the protest hearing. Additionally, a copy of the Notice and the Resolution has been delivered to the Chief Administrative/Executive Officers of each City and Town within the affected zones. The protest hearing will be held May 12, 2026, at 9:00 AM and is the final step in the process to approve the assessments.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The assessment process began in 1996 with the intent to establish a mechanism to provide continued annual funding for certain categories of ongoing projects benefiting property owners within the District. These actions are the prerequisites for the renewal of annual assessments needed to fund the Joint Zone Project 96-1.
Is the general fund affected?	No
Future fiscal impact:	The assessments fund the Watershed Program in Fiscal Year 2026-2027.
Consequences if not approved:	This assessment is the main revenue source for Subdivision 8000500 Watershed Management. If not approved, no funding will be available for the various maintenance and watershed management programs included in the Fiscal Year 2026-2027 budget.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This action is statutorily exempt from the California Environmental Quality Act (CEQA) under California Code of Regulations, title 14, section 15273 (Rates, Tolls, Fares, and Charges), in that the amounts to be levied and collected shall be used for purposes detailed in the District Engineer’s Report, which fall within section 15273, subs. (1), (2), and (4).

**NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT RESOLUTION NO. 2026-___ (FC)**

**RESOLUTION OF INTENTION TO LEVY ASSESSMENTS FOR FISCAL YEAR 2026-
2027 FOR JOINT ZONE PROJECT NO. 96-1 AND NOTICE OF PUBLIC HEARING
(MAINTENANCE AND WATERSHED MANAGEMENT) AND AUTHORIZING
NOTICE OF PROTEST HEARING**

The Board of Directors (“Board”) of the Napa County Flood Control and Water Conservation District (“District”), pursuant to the Napa County Flood Control and Water Conservation District Act (“Act”) hereby **FINDS, DETERMINES, AND RESOLVES** as follows:

Section 1. Recitals. The Board finds the following recitals to be true and correct:

a. By Board Resolution Nos. 96-69 and 96-70, and in accordance with the procedures provided by the Act and the Brown Act (Government Code sections 54950 et seq.), the Board created the zones for and approved Joint Zone Project No. 96-1: Maintenance and Watershed Management Programs (hereinafter referred to as “the Project”); gave notice of and held a public protest hearing; and at the conclusion of the protest hearing, having received protests less in number and valuation than required to trigger an election or require abandonment of the Project, levied assessments to fund the Project for the 1996-1997 Fiscal Year and approved an assessment methodology under which future assessments for the Project could be adjusted for inflation or deflation as well as for changes in use of individual assessed properties without such adjustments being considered an assessment increase.

b. On or before March 13, 2026, the District Engineer filed with the Secretary (“Clerk”) an updated Project Report (“Project Report for 2026-2027”) analyzing the status of the Project, applying the previously-approved assessment levy and adjustment methodology to each non-exempt assessable property within the Project zones, and recommending that the Project can be adequately funded for the 2026-2027 Fiscal Year without a change in assessment methodology or an increase in individual assessments beyond those adjustments permitted under the previously-approved assessment methodology.

c. Following notification by the Board in the manner required by the Act, including publication two times over a ten-day period, posting in three public places, and the sending of copies to each city within the affected Project zones, the Board held a public hearing on April 21, 2026, to consider approval of the Project Report for 2026-2027 and adoption of a Resolution of Intention to levy assessments for 2026-2027 in accordance with said Report.

Section 2. Acceptance of Report. Having reviewed and considered the Project Report for 2026-2027 and all evidence submitted in relation thereto at the public hearing thereon held on April 21, 2026, this Board hereby accepts the Project Report for 2026-2027 without modification.

Section 3. Declaration of Intention to Levy Assessments for Fiscal Year 2026-2027. Based upon the original Project Report on file with this Board, the Project Report for 2026-2027, and evidence submitted in relation thereto at the public hearing held on April 21, 2026, this

Board hereby declares its intention to levy assessments for Joint Zone Project 96-1 for the 2026-2027 Fiscal Year in the manner and amounts recommended by the Project Report for 2026-2027. As provided by the original Project Report, the Project Report for 2026-2027, and section 13 subd. (a)(4)(A) of the Act, no assessment shall be levied upon a federal, state, or local public agency. In adopting this Resolution of Intention, the Board further determines as follows:

a. The description of Project No. 96-1, the participating zones, and the assessment methodology shall continue to be as described in the original Project Report as modified by the Board when approving the Project in 1996 and levying the Project assessments for the 1996-1997 Fiscal Year.

b. Because the proposed assessments will be the same as approved for the 1996-1997 Fiscal Year, subject only to adjustments for inflation or change in use as provided by the methodology previously approved by the Board, the Board determines that the Brown Act does not require the Board to hold a separate public meeting on the assessments for the 2026-2027 Fiscal Year for Joint Zone Project No. 96-1 or to give individualized mailed notice of such proposed assessments and separate public meeting to all potential assessees, but only to give notice of and hold a public protest hearing in the manner prescribed by the Act for annual assessments proposed to be the same or less than in the previous Fiscal Year.

Section 4. Setting Date, Time, and Place of Public Hearing. The Board hereby fixes Tuesday, May 12, 2026, at the hour of 9:00 a.m., or as soon thereafter as the matter may be heard, in Room 305 of the Napa County Administration Building, 1195 Third Street, Napa, California as the time and place for conducting a public protest hearing on the proposed levy of assessments for Joint Zone Project 96-1 for the 2026-2027 Fiscal Year.

Section 5. Manner of Notification of Public Protest Hearing. The Clerk is hereby authorized and directed to give notice of the public protest hearing set by this Resolution of Intention for May 12, 2026, in the manner required by the Act and the Government Code, including publication of the notice at least once seven days prior to the hearing in a newspaper of general circulation published in the District and mailing or personal delivery of the notice to the chief administrative officer of each city within the affected zones on or before April 30, 2026. The notice shall include a copy of this Resolution of Intention and a description of protest rights.

Section 6. Resolution Effective Immediately. This Resolution shall take effect immediately upon its adoption.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION OF INTENTION WAS PASSED AND ADOPTED by the Board of Directors of the Napa County Flood Control and Water Conservation District at a regular meeting thereof on April 21, 2026, by the following vote, with the number following each voting Director indicating the number of votes cast by the Director:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSENT: DIRECTORS _____

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

SCOTT SEDGLEY
Chairperson of the Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy District Counsel</p> <p>Date: <u>March 4, 2026</u></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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MAINTENANCE AND WATERSHED PROGRAMS PROJECT NO. 96-1

Project Report for Fiscal Year 2026-2027



March 13, 2026

Prepared by:
*Napa County Flood Control and
Water Conservation District
Napa County, California*



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INTRODUCTION

Background:

In August 1996 the Napa County Flood Control and Water Conservation District (District) Board of Directors approved the Maintenance and Watershed Management Programs Project No. 96-1 Project Report that requires the District Board to annually approve a budget for the maintenance and management of the Napa River watershed. In order to finance the budget, the District must annually levy assessments on the properties that directly benefit from the maintenance and management programs. Along with the Project Report, the District Board approved three separate Amendments to the Report:

1. Amendment to Project Report for Maintenance and Watershed Management Programs – Project No. 96-1 to delete Lovall Valley area from Districtwide and Napa River Watershed benefit zones;
2. Amendment to Project Report for Maintenance and Watershed Management Programs – Project No. 96-1 to adjust the assessment on vacant rural lands; and
3. Amendment to Project Report for Maintenance and Watershed Management Programs – Project No. 96-1 to delete the City of American Canyon from Districtwide and Napa River Watershed benefit zones.

In order to levy assessments for Fiscal Year (FY) 2026-2027, District staff has prepared this annual Project Report as required by Section 13.5 of the Napa County Flood Control and Water Conservation District Act (California Water Code Appendix Chapter 61).

Authority

The District was formed by the California legislature in 1951 for the general purposes of providing for the control of flood and storm water, including protection of life and property in the District from storm and flood water and protection of the watercourses and watersheds in the District, as well as conservation of water to prevent waste or diminution and thereby increase water supply in the District.

Since the District's formation, it has actively pursued and implemented a number of programs and projects, which have resulted in the supply of approximately half of the municipal water used within the County. This water supply comes from the State Water Project and represents a capital investment totaling over \$50 million raised from bonded indebtedness. From 1968 to 1987 the water source for this supply came from the Solano Project (Lake Berryessa), and from 1988 to the present comes from the Sacramento River (Barker Slough) approximately seven miles due east of Travis Air Force Base in Solano County.

The District also purchases water from the U.S. Bureau of Reclamation from Lake Berryessa and wholesales it to the water districts and individual users in the vicinity of the Lake. The District has historically and will continue to monitor groundwater elevations in wells throughout the County and is participating with the County in groundwater resource management evaluations for Napa County. In addition, the District, working in cooperation with other governmental agencies, has improved and assumed responsibility for ongoing maintenance for approximately 13 miles of drainage channels. The District has also coordinated and directed numerous studies relating to specific water supply and flood control projects throughout the County.

The District's operations were originally funded from the County's real property tax base. The District then had authority to levy a tax not to exceed 25 cents per \$100 of the assessed valuation on real property within the County. In the mid 1970's, the District, as local sponsor for the 1965 congressionally-authorized Napa flood protection project, collected and set aside approximately \$3 million for the local cost share for the project. For various reasons, the

project was not implemented at that time, and a decision was made to reduce the District's tax rate to zero and fund the future years' programs using prior years' carryover monies. In 1978 Proposition 13 was adopted, which froze the District's then tax rate of zero. After 1978 the District's policy had been to reduce its programs to the point where they were funded only by the interest earnings on the District's funds, which earnings were approximately \$100,000 per year.

