

Napa County

1195 THIRD STREET
SUITE 310
NAPA, CA 94559



Agenda

Tuesday, August 12, 2025

9:00 AM

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

Flood Control and Water Conservation District

Joelle Gallagher, District 1 (Chairperson)
Scott Sedgley, City of Napa (Vice Chairperson)
Liz Alessio, District 2
Anne Cottrell, District 3
Christopher DeNatale, City of Napa
Paul Dohring, City of St. Helena
Irais Lopez-Ortega, 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 www.countyofnapa.org or www.napaflooddistrict.org

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.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C>

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. APPROVAL OF MINUTES

- A. Approve minutes from the July 15, 2025 meeting.

[25-956](#)

Attachments: [July 15, 2025](#)

4. PRESENTATIONS AND COMMENDATIONS

5. CONSENT ITEMS

- A. Approve and authorize Purchase and Sale Agreement No. 250245B (FC) for the acquisition of one Partial Fee Simple Interest, one Flood Protection Levee Easement, one Public Water Utility Easement and one Temporary Construction Easement on property located in Napa, California (APN 044-320-059), owned by River Glen Homeowners Association, a Non-profit corporation, at a price of \$120,000 and authorize the District Manager or District Engineer to sign related real estate documents on behalf of the District. (Fiscal Impact: \$120,000 Expense; Flood Project; Budgeted; Discretionary)

[25-674](#)

Attachments: [Agreement](#)

- B. Approve and authorize Agreement No. 260062B (FC) with the California Conservation Corps for Fiscal Years 2026 through 2028, at an annual cost of \$83,328, for a total maximum amount of \$249,984 for ongoing stream maintenance and restoration projects throughout Napa County. (Fiscal Impact: \$249,984 Expense; Flood District Fund; Budgeted; Discretionary)

[25-1247](#)

Attachments: [Agreement](#)

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

7. 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.

8. ADMINISTRATIVE ITEMS

- A. Adopt a resolution of intent to sell the real property located at 1317 McKinstry Street, Napa; APN 044-260-004 (No Fiscal Impact, Discretionary)

[25-1333](#)

Attachments: [Resolution](#)

- B.** Approve and authorize Amendment No. 5 to Agreement No. 220223B (FC) with HDR Engineering, Inc., increasing the maximum from \$10,862,062 to a new total of \$17,846,772 (Fiscal Impact: \$6,984,710 Expense, Flood Project; Budgeted; Discretionary) [25-1390](#)

Attachments: [Agreement](#)

9. PUBLIC HEARINGS

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

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

13. CLOSED SESSION

- A.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1334](#)
(Government Code section 54956.8)
Properties: APN 044-301-026
Negotiating Party: Richard Thomasser, Flood District Manager,
Gracia, David T. & Leslie Ann
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Gracia, David T. & Leslie Ann
Napa Superior Court Case No. 25CV000993

B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1336](#)

(Government Code section 54956.8)

Properties: APN 044-204-003

Negotiating Party: Richard Thomasser, Flood District Manager, California
Vacation Holdings Group, LLC Under Negotiation:

Price/Terms/Conditions of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of case: California Vacation Club, a California nonprofit mutual
benefit corporation, v. Napa County Flood Control and Water
Conservation District and California Vacation Holdings Group, LLC, a
Florida limited liability company, and DOES 1 through 10, inclusive. Case
No. 24CV001395. First Amended Verified Complaint for: (1) Breach of
Governing Documents, (2) Preliminary and Permanent Injunctions, and (3)
Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of Case: Napa County Flood Control and Water Conservation
District v. California Vacation Holdings Group LLC, et al. Napa Superior
Court Case No. 25CV000695

C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1337](#)

(Government Code section 54956.8)

Properties: APN 044-220-004

Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E
Murray et al.

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.
Suzanne E Murray et al.

Napa Superior Court Case No. 24CV002128

- D.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1338](#)
(Government Code section 54956.8)
Properties: APN 044-220-008
Negotiating Party: Richard Thomasser, Flood District Manager, 505
Lincoln Avenue Napa LLC
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
505 Lincoln Avenue Napa LLC
Napa Superior Court Case No. 24CV002125

- E.** CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1339](#)
(Government Code section 54956.8)
Properties: APN 044-230-006
Negotiating Party: Richard Thomasser, Flood District Manager
Mark Anthony Grassi & Jami Lee Tr
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v. Mark
Anthony Grassi and Jami Lee Grassi, Trustees Of The 1992 Grassi F et al
Napa Superior Court Case No. 24CV002146

14. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, SEPTEMBER 16, 2025
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, AUGUST 8, 2025 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.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-956

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

RECOMMENDATION

Approve minutes from the July 15, 2025 meeting.

BACKGROUND

Clerk of the Board/Secretary of the District Board requests approval of minutes from the July 15, 2025 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

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

Tuesday, July 15, 2025

9:00 AM

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

1. CALL TO ORDER; ROLL CALL

Present: Chairperson Joelle Gallagher, Vice-Chairperson Scott Sedgley, Directors Liz Alessio, Anne Cottrell, Christopher DeNatale, Paul Dohring, Irais Lopez-Ortega, Amber Manfree, Marjorie Mohler, Belia Ramos and Pierre Washington. The meeting was called to order by Chairperson Joelle Gallagher.

2. PLEDGE OF ALLEGIANCE

Chair Joelle Gallagher led the assembly in the Pledge of Allegiance.

3. APPROVAL OF MINUTES

A. Approve minutes from the June 10, 2025 meeting.

[25-955](#)

Motion Text: Approve the Minutes.

Voting Yes: Alessio, Lopez-Ortega, Cottrell, DeNatale, Dohring, Manfree, Mohler, Ramos, Sedgley, Washington, and Gallagher

Voting No: None

Recusals: None

Result: Passed

4. PRESENTATIONS AND COMMENDATIONS

None

5. CONSENT ITEMS

Motion Text: Approve the Consent Calendar.
Voting Yes: Cottrell, Mohler, Alessio, Lopez-Ortega,
DeNatale, Dohring, Manfree, Ramos, Sedgley,
Washington, and Gallagher
Voting No: None
Recusals: None
Result: Passed

- A. Approve and authorize Amendment No. 1 to Agreement No. 230230B (FC) with Ronald C. Critchley, extending the term to June 30, 2026, for a new maximum compensation of \$250,000 to provide specialized services to the District. (Fiscal Impact: \$250,000 Expense, Flood District - Flood Project, Budgeted; Discretionary) [25-819](#)

Enactment No: A-230230B (FC) Amend. 1

- B. Approve and authorize Agreement No. 260058B (FC) with Benchmark Civil Construction. Inc. for an annual maximum of \$159,470 for services pertaining to sediment removal from the Napa Creek bypass culverts. (Fiscal Impact: \$159,470 Expense; Flood District Fund; Budgeted; Discretionary) [25-1117](#)

Enactment No: A-260058B (FC)

- C. Approve a Budget Amendment to increase appropriations for Flood Project Maintenance - Measure A to fund maintenance charges for the Flood Project for Fiscal Year 2024-25. (Fiscal Impact \$125,000 Expense; Flood District Fund; Not Budgeted; Discretionary) [25-1149](#)
[4/5 vote required]

(CONTINUED FROM JUNE 10, 2025)

- D. Approve and authorize Amendment No. 4 to Agreement No. 220223B (FC) with HDR Engineering, Inc., increasing the maximum from \$8,480,351 to a new total of \$10,862,062. (Fiscal Impact: \$2,381,711 Expense, Flood Project; Budgeted; Discretionary) [25-1195](#)

Enactment No A-220223B (FC) Amend. 4

- E. Approve and authorize Amendment No. 2 to Agreement No. 230184B (FC) with Miller Starr Regalia, increasing the maximum amount from \$700,000 to a new total of \$980,000. (Fiscal Impact: \$280,000 Expense, Flood Project Budget, Budgeted; Discretionary) [25-1226](#)

Enactment No: A-230184B (FC) Amend. 2

6. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT CALENDAR

None

7. PUBLIC COMMENT

None

8. ADMINISTRATIVE ITEMS

[25-1067](#)

- A. Receive an update on the Phase II Stormwater National Pollutant Discharge Elimination System permit renewal. (No Fiscal Impact)

Stormwater Program Manager Jeff Skinner made presentation.

Discussion held.

9. PUBLIC HEARINGS

[25-1150](#)

- A. PUBLIC HEARING - Napa County Flood Control and Water Conservation District Budgets

Adopt a Resolution with respect to the proposed Napa County Flood Control and Water Conservation District Fiscal Year 2025-26 budgets continued from May 27, 2025, Public Hearing. (Fiscal Impact: \$65,776,866 Expense; Napa County Flood Control District; Discretionary)
[14 affirmative votes required]

(CONTINUED FROM JUNE 10, 2025)

Chair Joelle Gallagher opened the public hearing.

District Manager Richard Thomasser made presentation.

Flood District Supervising Staff Services Analyst Sarah Geiss made presentation.

Chair Joelle Gallagher closed the public hearing.

Discussion held.

Motion Text: Adopt the Resolution.

Voting Yes: Alessio, Lopez-Ortega, Cottrell, DeNatale, Dohring, Manfree, Mohler, Ramos, Sedgley, Washington, and Gallagher

Voting No: None

Recusals: None

Result: Passed

Enactment No: R-2025-11 (FC)

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

District Manager Richard Thomasser reported the 100% design of the Floodwalls North of the Bypass Project have been backchecked by the U.S. Army Corps of Engineers and have been approved by several organizations, including a Safety and Reliability Panel made up of five outside experts. The Design Recommendations Report is complete and will be signed by the District Commander and will then be sent to Headquarters for the Assistant Secretary of the Army's signature. The Corps is finalizing the National Environmental Policy Act (NEPA) document, and the draft Finding of No Significant Impact (FONSI) document is ready to be sent to Headquarters for signature. The District expects to receive the final Project Cooperation Agreement (PCA) to be reviewed by counsel and staff in time to be presented to the Board at their meeting on September 16, 2025. The Corps has also expressed interest in a ceremonial joint signing of the PCA with details to follow. Lastly, all real estate acquisitions are targeted to be completed by the end of September followed by the advertising of bids and the award of the construction contract towards the end of the calendar year. Construction is estimated to begin in early 2026.

11. BOARD OF DIRECTORS REPORTS AND ANNOUNCEMENTS

Director Amber Manfree reported the San Francisco Bay Restoration Authority is advertising for Requests for Proposals (RFPs) for round nine of their funding for restoration and projects that apply to any title area on the edges of waterways. The Authority recently awarded \$1.2 million to the City of American Canyon for wetlands restoration and recreational access to raise 1.2 miles of the Bay Trail to be above sea level rise. Director Manfree also reported the North Bay Watershed Association has opened up their Small Grants and Scholarship Program for qualifying projects with additional information in their July 11, 2025 meeting materials.

12. BOARD OF DIRECTORS FUTURE AGENDA ITEMS

None

13. CLOSED SESSION

A. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

[25-1204](#)

(Government Code section 54956.8)

Properties: APN 044-301-026

Negotiating Party: Richard Thomasser, Flood District Manager,
Gracia, David T. & Leslie Ann

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Gracia, David T. & Leslie Ann

Napa Superior Court Case No. 25CV000993

Closed Session held. No reportable action.

- B. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1205](#)
(Government Code section 54956.8) Properties: APN 044-301-029
Negotiating Party: Richard Thomasser, Flood District Manager,
Allan Nicholson and Connie Lee
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Allan Nicholson and Connie Lee
Napa Superior Court Case No. 25CV000823

Closed Session held. No reportable action.

- C. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1206](#)
(Government Code section 54956.8) Properties: APN 044-204-003
Negotiating Party: Richard Thomasser, Flood District Manager, California
Vacation Holdings Group, LLC Under Negotiation: Price/Terms/Conditions
of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Name of case: California Vacation Club, a California nonprofit mutual
benefit corporation, v. Napa County Flood Control and Water Conservation
District and California Vacation Holdings Group, LLC, a Florida limited
liability company, and DOES 1 through 10, inclusive. Case No.
24CV001395. First Amended Verified Complaint for: (1) Breach of
Governing Documents, (2) Preliminary and Permanent Injunctions, and (3)
Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Name of Case: Napa County Flood Control and Water Conservation District
v. California Vacation Holdings Group LLC, et al. Napa Superior Court
Case No. 25CV000695

Closed Session held. No reportable action.

D. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1207](#)

(Government Code section 54956.8) Properties: APN 044-220-004
Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E Murray et al.
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
Suzanne E Murray et al.
Napa Superior Court Case No. 24CV002128

Closed Session held. No reportable action.

E. CONFERENCE WITH REAL PROPERTY NEGOTIATOR [25-1208](#)

(Government Code section 54956.8) Properties: APN 044-220-008
Negotiating Party: Richard Thomasser, Flood District Manager, 505 Lincoln Avenue Napa LLC
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v.
505 Lincoln Avenue Napa LLC
Napa Superior Court Case No. 24CV002125

Closed Session held. No reportable action.

F. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8) Properties: APN 044-230-006
Negotiating Party: Richard Thomasser, Flood District Manager,
Mark Anthony Grassi & Jami Lee Tr
Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION [25-1209](#)

(Government Code section 54956.9(d)(1))
Napa County Flood Control and Water Conservation District v. Mark
Anthony Grassi and Jami Lee Grassi, Trustees Of The 1992 Grassi F et al
Napa Superior Court Case No. 24CV002146

Closed Session held. No reportable action.

14. ADJOURNMENT

**ADJOURN TO THE NAPA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT REGULAR MEETING, TUESDAY, AUGUST 12, 2025
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.countyofnapa.org
Main: (707) 253-4580

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-674

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Approve Purchase and Sale Agreement No. 250245B (FC)

RECOMMENDATION

Approve and authorize Purchase and Sale Agreement No. 250245B (FC) for the acquisition of one Partial Fee Simple Interest, one Flood Protection Levee Easement, one Public Water Utility Easement and one Temporary Construction Easement on property located in Napa, California (APN 044-320-059), owned by River Glen Homeowners Association, a Non-profit corporation, at a price of \$120,000 and authorize the District Manager or District Engineer to sign related real estate documents on behalf of the District. (Fiscal Impact: \$120,000 Expense; Flood Project; Budgeted; Discretionary)

BACKGROUND

The Napa River/Napa Creek Flood Protection Project covers 6.9 miles of the Napa River, as well as 0.6 miles of the Napa Creek. Components of this project include widening the river channel through the creation of both marsh plain and floodplain terraces adjacent to the river, replacing several bridges, including the railroad bridge over the Napa River, and the creation of a bypass channel through downtown Napa. The overall project required the acquisition of property interests on approximately 300 parcels of land.

The Floodwalls North of the Bypass Project (Project), the next phase of the larger Napa River/Napa Creek Flood Protection Project, extends approximately 1 mile along the west bank of the Napa River from the River Terrace Inn on the south end to the Elks Grove Townhomes to the north. Major components of the Project include a setback concrete or sheet pile floodwall along the bank of the river, improved scour protection under the Lincoln Ave bridge, completing the floodwall on the north side of the dry bypass channel, and construction of a public trail south of Lincoln Avenue that will connect the existing Napa River trail to the Oxbow Commons including a new pedestrian crossing of Lincoln Avenue. This phase of the Project requires acquisition of easements or fee title on approximately 45 parcels in the City of Napa.

The subject of this item, the required property rights proposed for acquisition in Napa, California, APN 044-320-059, comprise a 28,672 SF Partial Fee Simple Interest, a 12,123 SF Flood Protection Levee Easement, a 1,664 SF Public Water Utility Easement and a 30,796 SF Temporary Construction Easement. Improvements in

the acquisition area include landscaping, paving and fencing. These improvements will be replaced in kind, or an offer for the market value of the improvements will be offered to the property owner. Staff requests consideration and approval of and authority for the District Board chair to sign the Purchase and Sale Agreement in the amount of \$120,000 for acquisition of the above real estate interests on the subject property for the Project. Additionally, staff requests that the District Manager be authorized to sign related real estate documents on behalf of the District.

Requested Actions:

1. Approve and authorize Purchase and Sale Agreement No. 250245B (FC) with River Glen HOA
2. Authorize the District Manager or District Engineer to sign related estate documents on behalf of the District.

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
Is the general fund affected?	No
Future fiscal impact:	All property acquisitions are part of the Project's annual budget.
Consequences if not approved:	Delays in beginning construction which could lead to increase in costs that are not included in the budget, loss of allocated federal funds, or increased flood risk in the City of Napa.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Acquisition of the Subject Property is part of the Napa River/Napa Creek Flood Protection Project and was included in the Final Environmental Impact Report (FEIR) for the Project that was certified by the District on May 4, 1999, for which a Notice of Determination was filed on May 7, 1999. The Final Supplemental Environmental Impact Statement (FSEIS) for the Project was certified by the USACE in its Record of Decision filed on June 9, 1999. On April 2, 2009, the City of Napa determined that the Napa River/Napa Creek Flood Protection Project is consistent with the City's General Plan Envision Napa 2020. On March 25, 2025, after a 45-day public review and response to comments, the District Board certified the Final Subsequent Environmental Impact Report for the Floodwalls North of the Bypass Project which addressed changes to the original design in some areas within the footprint of that project.

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

PURCHASE AND SALE AGREEMENT 250245 B (FC)

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is entered into as of the _____ day of _____, 2025 ("Effective Date"), by and between **RIVER GLEN HOMEOWNERS ASSOCIATION, A CALIFORNIA NON-PROFIT MUTUAL BENEFIT CORPORATION** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, A SPECIAL DISTRICT OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE").

RECITALS

WHEREAS, GRANTOR owns certain real property, including all improvements located thereon, located in the County of Napa, State of California, and more particularly known as Assessor's Parcel Number: 044-320-059 on the Napa County Assessor's Maps in effect on the date first above written; and

WHEREAS, in conjunction with the construction of the Napa River Napa Creek Flood Protection Project located in the County of Napa (hereinafter referred to as the "PROJECT") GRANTEE desires to purchase and GRANTOR is willing to sell and convey to GRANTEE for the price and under the terms and conditions specified herein, a fee simple interest, a flood protection levee easement, a public water utility easement, and a temporary construction easement, as identified in the attached Exhibits A, B, C, and D, respectively, included and incorporated herein, over portions of those parts of APN 044-320-059 retained by GRANTOR; all said interests hereinafter referred to as "the Property;" and

WHEREAS, to accomplish the foregoing desires of GRANTEE and GRANTOR, the parties desire to enter into this Agreement for purchase and sale of the Property under the terms and conditions set forth herein below; and

WHEREAS, Grantor and Grantee recognize that the sale of the Property is subject to approval of the Napa County Flood Control and Water Conservation District Board and that this Agreement shall have no force or effect unless and until said Board approval has been obtained, which approval shall be obtained before execution of the Agreement by Grantee.