In 1991 the District took a renewed interest in implementing a flood control project in the City of Napa. This interest culminated in developing a Community Coalition for the Napa River Flood Management Plan (Coalition). The Coalition solicited community-wide input to design a flood control project for the Napa River to provide the measures economically feasible to protect against the 100-year flood event. The Coalition included members of the various interested public agencies, the Napa Valley Economic Development Corporation, Napa Chamber of Commerce, Napa Downtown Merchants, Friends of the Napa River, Sierra Club, Napa County Farm Bureau, California Conservation Corps, Napa Valley Conference and Visitors Bureau, and numerous other groups and volunteers. This effort, however, exhausted the District's funds. With no source of additional revenue, the District was forced to request legislation to consider other options, which included either to cease to exist, levy assessments, or implement a restructuring whereby it only retained its water supply responsibilities.

Consequently, the Napa County Flood Control and Water Conservation District Act ("Act") was amended in 1995, principally to provide the authority for the District to levy assessments for flood protection projects financed by the District and for the District to cooperate with the United States government (e.g., the U.S. Army Corps of Engineers (ACOE)) in the initial construction, completion or maintenance of any project to control flood waters or to protect life or property within the District. The District's assessment authority allows it to finance projects by levying an assessment on real property, which receives a special benefit from the construction of the project within the entirety of the District's jurisdictional area or within any specific project area determined to receive a special benefit from a District project. In the case of Project No. 96-1, the financing district is a single assessment district divided into three zones encompassing all lands within the District, except for the City of American Canyon and the Lovall Valley area. Assessments are proportioned to properties in relation to the relative benefit each particular parcel receives.

Pursuant to Sections 61-10 of the Act, the District Engineer has created and filed this report containing the matters specified by said Section 61-10. Included are the items specified by Subsection 61-10(5) in conjunction with the levying of annual assessments under Section 61-13.5.

CERTIFICATIONS

The undersigned respectfully submits the enclosed Project Report as directed by the Board of Directors.

Dated: March 13, 2026

ANDREW BUTLER, PE
District Engineer



I HEREBY CERTIFY that the enclosed Project Report, together with the Assessment, was filed with me on the 13 day of March, 2026.

NEHA HOSKINS, Secretary of the District Board
Napa County, California

By Neha Hoskins

I HEREBY CERTIFY that the Assessment was approved and confirmed by the Board of Directors of the Napa County Flood Control and Water Conservation District, on the _____ day of _____, 2026.

NEHA HOSKINS, Secretary of the District Board
Napa County, California

By _____

EXHIBIT A: PROJECT DESCRIPTIONS

Project No. 96-1 is briefly described as follows:

The work to be performed consists of clearing and maintaining District-owned channels and easements within the Flood Control District; clearing and providing assistance to property owners with other problem areas within the Napa River and its tributaries; supporting the Corps of Engineers with dredging the Napa River; repairing and stabilizing the River and streambanks; installing and operating a Countywide early warning system for flooding; replacing and installing major storm drain trunk lines; participating in Federal and State flood protection grant programs; managing and monitoring groundwater; overseeing adjudicated watersheds; maintaining the benefit assessment program; preparing special studies for flood protection and water management; developing standardized and integrated floodplain management regulations; and assisting the local community in complying with National Pollutant Discharge Elimination System (NPDES) requirements.

The projects and programs to be performed are explained in more detail below.

Napa River and Tributary Maintenance Program

1. Install and Operate a Countywide Early Warning System for Flooding

The District previously participated in a cooperative program with the U.S. Geological Survey to continuously monitor five stream gauges and a number of rain gauges. Of these original gauges, all but two (Napa River at St. Helena and Napa River at Napa) were abandoned. The responsibility for these two was taken over by the State Department of Water Resources Flood Forecast Center. During FY 1996-1997 the District joint ventured with the City of Napa and the National Weather Service Flood Forecast Center to install 15 precipitation and stream monitoring stations, which are monitored by computers located in the District offices and in the City of Napa offices. In 2001 the District, the City of Napa and the City of St. Helena installed a new computer system, "STORMWATCH", now referred to as the ALERT system, which provides real-time data with graphic display of rainfall, stream flow, wind direction, rainfall intensity and other useful storm data, with pre-set alarms and paging for designated emergency responders/observers. In 2004 a joint plan was completed among the District, St. Helena, the USGS and the Department of Water Resources River Forecast Center to relocate and re-calibrate the St. Helena Napa River gauge previously located at Zinfandel Lane to Pope Street, to improve the accuracy of river flood forecasting up-valley. In 2006 the system was upgraded to include additional satellite data transmission capabilities, and a new public website: <http://napa.onerain.com> was launched to provide improved data accessibility and storage functions.

Using FY 2026-2027 assessment funds, the system will continue to be maintained including upgrading solar panels, replacing pressure transducers and verifying the calibration of flow gauges to provide reliable data for hydraulic models, as well as improving emergency planning and response.

2. Clear and Maintain District-Owned Channels and District Easements

This portion of the program focuses on the maintenance of conveyance channels for which the District has specific responsibility. These channels differ from the majority of streams in the Napa River Watershed in that the District has fee ownership or easement rights to enter the affected property. In many cases the channel was improved by another governmental agency, and the District has entered into agreements that commit the District to maintain the facility. District staff conduct annual surveys of the channels and easements to identify issues with debris, invasive vegetation and erosion. Regular maintenance activities include vegetation management, sediment removal, bank stabilization, riparian enhancement, and

maintaining structural facilities. These maintenance activities are conducted in accordance with the District's Stream Maintenance Program (SMP) and associated programmatic permits. The District holds programmatic permits to conduct routine maintenance within the US Army Corps of Engineers, Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife jurisdiction and are continually renewed or reissued as needed.

FY 2025-2026 funds were utilized to conduct routine monitoring and maintenance of the District channels and easements while complying with SMP permits and reporting requirements. Routine general maintenance activities included targeted sediment removal, erosion control, downed tree management, invasive plant management, trash and debris removal, and installation of native plantings for riparian enhancement. In September of 2025 two notable projects along the District -owned section of Napa Creek were completed including a streambank stabilization project and a sediment removal project.

In addition, the District completed vegetation management activities to maintain hydraulic capacity and enhance ecological integrity including the removal of trash and debris from District owned channels and easements. As in previous years, trash associated with homeless encampments continues to be an issue that the District continues to manage. In FY 2026-2027, the District will allocate a similar budget to continue stream maintenance along its channels and easements to reduce flood hazards and promote stream habitat enhancement.

3. Clear Problem Areas within the Napa River and its Tributaries

This program expands stream maintenance activities to other stream channels in the Napa River Watershed where District involvement is discretionary. Conducting targeted maintenance on the Napa River and its tributaries is crucial for alleviating localized flooding and reducing streambank erosion. Included in this program is the evaluation and removal of downed trees, which may pose a hazard to downstream property, such as bridges, and can contribute to the formation of significant debris jams. The SMP Manual specifically addresses the issue of large woody debris (LWD) preservation in local streams, which meets an important implementation goal of the RWQCB adopted Total Maximum Daily Load (TMDL) for sedimentation issues in the Napa River. District staff conduct annual spring surveys of flood-prone urban creeks to look for potential problems with debris, vegetation and erosion. The District assists the Cities of Napa, St. Helena, Calistoga, and the Town of Yountville in the maintenance of tributaries and channels within city limits (e.g., Town of Yountville's maintenance of Hopper Creek).

In FY 2025-2026, the District managed vegetation for the purposes of restoring hydraulic capacity and improving ecological integrity of channels within the Napa River watershed. Key activities included invasive weed management, such as abatement of giant reed (*Arundo donax*) and perennial pepperweed (*Lepidium latifolium*) along the Napa River; vegetation maintenance at channel constriction points near infrastructure and urban areas; and coordination with property owners regarding downed trees and streambank stabilization. Two noteworthy habitat enhancement Projects were completed in FY 2025-2026 along the Napa River, involving geomorphic shaping and gravel augmentation, both of these projects included riparian enhancement components. Additionally, the District worked with the Napa County Resource Conservation District on a fish passage improvement project along Carneros Creek that involved the removal of a concrete flashboard dam.

For FY 2026-2027, the District is proposing to provide approximately the same budget allocation for this program component, allowing District staff to continue providing assistance to municipal partners and private landowners to minimize flood hazards and improve flow conditions along Napa River and its tributaries.

4. Napa River Navigation Dredging

The District serves as the local sponsor for the periodic dredging of the Napa River from the Third Street Bridge downstream to the County boundary. While the ACOE funds the actual dredging, the District is responsible for providing the spoil disposal sites. Two sites are currently maintained for this purpose. One site is at the Napa Sanitation District's (NSD) Imola property under a lease agreement that extends until 2030. The second and larger site is located at Edgerly Island on property owned by the District. The sites store material temporarily and need to be emptied periodically and made ready for the next dredging cycle (historically, this has been approximately every six to eight years). The Edgerly Island Disposal Site reconstruction was completed in 2004, and the Imola NSD site was reconfigured as a part of the Napa River/Napa Creek Flood Protection Project in 2006 and used during the last dredging event in 2016. The winter storms in February 2017 resulted in additional sedimentation in the river in the downtown Napa Reach and the District has been working with the Corps to return to conduct additional dredging. The Corps received funding to conduct dredging of the upper reach of the Napa River in the fall of 2022; in partnership with the Corps approximately 35,000 CY of material was dredged from the Project reach on the river utilizing the funds. Due to the coarse nature of the material a clam shell rig was utilized and dredged material was disposed of at two alternative sites located within the City and County of Napa. Maintenance and inspection of these sites were performed in FY 2023-2024, FY 2024-2025 and FY 2025-2026 and a Notice of Termination was filed and approved with the SWRCB 3/28/2025. ACOE is currently working towards a dredging project in FY 2028-2029. They are conducting a sampling study to assist the District with identifying additional dredge disposal areas that are appropriate for clam shell method dredging as is expected for the next dredging project. The District is also pursuing a cost-sharing study and agreement with ACOE for the cost of material disposal. Funds for the FY 2026-2027 budget will be allocated again to maintain the two dredge disposal sites as necessary and funding any planning for future dredge operations.