TERMS

NOW, THEREFORE, in consideration of the promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GRANTEE and GRANTOR agree as follows:

ARTICLE 1 PURCHASE

1.1. **Sale and Conveyance.** Grantor shall sell to Grantee and Grantee shall purchase from Grantor the Property upon the terms and conditions set forth in Articles 2 and 3 hereof.

ARTICLE 2 PURCHASE PRICE

2.1. **Purchase Price.** The purchase price ("Purchase Price") for the Property shall be **ONE HUNDRED AND TWENTY THOUSAND DOLLARS AND NO CENTS (\$120,000.00).**

2.2. **Payment of Purchase Price.** The purchase price shall be payable all in cash upon close of Escrow (as defined below) in accordance with Section 4.2.

ARTICLE 3 CONDITIONS TO PURCHASE AND SALE

3.1. **Conditions Precedent to Purchase and Sale.** The obligation of Grantee to purchase and Grantor to sell the Property is expressly conditioned upon the satisfaction, prior to Closing, of each of the conditions set forth in this Section 3.1 (the "Conditions Precedent").

3.1.1 **Title.** Grantee has obtained a preliminary title report dated August 11, 2023, from First American Title Company (the "Title Report"), a copy of which is attached hereto as Exhibit E. Grantee acknowledges and agrees that all of the exceptions are approved by Grantee (the "Approved Exceptions"). All Disapproved Exceptions shall be removed from title to the Property at or before Closing.

3.1.2 **Execution of Deeds.** Grantor shall be ready, willing and able to convey title to the Property by executing the Grant Deed in the form of Exhibit A (the "Grant Deed"), Flood Protection Levee Easement Deed in the form of Exhibit B (the "Flood Protection Deed") the Public Water Utility Easement in the form of Exhibit C (the "Public Water Utility Easement Deed") and the Grant of Temporary Construction Easement ("TCE") in the form attached hereto as Exhibit D (collectively, the "Deeds"), all subject only to the Approved Exceptions.

3.1.3 **Deposit of Deeds.** Grantor shall have deposited into Escrow (as defined below) the Deeds identified in Section 3.1.2.as provided for in Section 4.1.1, conveying title to the Property (subject to the Approved Exceptions) to the Grantee.

3.1.4 **Title Insurance.** The Title Company shall be prepared to issue an ALTA Standard Owner Policy of Title Insurance in the amount of the purchase price insuring title to the Property interests vested in Grantee subject only to the Approved Exceptions (the "Title Policy").

3.1.5 **Certificate of Acceptance.** Grantee has obtained a resolution of the District Board authorizing recordation of the Deeds and has deposited properly executed Certificates of Acceptance into Escrow.

3.1.6 **No Breach.** There shall be no material breach of any of Grantor's representations, warranties, or covenants set forth in Article 5.

3.1.7 **Documentary Deposit.** Grantor and Grantee shall have each deposited into Escrow all materials required to be deposited under Article 4.

3.2. **Grantee's Remedies.**

3.2.1 **Conditions Precedent.** If any of the foregoing Conditions Precedent which inure to the benefit of Grantee are not satisfied, Grantee shall have the right either to waive the condition in question and proceed with the purchase of the Property pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any money deposited into Escrow by Grantee shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation, or liability set forth herein expressly survives termination of this Agreement.

3.2.2 **Default.** If Grantor fails to perform any of its obligations or is otherwise in default under this Agreement, Grantee shall have the right to give notice to Grantor specifically setting forth the nature of said failure and stating that Grantor shall have a period of ten (10) calendar days to cure such failure. If Grantor has not cured such failure within such period (or, if such failure is not capable of being cured within ten (10) calendar days), Grantor either has not commenced in good faith the curing of such failure within such period or does not diligently thereafter complete such cure prior to the Closing Date, as may be extended under the terms of this Agreement, Grantee's sole and exclusive remedy shall be one of the following:

(a) **Waiver.** Waive such failure and proceed to the Closing pursuant to all of the other terms of this Agreement; or

(b) **Terminate.** Grantee may terminate this Agreement by notice to Grantor and Escrow Agent to that effect. Nothing herein shall be deemed a waiver by Grantee of its right or ability to exercise its power of eminent domain to acquire the Property after a termination of this Agreement.

3.3. **Grantor's Remedies.**

3.3.1 **Conditions Precedent.** If any of the foregoing Conditions Precedent which inure to the benefit of Grantor are not satisfied, Grantor shall have the right to either waive the condition in question and proceed with the sale of the Property pursuant to all of the other terms of this Agreement, or, in the alternative, to terminate this Agreement and any amounts deposited into Escrow shall be returned to Grantee, and thereafter neither party shall have any further rights, obligations, or liabilities hereunder except to the extent that any right, obligation or liability set forth herein expressly survives termination of this Agreement.

ARTICLE 4 CLOSING AND ESCROW

4.1. **Deposits into Escrow.** Grantee has established an escrow (the "Escrow") with Fidelity National Title, 1319 First Street, 2nd Floor, Napa, CA 94559 hereinafter referred to as "Title Company" or "Escrow Agent" for the account of the GRANTOR, Escrow No. FSNX-7012500663. A copy of this Agreement, duly executed by both parties, shall be promptly deposited therein. Subject to Section 4.2.2 below, this Agreement shall serve as a summary for escrow instructions to Escrow Agent, as escrow holder, for consummation of the purchase and

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

sale contemplated hereby. Prior to or on the Closing Date, the Parties shall deposit the following into the Escrow:

4.1.1. **Grantor**. Grantor shall deposit the following into Escrow:

- (a) The Grant Deed, fully executed and suitable for recordation;
- (b) The Flood Protection Levee Easement Deed, fully executed and suitable for recordation;
- (c) The Public Water Utility Easement Deed, fully executed and suitable for recordation;
- (d) The Temporary Construction Easement Deed, fully executed and suitable for recordation;
- (e) If required by the Escrow Agent, a FIRPTA Affidavit stating Grantor's U.S. taxpayer identification number and that the Grantor is a "United States person" as defined by Internal Revenue Code sections 1445(f)(3) and 7701(b); and
- (f) Such other documents and instruments as may be required by other provisions of this Agreement or may be reasonably required by Escrow Agent or otherwise to carry out the terms and intent of this Agreement.

4.1.2 **Grantee**. Grantee shall deposit the following into Escrow:

- (a) Cash or immediately available funds in the amount of the Purchase Price together with such additional cash in the amount necessary to pay Grantee's share of closing costs and prorations, as hereinafter set forth;
 - (b) Executed Certificates of Acceptance for each of the four Deeds;
- and
- (c) Such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required by Escrow Agent or otherwise to carry out the term and intent of this Agreement.

4.2. **Close of Escrow**.

4.2.1 **Closing Date**. Escrow shall close on or before the ninetieth (90th) day following execution of this Agreement by Grantee or upon such other date as is mutually agreed upon by Grantee and Grantor (the "Closing Date").

4.2.2 **Closing of Escrow**. When the Conditions Precedent listed in Section 3.1 have been satisfied or waived by Grantee and Grantor and Escrow Agent has received all necessary cash and documents and is in a position to issue the Title Policy, as provided in Section 3.1.4, Escrow Agent shall immediately close Escrow as provided below (the "Closing"). The parties to this Agreement shall cooperate with each other and the Escrow Agent in preparing

and executing such further documents (including further escrow instructions) as may be reasonably necessary to close Escrow as contemplated by this Agreement; provided however, that in the event of any conflict between the provisions of this Agreement and any such further documents or escrow instructions, the terms of this Agreement shall control.

4.2.3 **Procedure.** Escrow Agent shall close Escrow as follows:

4.2.3.1 **Record Deeds.** Date and record the Grant Deed, the Flood Protection Levee Easement Deed, the Public Water Utility Easement Deed and the Temporary Construction Easement Deed, all in the Official Records of Napa County.

4.2.3.2 **Deliver Copies of Deeds.** Deliver one (1) certified copy of each recorded Deed to Grantor and Grantee.

4.2.3.3 **Pay to Grantor.** Pay to Grantor the funds in Escrow equal to the Purchase Price, reduced only by Grantor's share of prorations, as hereinafter set forth in Section 4.2.4 below.

4.2.3.4 **Deliver Title Policy.** Deliver the Title Policy to Grantee.

4.2.3.5 **Closing Statement.** Prepare and deliver to Grantee and Grantor one signed copy of the Escrow Agent's closing statement showing all receipts and disbursements of the Escrow.

4.2.4 **Closing Costs and Prorations.**

4.2.4.1 **Closing Costs.** Grantee and Grantor shall each pay its own attorneys' fees in connection with negotiating this Agreement and closing the Escrow. Grantee shall pay recording costs, if any, Escrow fees, the title insurance premium, and any documentary transfer taxes.

4.2.4.2 **Prorations.** All non-delinquent real estate taxes and assessments on the Property shall be prorated as of the Closing Date.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

5.1. **Grantor's Representations and Warranties.** Grantor represents and warrants to Grantee that the following matters are true and correct in all material respects as of the execution of this Agreement and will also be true and correct in all material respects as of the Closing:

5.1.1 **Authority to Sign.** Grantor and the signatories for Grantor represent and warrant that Grantor's signatories to this Agreement are authorized to enter into this Agreement and that no other authorizations are required to implement this Agreement on behalf of Grantor. The parties agree that written evidence of such authorization shall be submitted by each party to the other party prior to the close of escrow;

5.1.2 No Violation of Agreement; Litigation. Neither the execution, delivery or performance of this Agreement by Grantor will result in the breach of any terms, conditions, or provisions of, or conflict with or constitute a default under the terms of any indenture, deed to secure debt, mortgage, deed of trust, note, evidence of indebtedness, or any other agreement or instrument by which Grantor or the Property is bound. Grantor has no knowledge of any pending or threatened litigation, actions, applications, orders, protests, proceedings, or complaints against or affecting title to the Property or Grantor's interest therein;

5.1.3 Compliance with Laws. Grantor has received no written notice alleging violations of any federal, state, or municipal laws or ordinances with regard to any portion of the Property;

5.1.4 Hazardous Materials. Grantor has received no notice alleging the presence of, nor does Grantor have any knowledge of the presence of any Hazardous Materials on, under or about the Property. The term "Hazardous Materials" means any hazardous or toxic material, substance, irritant, chemical or waste, which is (A) defined, classified, designated, listed or otherwise considered under any environmental law as a "hazardous waste," "hazardous substance," "hazardous material," "extremely hazardous waste," "acutely hazardous waste," "radioactive waste," "biohazardous waste," "pollutant," "toxic pollutant," "contaminant," "restricted hazardous waste," "infectious waste," "toxic substance," or any other term or expression intended to define, list, regulate or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment, (B) toxic, ignitable, corrosive, reactive, explosive, flammable, infectious, radioactive, carcinogenic, or mutagenic, and which is or becomes regulated by any local, state or federal governmental authority, (C) asbestos and asbestos containing materials, (D) an oil, petroleum, petroleum based product or petroleum additive, derived substance or breakdown product, (E) urea formaldehyde foam insulation, (F) polychlorinated biphenyls (PCBs), (G) freon and other chlorofluorocarbons, (H) any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources, (I) lead-based paint, and (J) mold, rot, fungi and bacterial matter, and (K) Per- and Polyfluoroalkyl substances (PFAs).

5.1.5 Existing Lease. To Grantor's knowledge, there are no leases, subleases, occupancies, tenancies, or licenses in effect pertaining to the Property, or any portion thereof, which will be binding upon Grantee after Closing and no person has any possessory interest in the Property or right to acquire all or any part of the Property.

5.1.6 Grantor Not a Foreign Person. Grantor is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.

5.1.7. Right of Possession. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Property by the Grantee, including the right to remove and dispose of improvements, commences on the date when the amount identified in Paragraph 2.1 herein is deposited into the escrow controlling this transaction,. The amount shown in Paragraph 2.1 herein, includes, but is not limited to, full payment for such possession and use, including damages, if any, from and after said date. In the event the TCE has a start date that is different from the date that funds are

deposited into the escrow controlling this transaction, then the start date for the TCE specifically will apply as to right of possession for the area described in the TCE.

5.2. Grantee's Representations

5.2.1. Grantee will provide reasonable notice to Grantor, or where applicable and upon written notice to Grantor, of the desire to access to the Property for the purposes of performance of the Project and planned maintenance of the easements granted herein. The specific noticing periods will be pursuant to the Flood Operations Plan. However, in the case of emergency, nothing herein shall prevent Grantee from making immediate entry without notice. Grantee will make all efforts reasonably possible to provide notice of the desire to make emergency access.

5.2.2. In accordance with the obligations herein, Grantee shall be responsible for maintaining all flood related appurtenances installed by Grantee within the Flood Protection Levee Easement area on the Property, including but not limited to the flood wall, maintenance road, and gates at the boundaries of Grantor's Property.

5.2.3. Grantee, and its successors and assigns, shall indemnify, defend and hold harmless Grantor, and its successors and assigns, from any claims, liabilities, damages, and costs (including attorneys' fees and costs) arising out of Grantee's, and its successors and assigns', operations and use of the Property. Grantee further assumes responsibility for any damages proximately caused by reason of Grantee's operations and use of the Property set forth in the Deeds pursuant hereto, and Grantee will either repair or pay for such damages. The obligations and responsibilities of Grantee pursuant to this Section 5.2.2. shall survive the recording of the Deeds and attach to its successors and assigns.

5.2.4. Grantee will promptly notify the City of Napa when construction of the Project is complete and the existing easements on the Property are no longer necessary and are to be abandoned, specifically the waterline and maintenance and drainage easements, at which time the City of Napa is to then quitclaim those interests to Grantor.

5.2.5. All work performed by Grantee in the easement areas shall conform to applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work, and in compliance with the approved plans and environmental documentation for the Project, and shall be done in a good and workmanlike manner.

ARTICLE 6 GENERAL PROVISIONS

6.1. **Federal Compliance.** The parties to this contract shall, pursuant to Title 49, Code of Federal Regulations, Section 21.7 (a), comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and 28 C.F.R Section 50.3. Further, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from

participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity that is the subject of this Agreement.

6.2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. The performance of this Agreement constitutes the entire consideration for the conveyance of the Property and shall relieve Grantee and Grantor of all further obligations or claims on this account or on account of the location, grade or operation of the PROJECT as designed.

6.3. **Legal Advice.** Grantor has been afforded the opportunity to seek independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the sole source of the language in question.

6.4. **Further Assurances.** The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

6.5. **Gender, Number.** As used herein, the singular shall include the plural and the masculine shall include the feminine and nonbinary, wherever the context so requires.

6.6. **Governing Law; Venue.** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. Venue for any legal proceeding brought under this Agreement shall be in Napa County Superior Court.

6.7. **Headings.** The captions and paragraph and subparagraph headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit, or affect the construction or interpretation of any term or provision hereof.

6.8. **Modification, Waiver.** No modification, waiver, amendment, or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

6.9. **No Other Inducement.** The making, execution, and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties, or agreements other than those expressed herein.

6.10. **Severability.** If any term, provision, covenant, or condition of this Agreement is held to be invalid, void, or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall be severable and shall not be affected thereby, and each of the remaining terms, provisions, covenants, or conditions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6.11. **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

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

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representatives, successors, and assigns. Neither party shall assign their rights or obligations under to this Agreement without providing prior written notice to the other party.

6.12. **Waiver.** The waiver by one party of the performance of any term, provision, covenant, or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant, or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant, or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

6.13. **Attorneys' Fees.** Should any arbitration, litigation, or proceeding be commenced between the parties to this Agreement concerning the sale or the rights or duties of the parties in relation thereto, the party prevailing in such arbitration, litigation, or proceeding shall be entitled, in addition to such other relief as may be provided by this Agreement, to a reasonable sum as and for attorneys' fees and costs in such arbitration, litigation, or proceeding, or in a separate action brought for that purpose. Litigation shall be brought in the Superior Court of California, County of Napa, a Unified Court.

6.14. **Notices.** All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of delivery if served personally on the party to whom notice is to be given, or if mailed, five (5) days after mailing by first class mail, registered or certified mail, postage prepaid, and properly addressed as follows. Any party may change its address for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

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

GRANTOR: River Glen Homeowners Association
C/O Associa Northern California
7901 Stoneridge Dr Ste 207
Pleasanton CA 94588-4530

6.15. **No Real Estate Commissions.** Each party represents and warrants to the other that it has not engaged or dealt with any broker or finder in connection with this transaction, has not acted in a way that would entitle any such brokers or finders to any commission, and it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing representations and warranties where the same is based upon the acts or alleged acts of the indemnifying party.

6.16. **Condition of Property.** After the Effective Date, Grantor shall not subject the Property to any additional liens, exceptions, encumbrances, easements, or rights of way that impact the rights and interests as conveyed in the Deeds without written approval from the Grantee, neither shall Grantor make or permit any material changes or alterations to the Property

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other than necessary or typical maintenance and repairs. Risk of loss prior to Closing shall be borne by Grantor.

6.17. **Electronic, Facsimile, & Counterpart Copies of Agreement Valid and Binding for Preliminary Purpose.** GRANTEE and GRANTOR agree that any electronic or facsimile copy of this Agreement or counterpart copies, including all attachments, signatures, and initials appearing thereon, shall be valid and binding on both parties for purposes of presentation of the Agreement to GRANTEE's governing board for approval, but that all such copies shall be replaced prior to close of escrow by a fully executed original which shall be delivered to and kept in the official records of GRANTEE.

6.18. **Approval of GRANTEE.** GRANTOR understands that this Agreement is subject to the approval of GRANTEE's Board or authorized designee and that this Agreement shall have no force or effect unless and until such approval has been obtained.