5. Bank Stabilization and Repair (Cost-Share Program)

This cost-share funding program is used to assist public and private property owners to restore failing streambanks on their property caused by high magnitude storm event flows, downed trees, and other causes. The benefits to the District and waterways are realized with the reduced transfer of associated sediment and protection and enhancement of the stream riparian corridor. In 1999, "bio-engineered" lower cost techniques were allowed in this program where natural materials, such as trees, grasses and shrubs, may work in place of steel and concrete structures. Bio-engineered solutions reduce costs to landowners for streambank repairs and help to preserve the natural character of local streams. In 2010, the District Board modified the program participation guidelines to incentivize the use of bio-engineered designs by increasing the District's cost-share toward construction of these types of projects. Participation in the cost share program varies from year to year due to fluctuations in weather and high costs incurred from planning, permitting and constructing the bank repair projects. One cost share project was completed in FY 2025-2026, where a large section of bank along the Napa River near Pratt Avenue in St. Helena was repaired using bio-engineered bank stabilization techniques. However, the District recognizes the importance and beneficial outcomes of these projects, and will continue to support the community's utilization of the cost-share program as projects are brought to the District for consideration in FY 2026-2027.

Watershed Management Programs

1. Local Compliance with NPDES Requirements

State and Federal regulations required the County and municipal agencies within the County to obtain stormwater discharge permits (Phase II Municipal Stormwater NPDES permits). The County and the Phase II municipal agencies determined that a Countywide Stormwater Management Program (SWMP) would be the most efficient means to reach compliance with these regulations. The resulting SWMP was submitted to

the RWQCB and approved on May 21, 2004. The SWMP includes Countywide programs administered by the District under a Joint Powers Agreement (JPA) and local programs administered by each of the permittees. The Countywide Program activities include public education and participation, as well as coordinating and assisting the co-permittees with the development of their local programs. The District contributes funding annually to the Countywide Program JPA with the remaining costs paid by the co-permittees based upon population and Benefit Assessment Unit (BAU) in each municipality. In FY 2014-2015 the Countywide Program began operating under a newly issued Phase II permit, which has increased required programs and, therefore, resulted in budgetary increases for all the JPA participants. The 5-year permit is currently in the process of being re-issued by the State Water Resources Control Board with adoption anticipated in 2024. In FY 2026-2027 the District is proposing to contribute approximately \$115,000 to the Countywide Program JPA.

The District is also continuing its efforts to increase education outreach to creekside and riverside property owners on stormwater and maintenance issues and increasing volunteer efforts related to cleanup activities in the watershed. In the past this has included workshops for creekside property owners regarding appropriate maintenance practices. In FY 2014-2015 the Napa Countywide Stormwater Pollution Prevention Program developed design guidelines for implementation of bioretention, a method of stormwater treatment, which will be implemented on all new and re-development projects that create or replace 5,000 sf or more of impervious surface. Implementation of bioretention is still ongoing on new and redevelopment projects in all Napa County municipalities. In FY 2024-2025 funding supported ongoing implementation of the Phase II Municipal NPDES Permit, as well as early implementation planning for the Statewide Trash Amendments adopted by the State Water Board. This Districtwide program is also being used to fund water quality improvement activities for Lake Berryessa, such as supporting Solano County RCD with the annual lake cleanup and boater education regarding pollution prevention in the lake. The District will continue to support these activities in FY 2026-2027.

2. Federal and State Flood Protection Grant Program Participation/Matching Fund

This Districtwide program enables the District to apply for and potentially secure additional funding that will assist the community in mitigating the impacts of floods, i.e., raising houses, flood proofing, invasive vegetation removals, etc. As part of this program, the District cooperates with the cities and other agencies in preparing grant applications and serving as the sponsor when appropriate. This program can also provide matching funds, which is a requirement of most grant programs.

In addition to seeking funds under new grant programs, the District will continue its participation with other local governmental agencies to pursue new grant opportunities for watershed projects under voter-approved Proposition 84. This has included funding support for development of a process to identify and coordinate local watershed projects and an internet-based database to identify and elevate Napa County projects into Integrated Regional Water Management Plans (IRWMPs). Napa County is participating in two State-funding Regions: the Bay Area – North Bay Subregion (portions of Marin, Sonoma, Napa and Solano counties, which drain to the Bay) and the Sacramento Valley – Westside Subregion (portions of Lake, Yolo, Solano and Napa counties, which drain to the Sacramento River). This process helped the District cooperate on Proposition 84 Grant proposals in these larger State planning regions in recent fiscal years. During FY 2026-2027 the District will continue its participation in regional IRWMPs as opportunities arise.

In FY 2015-2016 the District collaborated with the NCRCD on a proposal to the RWQCB 319 h program to fund a study on Bale Slough/Bear Creek. In FY 2021-2022, the District applied for grants funds from CDFW and the SWRCB to support implementation of the Bale Slough/Bear Creek restoration project following completion of project design and permitting. In FY 2023-2024 implementation of Group A of the Bale Slough/Bear Creek restoration project was completed utilizing grants awarded from the WCB and the

SWRCB. In FY 2018-2019 the District was awarded a grant from the California Coastal Conservancy to support stream enhancements along urban streams. The grant funds have supported installation of two biotechnical streambank stabilization projects, one on Tulocay Creek and one on Napa Creek, as well as invasive plant management and revegetation in adjacent areas. Final grant related activities were completed in late FY 2021-2022 prior to closing out the grant. The District was awarded grants from the WCB and EPA for implementation of Group C of Bale Slough/Bear Creek restoration project, this project was completed in the summer of FY 25-26. For FY 26-27 the District is scheduled to implement the final phase of the Bale Slough/Bear Creek restoration project, Group B sites 6 through 10.

The District will continue to pursue watershed project grants as a grant recipient or partnering agency for projects that eradicate or manage non-native invasive species within or along waterways and restore native vegetation to enhance water quality and riparian habitat, reduce or prevent flooding problems, and protect watershed resources within the District.

3. Groundwater Management and Monitoring

The District has been monitoring static groundwater levels within the County since the late 1950's. This program is essential to understand the groundwater resources within the County and support future groundwater sustainability programs. It allows the District to document and establish long-term trends in the major groundwater basins and to approximate annual safe extraction rates. Development of more formalized groundwater monitoring programs is a State requirement of local government entities due to recent legislation. During FY 2012-2013 a more formalized Groundwater Monitoring Plan was developed in collaboration with Napa County. The District will continue to support the County by providing staff for well monitoring activities.

4. Development of Standardized and Integrated Floodplain Management Regulations

The four cities, the town and the County administer existing floodplain regulations and standards within their local jurisdictions. Each agency must comply with Federal guidelines to take advantage of the federally subsidized National Flood Insurance Program. The District supports local jurisdictions to improve ongoing communication and coordination of floodplain management as a continuation of that element of the community coalition process. The funds budgeted for this program allow District staff to work with local agencies, property owners and State and Federal floodplain officials on particular issues related to development in the floodplain.

5. Watershed Adjudication, i.e., Putah Creek

The State Water Resources Control Board has jurisdiction over the use of surface waters and issues water rights permits to those property owners and diverters who use surface water. The Putah Creek basin has gone through a process which adjudicated the use of all surface waters within its boundaries. The District has historically participated in an advisory committee which assists the court-appointed Watermaster.

6. Benefit Assessment Program Maintenance

This line item provides funding for the District to maintain and prepare the annual assessment roll for incorporation onto property owners' tax bills. The District staff has assumed the ongoing responsibility for this work, formerly performed by an outside consulting engineer. However, periodic maintenance and improvements are performed by a consultant to maintain the assessment software and to streamline the process of calculating annual assessments.

7. Major Trunkline Replacement/Installation

This cost-share funding program was developed to assist Yountville, St. Helena, Calistoga and unincorporated areas in upgrading major storm drain systems. In the past, many of the older sections of the developed areas were developed with small drainage systems. This program will provide assistance and incentive to remedy these problem areas. The District works with local entities to identify projects that would benefit from Trunkline Replacement.

8. Special Studies for Flood Protection/Water Management

Historically, the District has provided initial planning studies for requested flood control/water management projects. Studies relating to water supplies for municipal users would not be funded from this source; they would be funded through the water supply contracts.

In FY 2014-2015 the District contributed funds for a hydraulic study of the Napa River in the City of Calistoga to support the removal of a low flow bridge that has been identified as a fish barrier. In FY 2016-2017 funds supported an assessment of invasive plants along Pope Creek. In FY 2017-2018 funds supported a flood hazard study within the Edgerly Island community. The District has annually budgeted funds to contract with the NCRCD to assess stream flow capacity in District maintained channels. To date, assessments have been completed in Salvador Creek, Tulocay Creek, Fagan Creek, Sheehy Creek and Conn Creek. These studies are ongoing and will continue into future fiscal years. In FY 2020-2021, NCRCD assessed the reach of Brown's Valley Creek which is surveyed annually by the District. In FY 2023-2024 a study of potential flooding on Hagen Creek at Olive Hill Lane was completed. The proposed budget for FY 2026-2027 includes funds for conducting new flood studies that may be warranted and potential studies to inform beneficial reuse of sediment from District projects and USACE dredging operations on the Napa River as well as an assessment of the District's sediment rehandling facility at Edgerly Island.

EXHIBIT B: PROJECT MAP

The Project Map below shows the three benefit zones: Napa River Watershed, City of Napa, and Districtwide.

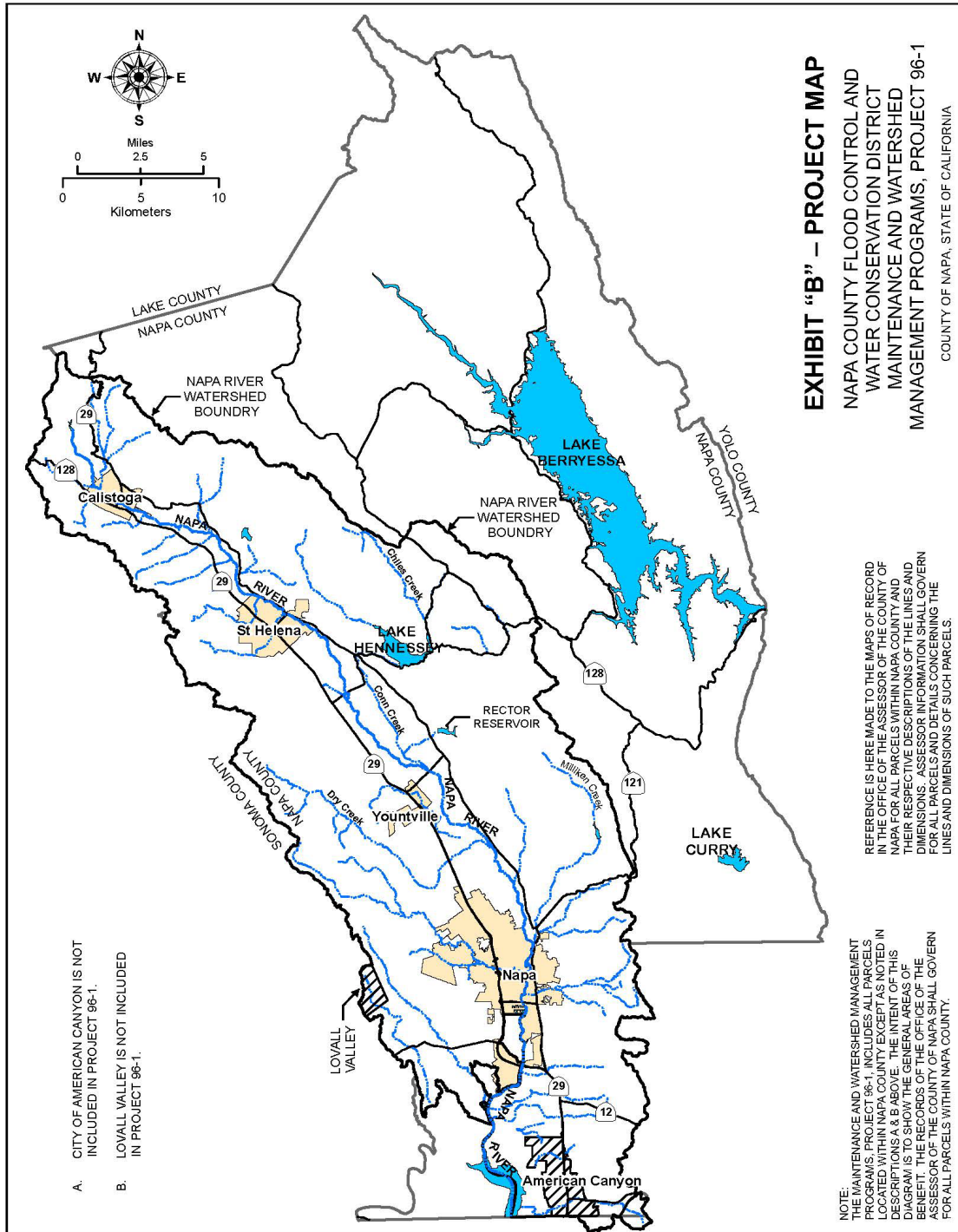


EXHIBIT C: ESTIMATE OF COST

The following is the proposed District expenditure plan for the estimated assessment revenues to be collected during FY 2026-2027. These funds, in addition to unspent funds in reserve from prior fiscal years that will be re-budgeted, and other funding such as grants and interest earnings, provide the total budget for the proposed flood and storm water programs, projects, and services as set forth in this Report. The District intends to leverage its funds through long-term relationships with the California Conservation Corps and similar organizations for many of its maintenance programs. It will also work in close cooperation with various resource agencies to develop cost effective and environmentally sensitive maintenance practices.

NAPA RIVER AND TRIBUTARY MAINTENANCE	FY 2026-2027 Budget	Reserve	Grants/Other Funding	Total Budget FY2026-2027
1. Install and operate Countywide early warning system for flooding	\$119,000			\$119,000
2. Clear and maintain channels within District easements (13 miles)	\$392,200			\$392,200
3. Clear problem areas within the River and its tributaries	\$462,100		\$100,000	\$562,100
4. Napa River navigation dredge site maintenance	\$40,000			\$40,000
5. Bank stabilization and repair	\$100,000			\$100,000
	Subtotal			\$1,213,300
	\$1,113,300			\$1,213,300
WATERSHED MANAGEMENT PROGRAMS				
1. Local compliance with NPDES requirements	\$130,000			\$130,000
2. Federal and State flood protection grant program participation/matching fund	\$25,000			\$25,000
3. Groundwater management and monitoring	\$5,000			\$5,000
4. Development of standardized/integrated floodplain management regulations	\$5,000			\$5,000
5. Watershed adjudication, i.e., Putah creek	\$5,000			\$5,000
6. Benefit Assessment Program Maintenance	\$36,000			\$36,000
7. Major trunkline replacement/installation	\$20,000			\$20,000
8. Special Studies for flood protection/water management	\$45,000			\$45,000
9. Administration	\$86,000			\$86,000
	Subtotal			\$357,000
	\$357,000			\$357,000
	TOTAL		\$100,000	\$1,570,300
	\$1,470,300			\$1,570,300

Every year the Board of Directors will review the proposed expenditure plan as part of the process of levying assessments.

EXHIBIT D: ASSESSMENT ROLL

The proposed assessments, BAUs of assessment and the amount of the assessment for FY 2026-2027 apportioned to each lot or parcel, as shown on the latest roll at the Assessor's Office, is on file with the Secretary of the District Board.

The description of each lot or parcel is part of the records of the Assessor of the County of Napa; and these records are, by reference, made part of this Report.

The estimated total assessment amount to be collected for FY 2026-2027 is \$1,579,900.

EXHIBIT E: METHOD OF APPORTIONMENT

Background

Proactive flood control measures by the District will benefit all properties within the District by reducing problems created by stormwater runoff, which is generated by each parcel of real property within the District. Stormwater runoff contributes to and causes flooding and decreases the water quality of waterways by increasing sedimentation and chemical contamination. In addition, stormwater runoff that does not flow into a water supply reservoir reduces the amount of water available for domestic water supply and groundwater recharge.

Project No. 96-1 benefits all property in the County by incrementally taking steps to reduce the risk of flooding in the District and thereby reducing the various and numerous direct and indirect costs to property owners associated therewith and allowing the District to continue its efforts to increase the amount of stormwater available for domestic use. Additionally, flood control measures, such as bank or levee stabilization, will increase water quality throughout the District by reducing the amount of erosion and sedimentation that currently occurs. As described earlier, the funds raised from the assessment district will be used, among other activities, to stabilize banks and levees, including constructing rip-rap and flap gates and installing vegetation, clear drainage ways to provide more free flowing water and remove debris that may cause downstream damage, install and maintain stream gauges on upstream tributaries to the Napa River in order to monitor stormwater flows to predict and warn against downstream flooding, and develop coordinated floodplain management policies and practices with the individual cities and the County.

District Zones

For the purpose of this annual assessment program, the District is divided into three zones of benefit as follows:

1. Napa River Watershed, generally consisting of the land situated within the County of Napa whose stormwater flows by various courses or conveyances into the Napa River. The Napa River Watershed zone includes all parcels within the Napa River Watershed, including the City of Napa. Its projects and programs are designed to benefit only the parcels within the watershed;
2. City of Napa, generally consisting of the land situated within the corporate boundary of the City of Napa. City of Napa zone parcels, which are all the parcels within the City limits, benefit from the Napa River Watershed projects and programs; but, since the City's Storm Drain Assessment Fee program pays for the City to maintain and replace major storm drain trunk lines in the City, the City parcels do not receive benefit from the Districtwide major trunkline replacement and installation program; and
3. Districtwide, generally consisting of the land within Napa County, excluding the land within the corporate boundary of the City of American Canyon and Lovall Valley area. The Districtwide zone includes all parcels within the District, the Napa River Watershed, the City of Napa parcels, plus the parcels outside the Napa River Watershed. Its projects and programs benefit all parcels within the District.

The programs and projects the District will undertake are designed to benefit the unique nature of these three zones.

Land Use Categories

All parcels in the District are categorized into one of the following 12 land use categories:

1. **Single Family**: Includes all parcels that have at least one detached single family residential unit.
2. **Multi-Family**: Includes all parcels that have more than one attached residential unit, i.e., duplex, triplex, quadplex, condominiums, townhomes, and apartments.
3. **Mobile Homes**: Includes all mobile home park residential parcels.
4. **Commercial**: Includes all parcels with commercial, retail, office, medical, motel/bed and breakfast, and automobile related uses.
5. **Industrial**: Includes all parcels with industrial, light industrial, heavy industrial, and warehouse related uses.
6. **Winery**: Includes all parcels with a winery.
7. **Vineyards**: Includes all parcels with planted vineyard.
8. **Vacant Residential**: Includes all parcels that the Napa County Assessor deems as a vacant residential.
9. **Vacant Commercial**: Includes all parcels that the Napa County Assessor deems as vacant commercial.
10. **Vacant Industrial**: Includes all parcels that the Napa County Assessor deems as vacant industrial.
11. **Vacant Rural**: Includes all parcels that the Napa County Assessor deems as a vacant rural.
12. **Non-Taxable**: Includes all parcels classified as exempt from assessment by the County Assessor, i.e., government owned parcels.

These land use categories were obtained from the County Assessor's records.