6.19. **Counterparts Signature.** This Agreement may be executed in counterparts, each of which shall be an original, but all counterparts shall constitute one agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

GRANTEE:

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

By: _____
JOELLE GALLAGHER,
Chairperson of the Board of Directors

GRANTOR:

RIVER GLEN HOMEOWNERS
ASSOCIATION, A CALIFORNIA NON-
PROFIT MUTUAL BENEFIT
CORPORATION

By: Phyllis Hunt
Name: Phyllis Hunt

Its: President, River Glen
Homeowners Association

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: <u>Shana A. Bagley</u> Deputy District Counsel</p> <p>Date: <u>June 18, 2025</u></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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GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

EXHIBIT A
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***

APN: 044-320-059

Space Above This Line for Recorder's Use

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION

Hereby GRANTS TO

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

The following described real property in the City of Napa, County of Napa, State of California:

LEGAL DESCRIPTION AND MAP ATTACHED HERETO AS EXHIBITS "A" AND "B" AND MADE A PART HEREOF

GRANTOR:

**RIVER GLEN HOMEOWNERS
ASSOCIATION, A NON-PROFIT
CORPORATION**

By: Phyllis Hunt

Name: Phyllis Hunt

Its: President, River Glen
Homeowners Association

Date: July 21, 2025

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this 21st day of July, 2025, before me, M. Bonetti, a Notary Public in and for the State of California, personally appeared Phyllis Hunt 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 the day and year first above written.

[Signature]

NOTARY PUBLIC

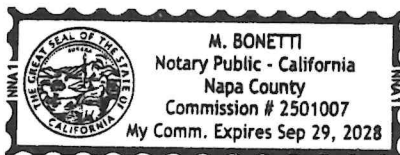


EXHIBIT A
Legal Description

5406
044-320-059 C-1
06-25-2024

FEE AREA

A portion of the Lands of River Glen Homeowners Association, a non-profit corporation, as described in the Grant Deed recorded on August 18, 1981 in Book 1213 of Official Records, page 112 in the office of the Napa County Recorded, State of California, said portion described as follows:

Beginning at the east corner of said Lands of River Glen Homeowners Association; thence along the southeast line of said Lands of River Glen Homeowners Association South $36^{\circ} 07' 47''$ West 68.60 feet; thence leaving said southeast line North $76^{\circ} 18' 04''$ West 5.46 feet thence; North $3^{\circ} 56' 10''$ West 10.49 feet; thence North $76^{\circ} 18' 04''$ West 44.57 feet to the beginning of a curve concave to the northeast having a radius of 325.00 feet; thence 121.74 feet along said curve through a central angle of $21^{\circ} 27' 44''$; thence North $54^{\circ} 50' 20''$ West 162.74 feet; thence North $49^{\circ} 30' 32''$ West 61.91 feet; thence North $41^{\circ} 08' 57''$ West 74.98 feet; thence North $20^{\circ} 28' 50''$ West 112.82 feet thence North $20^{\circ} 00' 12''$ West 66.28 feet to the north line of said Lands of River Glen Homeowners Association; thence along said north line North $89^{\circ} 58' 02''$ East 54.30 feet to the east line of said Land of River Glen Homeowners Association; thence along said east line South $21^{\circ} 25' 40''$ East 30.93 feet; thence South $0^{\circ} 08' 57''$ West 57.29 feet; thence South $34^{\circ} 42' 53''$ East 143.78 feet; thence South $54^{\circ} 58' 03''$ East 150.05 feet; thence South $44^{\circ} 54' 28''$ East 54.03 feet; thence South $75^{\circ} 42' 23''$ East 189.10 feet to the **Point of Beginning**.

Basis of Bearing

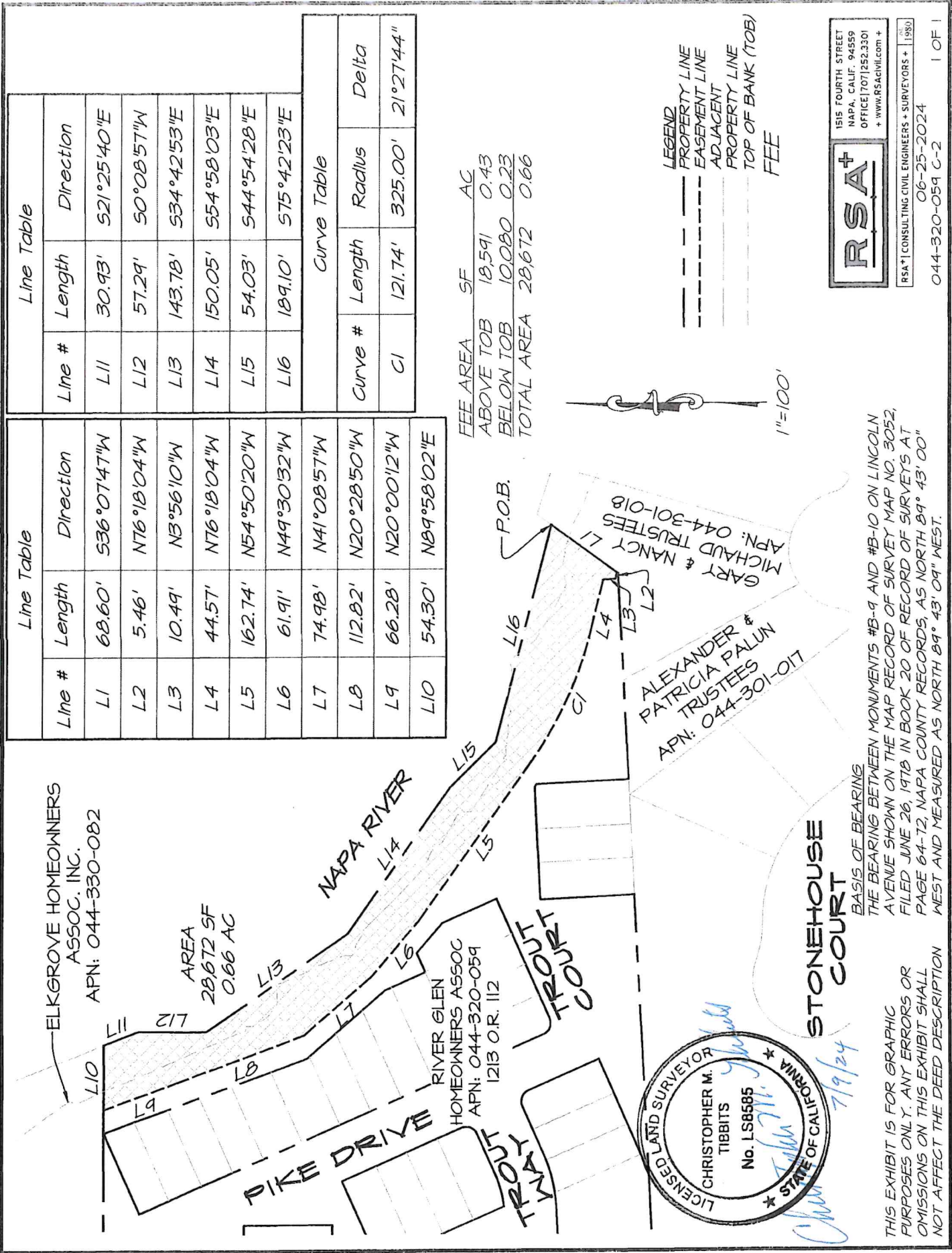
The bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North $89^{\circ} 43' 00''$ West and measured as North $89^{\circ} 43' 09''$ West.

End Description

Area: 28,672 Sq. Ft.
0.66 Ac.



EXHIBIT B**Plat Map**



RSAT

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

RSAT CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980

06-25-2024

044-320-059 C-2

1 OF 1

LICENSED LAND SURVEYOR FOR THE STATE OF CALIFORNIA

CHRISTOPHER M. TIBBITS

No. LS8585

7/9/24

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

STONEHOUSE COURT

THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

CERTIFICATE OF ACCEPTANCE

GRANT DEED (Portion of APN 044-320-059)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Grant Deed from RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, to the NAPA FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 26, 2022 and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD M. THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: Shana A. Bagley
Date: 04/20/2023

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

EXHIBIT B

FLOOD PROTECTION LEVEE EASEMENT 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***

APN: 044-320-059

Space Above This Line for Recorder's Use

FLOOD PROTECTION LEVEE EASEMENT DEED

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, hereinafter referred to as "GRANTOR", hereby GRANT(S) to the **Napa County Flood Control and Water Conservation District, a special district of the State of California**, hereinafter referred to as "GRANTEE", a perpetual and assignable right and easement in the land shown and described in Exhibits "A" and "B" attached hereto and made a part hereof to construct, maintain, repair, operate, patrol and replace flood protection improvements, including all appurtenances thereto; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

The easement granted herein includes incidental rights of maintenance, together with the free right of ingress and egress over, along, upon, in above, through and across the remaining portion of GRANTOR'S property, insofar as such right of ingress and egress is necessary to the proper use of the rights granted herein. In exercising said right of ingress and egress, GRANTEE shall, wherever practical, use existing roads and lanes across lands of GRANTOR, if such there be, and if not, by such route or routes as shall result in the least practicable inconvenience to GRANTOR and any occupants of GRANTOR'S property.