Benefit Assessment Methodology

The methodology to determine a property's assessment for Project No. 96-1 is based upon two principal factors: 1) the property's proportionate share of stormwater runoff and 2) the amount of sediment that erodes off a property. Levying assessments based upon a property's proportionate share of stormwater runoff recognizes that land, both improved and unimproved, creates stormwater runoff that increases downstream flood hazards and produces water that the District could use for domestic use. Improved land generates stormwater runoff to a greater extent than unimproved land because the impervious surfaces of improved land restrict the property's natural ability to absorb precipitation. Stormwater flows off of a single family dwelling, shopping center or industrial site with roofs and parking areas will be greater than stormwater runoff from a vineyard or vacant land of equivalent size because of their increased amounts of impervious surfaces.

Sediment comes from the portions of property not covered by a hard or impervious surface, e.g., roofs, driveways and parking and other areas. Sediment flows off of the property and contributes to the amount of dredge material

the County has to dispose of from the Napa River and clear from its tributaries. In addition, sediment restricts the flow of stormwater and causes the water surface of the Napa River and its tributaries to flow at a higher elevation than they would otherwise flow if the River and tributaries were free of sediment.

The proportional difference in runoff, combined with the relative size of individual parcels and the amount of impervious surface, provides the basis for computing the benefit assessment per parcel.

To determine the proportionate share of stormwater runoff and sediment runoff from any one parcel of land in relation to all parcels of land in the District, it is necessary to establish a baseline standard parcel of land from which to measure all other parcels. This baseline standard shall be referred to as the Benefit Assessment Unit (BAU), and the baseline standard BAU shall be a detached, single family dwelling, which is the most common land use type within the District. The BAUs of all other land use types within the District shall be based upon their relative comparison to the baseline BAU and adjusted according to that parcel's size and relative imperviousness. Accordingly, detached, single family dwellings are counted as one BAU with all other land use types either equivalent to or a fraction or multiple thereof. The table below shows the BAU factors for each land use type.

Land Use Category	Unit of Measure	BAU Factor
Single Family	Dwelling Unit	1.00
Multi-Family	Dwelling Unit	0.50
Mobile Homes	Dwelling Unit	0.33
Commercial	1,500 Square Foot Building	1.00
Industrial	1,500 Square Foot Building	1.00
Winery	1,500 Square Foot Building	1.00
Vineyard	Planted Acre	0.25
Vacant Residential	Acre	0.30
Vacant Commercial	Acre	0.30
Vacant Industrial	Acre	0.30
Vacant Rural	Parcel	0.75

Some parcels have multiple land uses, e.g., one parcel may have a single family unit, planted vineyard acres and a winery. The assessments for these parcels are calculated based on each land use type and added together for a total parcel assessment.

In order to prevent a financial hardship to any one parcel, all single use parcel BAUs are capped at no more than 20 BAUs. That is, for every parcel that has one land use, it will receive a maximum of 20 BAUs. For all parcels that have multiple land uses, each land use type will receive no more than 20 BAUs. Vacant rural land parcels, without development of structures or permanent land disturbance, are carrying out their intended watershed purposes under the Napa County General Plan and Zoning Law, thereby minimizing the stormwater runoff, which occurs from such properties. Therefore, such parcels receive a maximum of 0.75 BAU per parcel.

Benefit Assessment Calculation

In April 2025 the District Board approved the Project Report for FY 2025-2026, which laid out the assessment rates per BAU for each benefit zone as follows:

FISCAL YEAR 2025-2026

BUDGET CATEGORY	BENEFIT ZONE		
	Napa River Watershed	City of Napa	Districtwide
Napa River & Tributary Maintenance \$/BAU	\$15.82	\$15.82	\$0.00
Watershed Management Programs \$/BAU	\$11.98	\$7.80	\$11.98
TOTAL \$/BAU	\$27.80	\$23.62	\$11.98

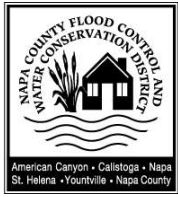
By approving the annual Project Report, the District Board also approves any annual increase in the assessment rate based on the *Engineering News Record's* "Construction Cost Index (CCI) for the San Francisco Bay Area." The CCI percentage change from March 2025 to March 2026 resulted in a 1.0% increase; therefore, it is recommended to the Board that the total assessment rate be increased accordingly for FY 2026-2027. The proposed assessment rates for FY 2026-2027 are therefore:

FISCAL YEAR 2026-2027

BUDGET CATEGORY	BENEFIT ZONE		
	Napa River Watershed	City of Napa	Districtwide
Napa River & Tributary Maintenance \$/BAU	\$15.91	\$15.91	\$0.00
Watershed Management Programs \$/BAU	\$12.04	\$7.83	\$12.04
TOTAL \$/BAU	\$27.94	\$23.74	\$12.04

EXHIBIT F: ASSESSMENT ADJUSTMENT

It is presently anticipated the District will continue with the annual levy of assessments for Project No. 96-1, in accordance with the procedure provided by the Act. It is recommended and anticipated that the amount of individual assessments for each future year will be increased over the amount of such individual assessment for the prior year by a percentage equal to the increase reported in *Engineering News Record's* "CCI for the San Francisco Bay Area," expressed as a percentage. In the event there is no increase in the reported CCI, the assessment rates may not be increased. In the event that said index ceases to be established and published, the Board will utilize the most nearly comparable index as determined by the District Engineer at his or her sole discretion. In approving this Project Report, the Board will be approving and authorizing this annual percentage increase in the amount of individual assessments without the necessity of mailed notice to property owners as expressly provided by Section 54954.6 of the California Government Code.



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.napacounty.gov
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 4/21/2026

File ID #: 26-381

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: Engineer's Report - Rutherford Reach Benefit Zone

RECOMMENDATION

PUBLIC HEARING - Authorization Of The Rutherford Reach Benefit Zone Assessment District For Fiscal Year 2026-2027

Conduct a public hearing to accept the Engineer's Report for the Rutherford Reach Benefit Zone Assessment District 2008-01 for Fiscal Year 2026-2027. (No Fiscal Impact)

BACKGROUND

On November 18, 2008, the District Board adopted a Resolution which established formation of a Benefit Assessment District that spans a 4.5-mile reach of the Napa River south of the City of St. Helena, extending from Zinfandel Lane in the north to Oakville Cross Road in the south. The Resolution also levied assessments for the Benefit Zone to fund various aspects of maintenance. The purpose of the assessment process was to establish a mechanism to provide continued annual funding for maintenance benefiting the residents and landowners within the Benefit Zone and to support the Rutherford Reach Restoration Project. The Benefit Zone includes 41 parcels located along both sides of the approximately 4.5-mile reach of the Napa River south of the City of St. Helena. The objectives of the Rutherford Reach Restoration Maintenance Plan (Maintenance Plan) are to reduce bank erosion and to maintain the function of in-stream habitat enhancement structures and control target non-native invasive plant species, to the extent practicable, within the riparian corridor.

The District's governing statute has special legislation that sets forth the procedures the District must follow. In order to levy an assessment, if required for a given Fiscal Year, to continue funding the District's programs, the District Board must hold annual protest hearings to hear any protest against any proposed assessments and the Engineers Report. Therefore, this public hearing begins the process by reviewing any proposed assessments and the report. Once the District Board conducts the public hearing, accepts the Engineer's Report and adopts the Resolution, the process is complete and the assessment district is authorized. Additionally, a copy of the Notice and the Resolution will be delivered to the Clerk of the Board.

The District believes it is in the best interests of the Assessment District, and the affected property owners, to not levy an assessment for Fiscal Year 2026-2027 as a sufficient fund balance exists to carry out required annual maintenance and monitoring activities proposed in the Report. Therefore, no assessments will be levied

for Fiscal Year 2026-2027.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The assessment process for the Benefit Zone began in 2008 with the intent to establish a mechanism to provide continued annual funding for maintenance benefiting the residents and landowners within the Benefit Zone. Today's actions are the prerequisites for the acceptance of the engineer's annual report as to the Rutherford Reach Benefit Zone Assessment District 2008-01.
Is the general fund affected?	No
Consequences if not approved:	Routine maintenance activities in the upcoming fiscal year will not be completed.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: This action is statutorily exempt from the California Environmental Quality Act (CEQA) under California Code of Regulations, title 14, section 15273 (Rates, Tolls, Fares, and Charges), in that the amounts to be levied and collected shall be used for purposes detailed in the District Engineer's Report, which fall within section 15273, subds. (1), (2), and (4).
0.

**NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
RESOLUTION NO. 2026-__ (FC)**

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA
COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT ACCEPTING AND APPROVING THE ENGINEER'S
REPORT FOR THE RUTHERFORD REACH BENEFIT ZONE
ASSESSMENT DISTRICT FOR FISCAL YEAR 2026-2027**

(RUTHERFORD REACH BENEFIT ZONE ASSESSMENT DISTRICT 2008-1)

WHEREAS, in 2008, the District Board of the Napa County Flood Control and Water Conservation District (“Board”), by Board Resolution No. 08-09 (FC) formed the Rutherford Reach Benefit Zone Assessment District (“Assessment District”) pursuant to California Water Code Appendix, Chapter 61, as a mechanism for providing funding for the maintenance benefiting the residents and landowners within the Assessment District; and

WHEREAS, the Board desires to continue to provide for the activities of the Assessment District during Fiscal Year 2026-2027 and to continue to fund such services through the assessment rate methodology and special benefit analysis approved in 2008 by the Board following compliance with the public notice and hearing requirements of Government Code sections 53753 and 54954.6 and approved by the owners of the parcels of real property within the Assessment District pursuant to the requirements of California Constitution, Article XIII D; and

WHEREAS, pursuant to California Constitution Article XIII D and Government Code section 53753, a written Engineer’s Report (“Report”) was prepared at the request of the Board, by a registered professional engineer certified by the State of California, which sets forth the individual assessments for the affected properties necessary to fund the activities of the Assessment District for a given Fiscal Year if required; and

WHEREAS, upon filing the Report with the Board on April 21, 2026, the Board also conducted a public hearing on the Report and for the filing of any objections or protests thereto in the Board of Supervisors’ Meeting Room, Suite 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California; and

WHEREAS, the Secretary of the District Board published notice of the public hearing in a newspaper of general circulation in the County of Napa, as provided in Government Code section 6061; and

WHEREAS, further notice is not required by Proposition 218 because there are no proposed assessments and are, therefore, not considered under Government Code section 53750 to be “increased” or “new” assessments as that term is used in Proposition 218; and

WHEREAS, on April 21, 2026, at the time and place noted above, the Board held a public hearing at which the Board heard and considered all objections and protests filed with respect to the intent not to impose any assessments as recommended in the Report; and

WHEREAS, the Board, having considered the Report and all of the information submitted by the public, believes it is in the best interests of the Assessment District and the affected property owners to not levy an assessment for Fiscal Year 2026-2027 as a sufficient fund balance exists to carry out required annual maintenance and monitoring activities proposed in the Report; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Napa County Flood Control and Water Conservation District as follows:

1. The Board hereby finds and determines that the above recitals are true and correct; and
2. The Board hereby accepts the Engineer's Report for Fiscal Year 2026-2027, dated March 13, 2026, without modification and confirms the contents, budget, and recommendations set forth therein, including the use of sufficient assessment funds to be carried over from the previous year to complete required annual maintenance and monitoring activities.

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THE FOREGOING RESOLUTION WAS PASSED AND ADOPTED by the Board of Directors of the Napa County Flood Control and Water Conservation District at a regular meeting thereof on April 21, 2026, by the following vote, the number following each Director's name indicating the number of votes cast by that Director:

AYES: DIRECTORS _____

NOES: DIRECTORS _____

ABSENT: DIRECTORS _____

NAPA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT

SCOTT SEDGLEY
Chairperson of the Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <i>Shana A. Bagley</i> Deputy County Counsel</p> <p>Date: March 3, 2026 <i>[Doc No 13117506]</i></p>	<p>APPROVED BY THE BOARD OF DIRECTORS OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT</p> <p>Date: _____</p> <p>Processed By: _____ Deputy Secretary of the District Board</p>	<p>ATTEST: NEHA HOSKINS Secretary of the District Board</p> <p>By: _____</p>
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**RUTHERFORD REACH BENEFIT ZONE
ASSESSMENT DISTRICT 2008-01**

**Engineer's Report for
Fiscal Year 2026-2027**

Prepared by:
Napa County Flood Control and Water Conservation District
Napa County, California

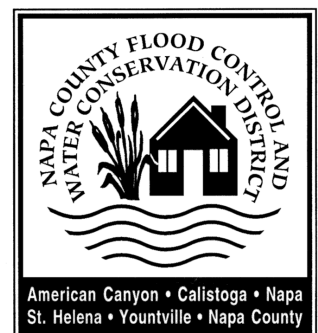


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ASSESSMENT

WHEREAS, on November 18, 2008, the Board of Directors of the Napa County Flood Control and Water Conservation District (District), County of Napa, State of California, under the Napa County Flood Control and Water Conservation District Act, being Section 61-13.5 (“Act”), adopted its Resolution to Establish the Formation of a Benefit Assessment District (“Resolution”) for the fixing of and the collection of certain maintenance charges (“Charges”) to pay for maintenance costs of the District incurred or to be incurred by the District for associated maintenance of the Rutherford Reach Benefit Zone (“Benefit Zone”) of the Napa River in conjunction with the Napa River Rutherford Reach Restoration Project (“Rutherford Restoration Project”); and

WHEREAS, under the Resolution, the Benefit Assessment District is designated as “Rutherford Reach Benefit Zone - Assessment District 2008-01” (“Maintenance District”), the boundaries of which are as shown on the Assessed Properties Map thereof which is made a part of this Report; and

WHEREAS, the Resolution directed the undersigned to cause an annual written report to be prepared in compliance with Section 10 of the Act, reference to the Resolution is hereby made for further particulars; and

WHEREAS, under the Act and Article XIID of the California Constitution, the Charges are deemed to be assessments; and this Report presents such Charges when levied for a given Fiscal Year and denominates them as “Assessments;”

NOW, THEREFORE, the following Assessments outlined in the Engineer’s Cost Estimate and Maintenance Budget below have been made to cover the portion of the estimated cost to perform Maintenance activities for Fiscal Year 2026-2027 and the costs and expenses incidental there to be paid by the Assessment fund:

ENGINEER’S COST ESTIMATE AND MAINTENANCE BUDGET

Maintenance Budget Item		FY 2026-2027
1	Invasive and Pierce host vegetation plant management, replacement planting and irrigation	\$35,100
2	Trash and debris removal and relocation of large woody debris	\$4,250
3	Streambank erosion control and aquatic habitat structure maintenance	\$120,550
4	Annual surveys, development of work plans and reports, assessment management, administration.	\$18,650
5	Monitoring*	\$34,450*
TOTAL		\$213,000

*Includes once every 5-year (*quinquennial*) channel thalweg survey.

The Maintenance District budget was developed jointly by the District, the Rutherford Landowner Advisory Committee (LAC) and the Rutherford Restoration Project design engineer. It was based on professional estimates and historical cost review. Because the Maintenance District will address variable concerns from year to year, the annual levy indicated above in the Engineer's Cost Estimate may vary from year to year but shall only increase above the annual costs presented herein by an inflation factor as presented in the Method of Assessment.

DESCRIPTION OF WORK

The Benefit Zone includes 41 parcels located along both sides of the approximately 4.5-mile reach of the Napa River south of the City of St. Helena, extending from Zinfandel Lane in the north to Oakville Cross Road in the south.

The maintenance program for the Benefit Zone of the Napa River has been developed by the District in consultation with the LAC to support the Rutherford Restoration Project and to guide implementation of routine maintenance and monitoring activities within the Benefit Zone of the Napa River. The program has been developed to proactively address streambank erosion and failure, to protect property in the Benefit Zone and to maintain features constructed as part of the Rutherford Restoration Project that collectively will result in a more stable streambank for the benefit of the property owners.

The objectives of the Rutherford Reach Restoration Maintenance Plan ("Maintenance Plan") are to:

- Reduce bank erosion and potential increased flood damage through vegetation management, large woody debris realignment and/or relocation, debris/large trash removal, and biotechnical bank stabilization.
- Monitor and maintain the function of in-stream habitat enhancement structures, which contribute to long-term channel stability.
- Control target non-native invasive plant species, to the extent practicable, within the riparian corridor of the Benefit Zone. Control of non-native species protects the land uses in the Benefit Zone along the Napa River from diseases that damage both native plants and cultivated agriculture in the reach.

The procedures and processes for achieving the stated objects are more fully described in the most recent Maintenance Plan for the Rutherford Restoration Project.

METHOD OF ASSESSMENT

GENERAL

The Maintenance District provides the mechanism to fund the yearly maintenance and monitoring activities of the Rutherford Restoration Project. The maintenance activities provide special benefits to the parcels of land within the Maintenance District.

The Maintenance District is formed under the Act and Article XIID of the California Constitution together with its implementing legislation, (collectively "Proposition 218"), which

requires local agencies levy Assessments according to special benefit. The costs and expenses of the maintenance activities must be apportioned by a formula or method which distributes the costs in direct proportion to the estimated special benefits these parcels receive from the maintenance activities.

Neither the Act nor Proposition 218 specifies the method to apportion the Assessments. This responsibility rests with the Assessment Engineer, who recommends the apportionment of costs based upon an analysis of the special and direct benefit to be received by each parcel in the Maintenance District from maintenance activities. The approval of Assessment rests with the District Board of Directors, who may approve the Assessments after hearing all testimony and evidence presented at a public hearing and tabulating the Assessment ballots submitted by all record owners of property within the Maintenance District. After the hearing, Assessment ballot tabulation will be made, and if the majority of the Assessment ballots submitted, weighted by the Assessment amount, are in opposition to the levying of Assessments, the proceedings must be abandoned. If a majority approves the Assessment, the Board may authorize the levy of the Assessments.

The following section sets forth the methodology used to apportion the costs of the maintenance to each parcel in the Maintenance District.

BENEFIT

Considerations from Proposition 218

In November 1996, the voters of California approved Proposition 218, which added Articles XIIC and XIID to the California State Constitution. Proposition 218 added new procedures and requirements for all Assessments. Particularly, Proposition 218 requires the following:

- The Assessment proceedings must identify all parcels which will have special benefit conferred upon them, including property owned by federal, State or local government agencies.
- “Special benefit” means “particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large.” General enhancement of property value is not considered to be a “special benefit.”
- The Assessment on a parcel may not exceed the reasonable cost of the proportional special benefit conferred on the parcel.

The improvements proposed to be included in the Maintenance District must meet the special benefit test of Proposition 218. Additionally, the Assessment on each parcel must not exceed the cost of the proportional special benefit conferred on the parcel.

General Benefits

The proposed maintenance activities will not provide general benefit to properties outside the district boundaries. It should be clearly noted that the Assessments collected from the Maintenance District are not being used to fund or finance any element of the Rutherford Restoration Project (i.e., constructed features). The constructed features include constructed

floodplain benches, expanded vegetation buffers and revegetation areas, aquatic habitat structures and streambank stability structures. The constructed elements of the Rutherford Restoration Project will provide a certain measure of benefit to areas downstream by restoring the channel to a more natural setting, which reduces the potential for stream bank erosion and flooding. In addition, the constructed elements of the Rutherford Restoration Project will provide general benefits because the environmental enhancement features restore the public trust elements of the river, including providing habitat for species native to the Napa River. The costs of general benefits provided by the constructed features will be covered through a combination of grant funding and Napa County Measure A. The construction funding plan is independent of the Maintenance District.

Unique and Special Benefits Provided by the Rutherford Restoration Project

Per a 2005 Memorandum of Understanding (MOU), the property owners in the Maintenance District are responsible to cover the maintenance and monitoring costs of the Rutherford Restoration Project. This maintenance obligation creates a “special benefit” zone because the maintenance activities result in direct benefit to parcels with streambank frontage that is stabilized by the maintenance activity.