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.

The rights and obligations contained in this Grant of Flood Protection Easement run with and burden the land and are binding on GRANTOR and its successors and assigns, and constitute an easement in gross for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant as of the day and year first written below, and GRANTEE, as of the date set forth next to its signature in the certificate of acceptance, has accepted the grant of Easement made by this Grant.

GRANTOR:

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION

By: Phyllis Hunt

Date: July 21, 2025

Name: Phyllis Hunt

Its: President River Glen HOA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this 21st day of July, 2025, before me, M. Bonetti, a Notary Public in and for the State of California, personally appeared Phyllis Hunt 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 the day and year first above written.



NOTARY PUBLIC

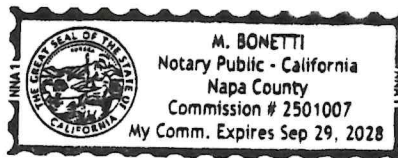


EXHIBIT A**Legal Description**

5406
044-320-059 D-1
06-25-2024

FLOOD PROTECTION LEVEE EASEMENT

A portion of the Lands of River Glen Homeowners Association, a non-profit corporation, as described in the Grant Deed recorded on August 18, 1981 in Book 1213 of Official Records, page 112 in the office of the Napa County Recorded, State of California, said portion described as follows:

Beginning at the point on the southeast line of said Lands of River Glen Homeowners Association that bears South 36° 07' 47" West 68.60 feet from the east corner of said Lands of River Glen Homeowners Association; thence leaving said southeast line North 76° 18' 04" West 5.46 feet; thence North 3° 56' 10" West 10.49 feet; thence North 76° 18' 04" West 44.57 feet to the beginning of a curve concave to the northeast having a radius of 325.00 feet; thence 121.74 feet along said curve through a central angle of 21° 27' 44"; thence North 54° 50' 20" West 162.74 feet; thence North 49° 30' 32" West 61.91 feet; thence North 41° 08' 57" West 74.98 feet; thence North 20° 17' 44" West 179.09 feet to the north line of said Lands of River Glen Homeowners Association; thence along said north line Course: South 89° 58' 02" West 15.99 feet; thence leaving said north line South 20° 17' 44" East 187.39 feet; thence South 41° 08' 57" East 78.84 feet; thence South 49° 30' 32" East 63.70 feet; thence South 54° 50' 20" East 147.53 feet to the north line of Lot 23 as shown on that certain map entitled "River Glen Townhouses" filed August 19, 1980 in Book 12 of Maps at Page 50-51, Napa County Records, State of California; thence along said north line North 87° 02' 17" West 0.56 feet to the northeast line of said Lot 23; thence along said northeast line South 57° 28' 42" East 2.58 feet to the east line of said Lot 23; thence along said east line South 2° 57' 43" East 0.59 feet; thence leaving said east line South 54° 50' 20" East 12.53 feet to the beginning of a curve concave to the northeast having a radius of 340.00 feet; thence 32.91 feet along said curve through a central angle of 5° 32' 45"; thence South 3° 15' 25" East 5.15 feet; thence South 16° 41' 55" East 36.74 feet; thence South 69° 10' 57" East 17.31 feet; thence North 87° 02' 17" East 21.02 feet; thence South 28° 29' 56" East 3.13 feet to the south line of said Lands of River Glen Homeowners Association; thence North 87° 02' 17" East 90.25 feet; thence North 36° 07' 47" East 1.23 feet to the **Point of Beginning**.

Basis of Bearing

The bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North 89° 43' 00" West and measured as North 89° 43' 09" West.

End Description

Area: 12,123Sq. Ft.
0.28 Ac.



EXHIBIT B**Plat Map**

ELKGROVE HOMEOWNERS
ASSOC., INC.
APN: 044-330-082

RIVER GLEN
HOMEOWNERS ASSOC
APN: 044-320-059
1213 O.R. 112

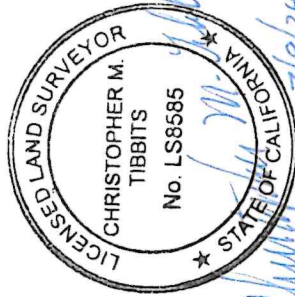
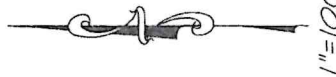
AREA
12,123 SF
0.28 AC

NAPA
RIVER

PIKE DRIVE

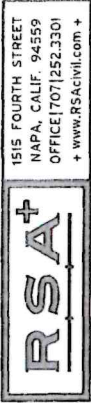
TROUT
COURT

TRAY
TWAY



LEGEND
--- PROPERTY LINE
--- EASEMENT LINE
--- ADJACENT
--- PROPERTY LINE

FLOOD PROTECTION
LEVEE EASEMENT



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

RSAC+ CONSULTING CIVIL ENGINEERS + SURVEYORS +
06-25-2024

044-320-059 D-2

STONEHOUSE
COURT

BASIS OF BEARING

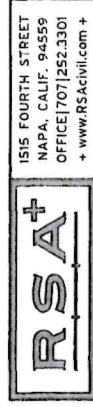
THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN
AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052,
FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT
PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00"
WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

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

Line Table		Line Table		Curve Table		
Line #	Length	Direction	Line #	Length	Direction	Delta
L1	5.46'	N76°18'04"W	L13	0.56'	N87°02'17"E	21°27'44"
L2	10.49'	N3°56'10"W	L14	2.58'	S57°28'42"E	5°32'45"
L3	44.57'	N76°18'04"W	L15	0.59'	S2°57'43"E	
L4	162.74'	N54°50'20"W	L16	12.53'	S54°50'20"E	
L5	61.91'	N49°30'32"W	L17	5.15'	S3°15'25"E	
L6	74.98'	N41°08'57"W	L18	36.74'	S16°41'55"E	
L7	179.09'	N20°17'44"W	L19	17.31'	S69°10'57"E	
L8	15.99'	S89°58'02"W	L20	21.02'	N87°02'17"E	
L9	187.39'	S20°17'44"E	L21	3.13'	S28°29'56"E	
L10	78.84'	S41°08'57"E	L22	90.25'	N87°02'17"E	
L11	63.70'	S49°30'32"E	L23	1.23'	N36°07'47"E	
L12	147.53'	S54°50'20"E				



FLOOD PROTECTION LEVEE EASEMENT



RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + 1980
06-25-2024
044-320-059 D-2 1 OF 1

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

BASIS OF BEARING
THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 09" WEST.

**CERTIFICATE OF ACCEPTANCE
FLOOD PROTECTION LEVEE EASEMENT DEED
(Portion of APN 044-320-059)**

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Flood Protection Levee Easement Deed from RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, to the NAPA FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 26, 2022 and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD M. THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: Shana A. Bagley
Date: 07/28/2023
[PL No. 93166]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this ____ day of _____, 20____, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

EXHIBIT C
PUBLIC WATER UTILITY EASEMENT 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**

APN: 044-320-059

Space Above This Line for Recorder's Use

GRANT OF PUBLIC WATER UTILITY EASEMENT DEED

THIS GRANT OF EASEMENT dated as of _____, 2024, by **RIVER GLEN
HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION** ("Grantor") is conveyed to the
**NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special
District of the State of California** ("Grantee").

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee a 25-ft wide nonexclusive and perpetual easement ("Easement") over, under, within, through and along that certain real property situated in the City of Napa, County of Napa, State of California, shown on Exhibit A attached hereto and incorporated herein by reference ("Easement Area") for public water utility purposes including laying, constructing, repairing, maintaining, operating, rehabilitating, inspecting, installing, replacing, accessing, or taking other similar actions necessary or prudent for the safe operation of existing and future water pipelines, together with any and all above and below ground appurtenances thereto (collectively, "Utilities") together with the right of surface ingress and egress, including service vehicle access, and the right to use the Easement Area for staging during periods of construction, reconstruction, installation, inspection, maintenance, replacement, and removal of the Utilities.
2. Grantor acknowledges and agrees that the Grantee will transfer this Grant of Easement to the City of Napa for the purposes set forth herein, and that upon such transfer, the City of Napa shall succeed to all rights and obligations of and to Grantee hereunder.
3. Grantor shall not undertake or allow any activity, use, or right of passage across or within the Easement Area, or grant any private or public easements over the Easement Area, that will interfere in any manner with the Grantee's use of the Easement Area for the purposes set forth herein without Grantee's prior written consent, including but not limited to filling, excavating, mining, or drilling of any kind, or any change in the topography of the land in any manner within the Easement Area.

4. Grantor shall not install or maintain, or allow to be installed or maintained, any permanent structures, including but not limited to foundations, fences, retaining walls, pools, houses, or signs, within the Easement Area.
5. Grantee and the City of Napa shall have the right to enter upon the Easement Area to keep the Easement Area free and clear of and from any and all debris, including the right to trim and remove or otherwise control any trees and vegetation or portions thereof, which are deemed reasonably necessary for the purpose of maintaining the Easement Area or the Utilities.
6. Grantee and the City of Napa shall not be responsible for replacing or repairing any surface or above-ground improvements within the Easement Area that may be disturbed or damaged as a result of work by the City of Napa, including but not limited to decorative pavement/pavers/concrete, or landscaping, except as set forth herein. Notwithstanding anything to the contrary set forth herein, the City of Napa's sole responsibility for repairing water trenches within the Easement Area is limited to compliance with the City of Napa's then-current water trench detail standard (City Std W-13A as of 2022), as may be amended, excluding asphalt concrete.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant of Easement as of the day and year first above written, and Grantee, as of the date set forth next to its signature, has accepted the Grant of Easement made by this Grant.