Below is a list of maintenance activities to be conducted on a regular or as-needed basis and financed through the Maintenance District Assessment levy:

- Maintenance of the Rutherford Restoration Project's constructed features which result in more stable banks, reduced erosion and preservation of property adjacent to the Rutherford Reach.
- Debris Removal (e.g., downed trees and limbs, tires, shopping carts, barrels, trash) that has been deposited within the Maintenance District channel that could potentially block or reorient flood flows and cause localized flooding and/or streambank erosion. The removal of debris in the Benefit Zone benefits the property owners along the Rutherford Reach.
- Removal, relocation, and/or stabilization in place of downed trees that would pose a flooding or erosion risk, to property in the Benefit Zone.
- Removal of in-channel vegetation that could block or reorient flood flows and cause localized flooding and/or streambank erosion, to property in the Benefit Zone.
- Removal of invasive non-native vegetation and Pierce's Disease host plants. This provides benefits to the agricultural properties in the Benefit Zone by reducing risks to their crops.
- Minor grading and installation of fabric blankets, coir logs, woody material, and/or native plants, to proactively stabilize eroding banks and prevent streambank failure, for property in the Benefit Zone.

The maintenance activities provide unique and special benefit to the properties within the Maintenance District. These benefits include:

- Compliance with the agreements entered into between the property owners and County at the commencement of the Rutherford Restoration Project.
- Access to a permit for regular maintenance activities in the Napa River Channel, which allows the property owners to perform routine work without the need to secure individual

permits from regulatory agencies including the United States Army Corps of Engineers, the United States Fish and Wildlife Service and the San Francisco Bay Area Regional Water Quality Control Board.

- The benefit of collective maintenance under one authority, the District, which has staff to conduct and oversee such activities;
- Streambank stabilization along the full length of the Benefit Zone, which benefits all properties in the Maintenance District;
- Reduced risk of catastrophic failure of the constructed features in the Maintenance District and resultant stream bank erosion.

METHOD FOR ALLOCATING COSTS

The Maintenance District will finance the costs of the yearly maintenance activities on the Maintenance Plan. It has been determined that costs for the maintenance activities associated with this project would best be apportioned based on the benefiting parcel's land use characteristics and lineal streambank frontage. It is the intent of this report to ensure that Assessments are fairly allocated based on each parcel's "special benefit".

Streambank frontage is an appropriate measure of benefit because the costs and benefits of the maintenance activities are proportional to the streambank frontage on each parcel in the Maintenance District.

Land use is an appropriate measure of benefit because while all land uses will derive some measure of benefit from the maintenance activities, certain parcels will benefit to a higher degree depending on their land use and level of development. Developed land uses with developed property along or near the streambank benefit more than undeveloped land uses as those structures and vineyards on the parcels receive the higher degree of benefit from the maintenance activities as a result of their proximity to the streambank. Undeveloped land uses lessen the need for maintenance activities in relation to developed land uses.

The development of the method for allocating costs and apportioning these costs to benefiting properties included a detailed examination and review of the existing land use patterns and their proximity to the river in order to fairly allocate costs to the existing parcel configurations and development contained upon them.

Benefit Factors

The determination was made by District staff, the LAC and the Assessment Engineer that the benefits of the yearly maintenance activities may disproportionately benefit some of the above land uses designations over other land uses designations in the Maintenance District. To compensate for this disparity in benefit and to satisfy the proportional benefit requirements of Proposition 218, a benefit factor was determined for each land use designation.

The benefit factor has been developed by quantifying in a mathematical approximation the benefit that a specific land use may receive in relation to the other land uses in the Maintenance District. To do this, a matrix of land uses and maintenance activities was created. This allowed an evaluation of how that particular land use benefits from each of the maintenance activities. The Assessments of benefit were made by the District staff and reviewed by members of the LAC and the Assessment Engineer. This enabled a calculation of an average benefit for each

land use. This average benefit per land use was then converted into a benefit factor for use in the allocation formula.

The table below summarizes the benefit factor developed for each land use designation in the Maintenance District.

Land Use Benefit Factors

Land Use Designation	Abbreviation	Benefit Factor
Residential	RES	0.950
Undeveloped Residential	URES	0.500
Industrial	IND	1.000
Undeveloped Industrial	UIND	0.500
Agricultural	AGR	1.000
Undeveloped Agricultural	UAGR	0.500
Government	GOV	1.000
Undeveloped Government	UGOV	0.500

The properties within the proposed Maintenance District are currently mostly developed. If the development conditions of any parcel changes, the appropriate land use designation and benefit factor shall be applied to determine the parcel's updated number of Benefit Assessment Units (BAUs).

Calculation of BAUs

The method of apportionment equates (spread) all parcels within the Maintenance District to several BAUs, or portion thereof. A two-part formula using each parcel's land use designation and stream bank frontage. Each parcel's Lineal Streambank Frontage is multiplied by the appropriate benefit factor, described in detail later in this section, to arrive at the number of BAUs on each parcel. This provides that each parcel's "special benefit" has been determined based on its lineal frontage and specific land use characteristics.

Determination of Streambank frontage

Napa County Assessor's Parcel Maps and GIS data were used to determine the lineal streambank frontage for each parcel in the Maintenance District.

Determination of Land Use Characteristics

The following is a list of land use designations developed specifically for this Maintenance District. The land use designations were developed using the Napa County Assessor's parcel records and maps, FEMA floodplain data and aerial or satellite photography. The following is the list of land use designations that currently exist or may exist in the Maintenance District boundaries:

Residential (RES) - Parcel has been designated as a residential land use according to the Napa County Assessor's records. Residential land uses do not benefit from the activities involving eradication of certain host plants whose existence may benefit crop production on commercial land uses

Undeveloped Residential (URES) - Parcel has been designated as a residential land use according to the Napa County Assessor's records and does not contain any permanent structures, berms, facilities, agriculture or developed roadways present within the parcel's FEMA designated 100-year floodplain. Because the portion of the land use along the streambank and within the parcel's 100-year floodplain is undeveloped, there is a reduced need for maintenance activities and a reduction in benefit from any protective elements derived from the maintenance activities.

Industrial (IND) - Parcel has been designated as an industrial land use according to the Napa County Assessor's records.

Undeveloped Industrial (IND) - Parcel has been designated as a residential land use according to the Napa County Assessor's records and does not contain any permanent structures, berms, facilities, agriculture or developed roadways present within the parcel's FEMA designated 100-year floodplain. Because the portion of the land use along the streambank and within the parcel's 100-year floodplain is undeveloped, there is a reduced need for maintenance activities and a reduction in benefit from any protective elements derived from the activities.

Agricultural (AGR) - Parcel has been designated as an agricultural land use according to the Napa County Assessor's records.

Undeveloped Agricultural (UAGR) - Parcel has been designated as an agricultural land use according to the Napa County Assessor's records and does not contain any permanent structures, berms, facilities, agriculture or developed roadways present within the parcel's FEMA designated 100-year floodplain. Because the portion of the land use along the streambank and within the parcel's 100-year floodplain is undeveloped, there is a reduced need for maintenance activities and a reduction in benefit from any protective elements derived from the activities.

Government (GOV) - Parcel has been designated as a government land use according to the Napa County Assessor's records.

Undeveloped Government (UGOV) - Parcel has been designated as a government land use according to the Napa County Assessor's records and does not contain any permanent structures, berms, facilities, agriculture or developed roadways present within the parcel's FEMA designated 100-year floodplain. Because the portion of the land use along the streambank and within the parcel's 100-year floodplain is undeveloped, there is a reduced need for maintenance activities and a reduction in benefit from any protective elements derived from the activities.

Apportionment Formula

The Maintenance District Assessments will only finance maintenance activities. All property in the District will benefit from these activities. The apportionment formula for the Maintenance District can be expressed as follows:

$$\text{BAUs per Parcel} = \text{Lineal Streambank Frontage on Parcel} \times \text{Land Use Benefit Factor}$$

Assessment per Parcel = Cost per BAU Unit x Number of BAUs on Parcel

Cost per BAU = Estimated Yearly Budget/Total Number of BAUs in Maintenance District

Method for Calculating Cost Escalation

It is reasonably expected that the costs for the maintenance activities, including labor, power and materials, will increase over time. Assessment may therefore be escalated by the Engineer's News Record Consumer Price Index for the San Francisco Bay Area.

The Assessment shall be subject to escalation in each Fiscal Year after the initial year but not in excess of such rates and amounts. The actual amount of escalation shall be determined by the Board at the time it establishes the Assessments for the particular Fiscal Year.

Method for Allocating Surplus Funds

As noted above, the yearly costs of maintenance are supported by the Assessments. Charges for the maintenance activities are levied annually as Assessments and collected on the County property tax roll. The budget presented in this Engineer's Report represents an estimated annual average of maintenance costs. Costs are directly associated with the amount of work necessary to maintaining the level of service specified in the Maintenance Plan. Thus, annual costs of maintenance activities will likely vary from year to year depending on rainfall totals and winter flow volumes in the river as these factors will directly affect the amount of maintenance necessary in the Maintenance District. As maintenance needs may vary from year to year it is expected that on occasion a surplus may result. For subsequent Engineer's Reports after the initial Fiscal Year report the Maintenance District's account should be checked, and if the surplus in the account is greater than one million dollars, the Assessment shall not be levied for that fiscal year.

ASSESSMENT ROLL AND NAMES & ADDRESSES OF PROPERTY OWNERS

Appendix 1 contains a list of the names and addresses of all property owners within the Maintenance Assessment District. The list is indexed to the Assessor's Parcel Numbers of the County of Napa.

Reference is made to the records of the Assessor of Napa County for a complete description of the boundaries of each property. Each subdivision of land assessed is described in the Assessment Roll by reference to its parcel number as shown on the Secured Tax Roll for the County of Napa, March 2026. Each subdivision of land when assessed is also illustrated on the Assessed Properties Map included in Appendix 2. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County of Napa.