GRANTOR:

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION

By: Phyllis Hunt

Date: July 21, 2025

Name: Phyllis Hunt

Its: President River Glen HOA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this 21st day of July, 2024, before me, M. Bonetti, a Notary Public in and for the State of California, personally appeared Phyllis Hunt 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 the day and year first above written.

[Signature]
NOTARY PUBLIC

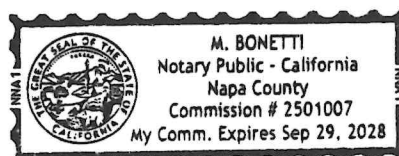


EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

5406
044-320-059 F-1
06-25-2024

PUBLIC WATER UTILITY EASEMENT

A portion of the Lands of River Glen Homeowners Association, a non-profit corporation, as described in the Grant Deed recorded on August 18, 1981 in Book 1213 of Official Records, page 112 in the office of the Napa County Recorded, State of California, said portion described as follows:

Beginning at the east corner of said Lands of River Glen Homeowners Association; thence along the southeast line of said Lands of River Glen Homeowners Association South $36^{\circ} 07' 47''$ West 68.60 feet; thence leaving said southeast line North $76^{\circ} 18' 04''$ West 5.46 feet; thence North $3^{\circ} 56' 10''$ West 10.49 feet; thence North $76^{\circ} 18' 04''$ West 26.19 feet; thence South $86^{\circ} 46' 00''$ West 60.53 feet; thence South $2^{\circ} 57' 43''$ East 20.24 feet to the south line of said Lands of River Glen Homeowners Association; thence along said south line North $87^{\circ} 02' 17''$ East 90.25 feet to said southeast line of said Land of River Glen Homeowners Association; thence along said east line North $36^{\circ} 07' 47''$ East 1.23 feet to the **Point of Beginning**.

Basis of Bearing

The bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North $89^{\circ} 43' 00''$ West and measured as North $89^{\circ} 43' 09''$ West.

End Description

Area: 1,664 Sq. Ft.
0.04 Ac.



EXHIBIT B
MAP OF EASEMENT AREA

ELKGROVE HOMEOWNERS ASSOC. INC.
APN: 044-330-082

PIKE DRIVE

RIVER GLEN HOMEOWNERS ASSOC
APN: 044-320-059
1213 O.R. 112

TROUT COURT

NAPA RIVER

AREA
1664 SF
0.04 AC

ALEXANDER & PATRICIA PALUN TRUSTEES
APN: 044-301-017

GARY & NANCY MICHAUD TRUSTEES
APN: 044-301-018

STONEHOUSE COURT

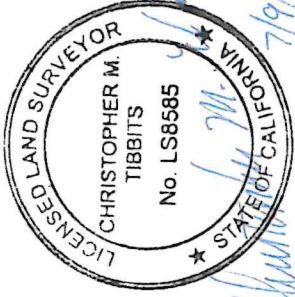
BASIS OF BEARING

THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052, FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00" WEST AND MEASURED AS NORTH 89° 43' 04" WEST.

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

Line Table		
Line #	Length	Direction
L1	5.46'	N76°18'04"W
L2	10.49'	N3°56'10"W
L3	26.19'	N76°18'04"W
L4	60.53'	S86°46'00"W
L5	20.24'	S2°57'43"E
L6	90.25'	N87°02'17"E
L7	1.23'	N36°07'47"E

1"=100'



LEGEND
--- PROPERTY LINE
--- EASEMENT LINE
--- ADJACENT
--- PROPERTY LINE

PUBLIC WATER UTILITY EASEMENT



RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + [1980]
06-25-2024
044-320-059 F-2
1 OF 1

CERTIFICATE OF ACCEPTANCE

PUBLIC WATER UTILITY EASEMENT DEED (Portion of APN 044-320-059)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Public Water Utility Easement Deed RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION, to the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, is hereby accepted by the District Manager or District Engineer per delegation of authority from the District Board on July 26, 2022 and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD M. THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: Shana A. Bagley
Date: 03/12/2024
[PL No. 110851.2]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

PUBLIC WATER UTILITY EASEMENT DEED - 044-320-059

[Doc No 1110851.2]

Page 4

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this ____ day of _____, 2024, before me, _____, a Notary Public in and for the State of California, personally appeared _____ 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 the day and year first above written.

NOTARY PUBLIC

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT 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***

APN: 044-320-059

Space Above This Line for Recorder's Use

TEMPORARY CONSTRUCTION EASEMENT DEED

For good and valuable consideration pursuant to that certain Purchase and Sale Agreement executed by the parties hereto, on or about the date hereof ("AGREEMENT"), the undersigned, **RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION ("GRANTOR")**, hereby grants to the **Napa County Flood Control and Water Conservation District, a special district of the State of California ("GRANTEE")**, and its successors and assigns, a Temporary Construction Easement, over, across, under, and through the real property situated in the County of Napa, State of California, shown and described in Exhibits "A" and "B", attached hereto and made a part hereof ("EASEMENT AREA"), for construction and conformance purposes related to the **Napa River / Napa Creek Flood Protection Project ("PROJECT")**.

GRANTEE's rights under the easement granted hereby shall include, without limitation, the right of GRANTEE, its officers, agents, contractors, and employees, and other governmental agencies responsible for review or construction of any portion of the PROJECT and such agencies' officers, agents, contractors, and employees, to enter upon the EASEMENT AREA with personnel, vehicles, and equipment for construction of the PROJECT, and all other activities related thereto, to remove all improvements, trees, and vegetation thereon that interfere with the purpose for which this easement is granted, to conform the EASEMENT AREA to the PROJECT, and do any and all other actions necessary and appropriate to the construction of the PROJECT. Access and use of portions of the EASEMENT AREA by GRANTOR, its tenants, invitees, and guests will be allowed to the extent that said portion is not being used for PROJECT construction or staging purposes at that time.

If improvements in the EASEMENT AREA are removed pursuant to this Temporary Construction Easement, such improvements will be restored to their original condition or as

close thereto as is feasible, on or before the termination of the Temporary Construction Easement period. In the event GRANTEE determines that restoration of said improvements within the Temporary Construction Easement area is not feasible or practicable, GRANTOR will be compensated for the improvements at a market value determined by GRANTEE.

This Temporary Construction Easement is for a total period of Twelve (12) months, to commence on the START DATE stated in the notice that Grantee delivers to Grantor, fixing the start date of occupation of the EASEMENT AREA and construction of the PROJECT there as identified in the Plans and Specifications for the Floodwalls North of the Bypass Project. The Temporary Construction Easement will terminate twelve (12) months after the START DATE (the "TERM"). In case of unpredictable delays in construction, upon written notification by GRANTEE to GRANTOR, the TERM of the Temporary Construction Easement may be unilaterally extended by GRANTEE for up to an additional twelve (12) months on a monthly basis provided that GRANTEE provides written notice to GRANTOR of such extension prior to the expiration of the original TERM or any monthly extension thereof. Along with its written notice of its exercise of such extension option, GRANTEE shall also deliver to GRANTOR additional compensation in the monthly amount of \$2,256. GRANTEE will give GRANTOR at least thirty (30) days' written notice prior to entering the EASEMENT AREA. In no event shall this Temporary Construction Easement TERM extend beyond the completion of construction, or December 31, 2028, whichever occurs first. At no additional cost to GRANTEE, During the Temporary Construction Easement TERM GRANTEE shall have the right to enter upon GRANTOR's retained property, where necessary, to reconstruct or perform any warranty or conformance works during or after the expiration of the Temporary Construction Easement and any extension thereto and/or the completion of the PROJECT. Said works include conforming driveways, walkways, lawn, landscaped and hardscaped areas, irrigation systems, sidewalks, or any area where reconstruction or warranty work on GRANTOR's retained property is necessary.

All work performed by GRANTEE in the EASEMENT AREA shall conform to applicable building, fire, and sanitary laws, ordinances, and regulations relating to such work and shall be done in a good and workmanlike manner.

GRANTEE agrees to indemnify and hold harmless GRANTOR, and its successors and assigns, from any liability arising out of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, including, to the extent applicable, the release of hazardous substances or hazardous waste on the Temporary Construction Easement area, by GRANTEE or any of its contractors, subcontractors, or invitees in connection with the PROJECT. GRANTEE further agrees to assume responsibility for any damages proximately caused by reason of GRANTEE's negligent operations and use of the Temporary Construction Easement area pursuant hereto, and GRANTEE will, at its option, either repair or pay for such damages.