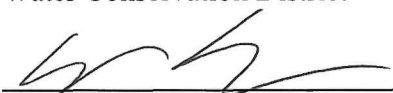
CONCLUSION

In conclusion, the Maintenance District will continue to fund the costs of annual maintenance and monitoring activities as outlined in the Maintenance Plan in order to provide unique and special benefits to the properties within the Maintenance District. Following review of the current Maintenance District fund balance it has been determined that a sufficient balance exists to complete annual maintenance and activities for a period of several years and warrants not levying the Assessment for Fiscal Year 2026-2027.

CERTIFICATES

- I, the District Engineer of the Napa County Flood Control and Water Conservation District, State of California, have prepared this Engineer's Report and do hereby certify that the amounts set forth under Summary Cost Estimate and Maintenance Budget on Page 1 hereof entitled "Engineers Cost Estimate and Maintenance Budget for Year 2026-2027", have been computed under my direction in accordance with the order of the Board of Directors of the Napa County Flood Control and Water Conservation District, State of California, first adopted on November 18, 2008. Furthermore, it is stated here that assessments will not be levied for Fiscal Year 2026-2027 for the properties within the Rutherford Reach Benefit Zone Assessment District as a sufficient fund balance exists to carry out required annual maintenance and monitoring activities pursuant to the Engineers Cost Estimate and Maintenance Budget for Fiscal Year 2026-2027.

Andrew Butler, PE
 District Engineer, Napa County Flood Control and
 Water Conservation District

 Date: 03/04/2026

- I HEREBY CERTIFY that the enclosed Engineer's Report, together with Assessment, was filed with me on the 13th day of March, 2026.

NEHA HOSKINS, Secretary of the District Board
 Napa County, California

By Neha Hoskins

- I HEREBY CERTIFY that the Assessment was approved and confirmed by the Board of Directors of the Napa County Flood Control and Water Conservation District, on the day of _____, 2026.

NEHA HOSKINS, Secretary of the District Board
 Napa County, California

By _____

APPENDIX 1
PROPERTIES WITHIN ASSESSMENT DISTRICT

Napa County Flood Control And Water Conservation District
Rutherford Reach Benefit Assessment District
PROPERTIES WITHIN ASSESSMENT DISTRICT

ENGINEER'S COST ESTIMATE AND MAINTENANCE BUDGET: \$213,000

Assmt. No.	APN	Owner	Mailing Street Address	Mailing City, State and Zip	Land Use	BF	Lineal Frontage	BA Units	Assessment FY 2026-2027
1	030-060-021-000	FROGS LEAP WINERY	PO BOX 189	RUTHERFORD CA 94573-0189	AGR	1.000	2,770	2,770	\$0.00
2	030-060-025-000	E & J GALLO WINERY	105 ZINFANDEL LN	SAINT HELENA, CA 94574	IND	1.000	1,415	1,415	\$0.00
3	030-060-049-000	ANGASTON LIMITED LIABILITY COMPANY	PO BOX 505	RUTHERFORD CA 94573-0505	AGR	1.000	2,785	2,785	\$0.00
4	030-060-059-000	CLAREVALE LIMITED LIABILITY COMPANY	PO BOX 505	RUTHERFORD CA 94573-0505	AGR	1.000	1,106	1,106	\$0.00
5	030-090-002-000	CARPY-CONOLLY I LLC	1241 ADAMS ST #1104	ST HELENA CA 94574	AGR	1.000	4,753	4,753	\$0.00
6	030-090-003-000	HONIG VINEYARD AND WINERY LLC	PO BOX 406	RUTHERFORD CA 94573-0406	IND	1.000	1,145	1,145	\$0.00
7	030-090-042-000	ROUND POND	PO BOX 556	RUTHERFORD CA 94573	AGR	1.000	671	671	\$0.00
8	030-140-004-000	ROUND POND	PO BOX 556	RUTHERFORD CA 94573	AGR	1.000	2,367	2,367	\$0.00
9	030-140-014-000	WILSEY DIANE B	2352 PINE ST	SAN FRANCISCO CA 94115	AGR	1.000	1,640	1,640	\$0.00
10	030-140-019-000	WILSEY DIANE B	2352 PINE ST	SAN FRANCISCO CA 94115	AGR	1.000	1,654	1,654	\$0.00
11	030-150-010-000	PRESTON RICHARD R SUC TR ETAL	3436 LOCHINVAR AVE	SANTA CLARA CA 95051-5163	AGR	1.000	453	453	\$0.00
12	030-150-011-000	PEJU PROVINCE WINERY	8466 ST HELENA HWY	NAPA CA 94558-9732	IND	1.000	451	451	\$0.00
13	030-150-014-000	WILSEY DIANE B	2352 PINE ST	SAN FRANCISCO CA 94115	AGR	1.000	1,647	1,647	\$0.00
14	030-150-015-000	MINOTT WESSINGER J	575 MARINA BLVD	SAN FRANCISCO CA 94123	RES	0.950	849	807	\$0.00
15	030-150-017-000	STAR VINEYARDS	BOX 306	ST HELENA CA 94574-0306	AGR	1.000	713	713	\$0.00
16	030-190-004-000	FOLEY FAMILY FARMS LLC	1701 VILLAGE CENTER CIR	LAS VEGAS NV 89134	AGR	1.000	596	596	\$0.00
17	030-190-005-000	SEQUOIA GROVE VINEYARDS	8338 ST HELENA HWY	NAPA CA 94558-9729	AGR	1.000	626	626	\$0.00
18	030-190-019-000	ST SUPERY WINERY	PO BOX 38	RUTHERFORD CA 94573-0038	IND	1.000	1,399	1,399	\$0.00
19	030-190-028-000	FROSTFIRE VINEYARDS LLC	4060 SILVERADO TRAIL	CALISTOGA CA 94515	AGR	1.000	608	608	\$0.00
20	030-190-029-000	FROSTFIRE VINEYARDS LLC	4060 SILVERADO TRAIL	CALISTOGA CA 94515	RES	0.950	325	309	\$0.00
21	030-230-004-000	CJW ESTATE VINEYARDS LLC	PO BOX 268	RUTHERFORD CA 94573	AGR	1.000	835	835	\$0.00
22	030-230-021-000	ROUND POND	PO BOX 556	RUTHERFORD CA 94573	AGR	1.000	1,272	1,272	\$0.00
23	030-230-031-000	CJW ESTATE VINEYARDS LLC	PO BOX 35	RUTHERFORD CA 94573	AGR	1.000	778	778	\$0.00
24	030-230-032-000	CJW ESTATE VINEYARDS LLC	PO BOX 35	RUTHERFORD CA 94573	AGR	1.000	1,122	1,122	\$0.00
25	030-230-033-000	EMMOLO VINEYARDS	1085 GALLERON RD	ST HELENA CA 94574-9790	AGR	1.000	2,327	2,327	\$0.00
26	030-250-015-000	ZANINOVICH MARKO B & THEO SCOTT	RT 1 BOX 910	DELANO CA 93215-9614	AGR	1.000	365	365	\$0.00
27	030-250-016-000	2ND BASE LLC	32 HUTTON LN	COLORADO SPRINGS CO 80906	URES	0.500	2,140	1,070	\$0.00
28	030-250-017-000	2ND BASE LLC	32 HUTTON LN	COLORADO SPRINGS CO 80906	URES	0.500	1,932	966	\$0.00
29	031-010-003-000	FN LAND (NICKLE & NICKLE)	PO BOX 327	OAKVILLE CA 94562-0327	AGR	1.000	671	671	\$0.00
30	031-010-005-000	HURT WILLIAM LON & HOLLY JOY	PO BOX 672	VICTOR IDAHO 83455	AGR	1.000	593	593	\$0.00
31	031-010-006-000	GLOS ROBERT L	1416 46TH ST	SACRAMENTO CA 95819-4141	RES	0.950	117	111	\$0.00
32	031-010-009-000	CAKEBREAD JOHN E & DOLORES E TR ETAL	PO BOX 216	RUTHERFORD CA 94573-0216	AGR	1.000	1,139	1,139	\$0.00
33	031-020-007-000	OPUS ONE	PO BOX 6	OAKVILLE CA 94562	IND	1.000	2,099	2,099	\$0.00
34	031-020-011-000	FERRIER MICHAEL & FLORES E NAIR TR	25 CREST RD	PIEDOMONT CA 94611	AGR	1.000	265	265	\$0.00
35	031-020-013-000	FN LAND (NICKLE & NICKLE)	PO BOX 327	OAKVILLE CA 94562-0327	AGR	1.000	226	226	\$0.00
36	031-030-014-000	EL ENCINO LLC	PO BOX 107	OAKVILLE CA 94562	RES	0.950	317	301	\$0.00
37	031-030-017-000	LAIRD KENNETH E & GAIL S TR	5135 SOLANO AVE	NAPA CA 94558	AGR	1.000	2,002	2,002	\$0.00
38	031-030-018-000	LAIRD KENNETH E & GAIL S TR	5135 SOLANO AVE	NAPA CA 94558	AGR	1.000	426	426	\$0.00
39	031-040-027-000	LEVY JILL M & REY BRADLEY L	7761 MONEY RD	NAPA CA 94558	AGR	1.000	1,324	1,324	\$0.00
40	031-040-032-000	CLARKE SWANSON W JR	PO BOX 148	OAKVILLE CA 94562-0148	AGR	1.000	624	624	\$0.00
41	031-040-033-000	1000 OAKVILLE CROSS ROAD LLC	1040 MAIN ST STE 204	NAPA CA 94559	AGR	1.000	699	699	\$0.00
							49,246	47,130	\$0.00

Notes:
Parcel data obtained from Napa County GIS Database, March 2026

APPENDIX 2
MAP OF PROPERTIES IN ASSESSMENT DISTRICT