Within sixty (60) days of the end of the TERM, GRANTEE will execute, acknowledge, and deliver to GRANTOR a quitclaim deed or any other document, in a form reasonably acceptable to GRANTOR, as may be reasonably necessary to confirm the termination of the Temporary Construction Easement granted herein and to eliminate the AGREEMENT and this Temporary Construction Easement as encumbrances on the title of the GRANTOR's real property. The forgoing notwithstanding, a failure by GRANTEE to deliver a quitclaim deed or a failure by GRANTOR to record a quitclaim deed as provided herein shall not be deemed to

extend the term of the Temporary Construction Easement beyond the TERM set forth herein above.

The rights and obligations contained in this Grant of Temporary Construction Easement: (a) run with and burden the land, and are binding on GRANTOR and its successors and assigns, and (b) during the TERM and extensions thereof, constitute an easement in gross for the benefit of GRANTEE and its successors and assigns.

IN WITNESS WHEREOF, GRANTOR(S) has executed and acknowledged this Grant as of the day and year first written below, and GRANTEE, as of the date set forth next to its signature in the certificate of acceptance, has accepted the grant of Easement made by this Grant.

GRANTOR:

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION

By: Phyllis Hunt

Date: July 1, 2025

Name: Phyllis Hunt

Its: President River Glen HOA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this 21st day of July, 2025, before me, M. Bonetti, a
Notary Public in and for the State of California, personally appeared
Phyllis Hunt 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 the day and year first above written.

[Signature]

NOTARY PUBLIC

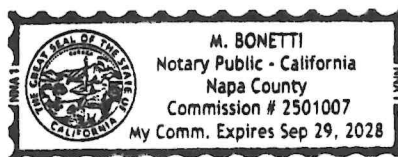


EXHIBIT A**Legal Description**

5406
044-320-059 E-1
06-25-2024

TEMPORARY CONSTRUCTION EASEMENT

A portion of the Lands of River Glen Homeowners Association, a non-profit corporation, as described in the Grant Deed recorded on August 18, 1981 in Book 1213 of Official Records, page 112 in the office of the Napa County Recorded, State of California, said portion described as follows:

Commencing at the east corner of said Lands of River Glen Homeowners Association; thence along the southeast line of said Lands of River Glen Homeowners Association South 36° 07' 47" West 69.83 feet; thence leaving said south line South 87° 02' 17" West 90.25 feet to the **Point of Beginning**; thence North 28° 29' 56" West 3.13 feet; thence South 87° 02' 17" West 21.02 feet; thence North 69° 10' 57" West 17.31 feet; thence North 16° 41' 55" West 36.74 feet; thence North 3° 15' 25" West 5.15 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 340.00 feet; and to which a radial line bears South 29° 36' 55" West; thence northwesterly 32.91 feet along said curve through a central angle of 5° 32' 45"; thence North 54° 50' 20" West 12.53 feet to **Point A**; thence South 2° 57' 43" East 77.41 feet to the south line of said Lands of River Glen Homeowners Association; thence along the south line of said Lands of River Glen Homeowners Association North 87° 02' 17" East 83.65 feet to the **Point of Beginning**.

Togetherwith

Commencing at said **Point A** thence North 54° 50' 20" West 12.70 feet to the **Point of Beginning**; thence South 86° 59' 34" West 60.12 feet to the beginning of a curve concave to the south having a radius of 80.00 feet; thence 29.08 feet along said curve through a central angle of 20° 49' 29"; thence South 66° 10' 05" West 131.29 feet; thence North 24° 05' 09" West 72.91 feet to the beginning of a curve concave to the southwest having a radius of 21.00 feet; thence 32.98 feet along said curve through a central angle of 89° 59' 05"; thence South 65° 55' 47" West 43.73 feet to the beginning of a curve concave to the northwest having a radius of 113.50 feet; thence 42.04 feet along said curve through a central angle of 21° 13' 18"; thence South 87° 09' 04" West 250.25 feet; more or less, to the west line of said Lands of River Glen Homeowners Association; thence along said west line North 0° 03' 41" East 27.03 feet; thence leaving said west line North 87° 09' 04" East 248.87 feet, more or less, to the beginning of a curve concave to the northwest having a radius of 86.50 feet; thence 32.04 feet along said curve through a central angle of 21° 13' 18"; thence North 65° 55' 47" East 37.69 feet to the beginning of a curve concave to the northwest having a radius of 21.00 feet; thence 32.87 feet along said curve through a central angle of 89° 40' 34"; thence North 23° 44' 48" West 242.63 feet; thence North 0° 04' 11" East 69.86 feet to the north line of said Lands of River Glen Homeowners Association; thence along said north line South 88° 58' 02" East 14.50 feet; thence leaving said north line South 0° 04' 11" West 12.42 feet to the beginning of a curve concave to the east having a radius of 100.00 feet; thence 41.79 feet along said curve through a central angle of 23° 56' 33"; thence South 23° 52' 22" East 348.20 feet to the beginning of a curve concave to the northeast having a radius of 20.00 feet; thence 31.40 feet along said curve through a central angle of 89° 57' 33"; thence North 66° 07' 47" East 106.22 feet; thence North 23° 52' 13" West 59.73 feet; thence North 49° 40' 02" West 33.09 feet; thence

5406
044-320-059 E-1
06-25-2024

South 66° 07' 47" West 17.60 feet; thence North 23° 52' 24" West 37.41 feet; thence North 41° 21' 13" West 86.95 feet; thence North 20° 05' 13" West 181.32 feet to the north line of the Lands of River Glen Homeowners Association; thence along said north line of said Lands of River Glen Homeowners Association North 89° 58' 02" East 3.81 feet; thence leaving said north line South 20° 17' 44" East 187.39 feet; thence South 41° 08' 57" East 78.84 feet; thence South 49° 30' 32" East 63.70 feet; thence South 54° 50' 20" East 138.21 feet to said south line of the Lands of River Glen Homeowners Association and **Point A** and the **Point of Beginning**.

Basis of Bearing

The bearing between Monuments #B-9 and #B-10 on Lincoln Avenue shown on the map Record of Survey Map No. 3052, filed June 26, 1978 in Book 20 of Record of Surveys at Page 64-72, Napa County Records, as North 89° 43' 00" West and measured as North 89° 43' 09" West.

End Description

Area: 30,796 Sq. Ft.
0.70 Ac.



EXHIBIT B**Plat Map**

ELKGROVE HOMEOWNERS
ASSOC. INC.
APN: 044-330-082

RIVER GLEN
HOMEOWNERS ASSOC
APN: 044-320-059
1213 O.R. 112

NAPA RIVER

PIKE DRIVE

AREA B
28,062 SF
0.64 AC

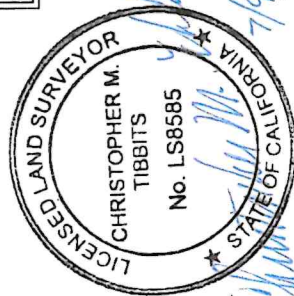
AREA A
2,734 SF
0.06 AC

GARY & NANCY
MICHAUD TRUSTEES
APN: 044-301-018

ALEXANDER &
PATRICIA PALUN
TRUSTEES
APN: 044-301-017

STONEHOUSE
COURT

SEE SHEET 2
FOR DIMENSIONS

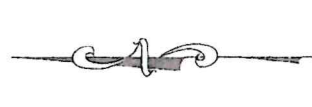


BASIS OF BEARING
THE BEARING BETWEEN MONUMENTS #B-9 AND #B-10 ON LINCOLN
AVENUE SHOWN ON THE MAP RECORD OF SURVEY MAP NO. 3052,
FILED JUNE 26, 1978 IN BOOK 20 OF RECORD OF SURVEYS AT
PAGE 64-72, NAPA COUNTY RECORDS, AS NORTH 89° 43' 00"
WEST AND MEASURED AS NORTH 89° 43' 04" WEST.

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



RSA+ CONSULTING CIVIL ENGINEERS & SURVEYORS + [ORS]
06-25-2024
044-320-059 E-2 1 OF 2



LEGEND
PROPERTY LINE
EASEMENT LINE
ADJACENT
PROPERTY LINE

TEMPORARY
CONSTRUCTION
EASEMENT

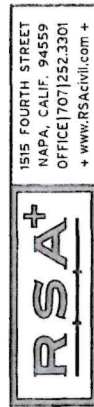
RIVER GLEN DRIVE

Line Table			Line Table			Curve Table			
Line #	Length	Direction	Line #	Length	Direction	Curve #	Length	Radius	Delta
L1	69.83'	S36°07'47"W	L19	37.69'	N65°55'47"E	C1	32.91'	340.00'	5°32'45"
L2	90.25'	S87°02'17"W	L20	242.63'	N23°44'48"W	C2	29.08'	80.00'	20°49'29"
L3	3.13'	N28°29'56"W	L21	69.86'	N0°04'11"E	C3	32.98'	21.00'	89°59'05"
L4	21.02'	S87°02'17"W	L22	14.50'	N89°58'02"E	C4	42.04'	113.50'	21°13'18"
L5	17.31'	N69°10'57"W	L23	12.42'	S0°04'11"W	C5	32.04'	86.50'	21°13'18"
L6	36.74'	N16°41'55"W	L24	348.20'	S23°52'22"E	C6	32.87'	21.00'	89°40'34"
L7	5.15'	N3°15'25"W	L25	106.22'	N66°07'47"E	C7	41.79'	100.00'	23°56'33"
L8	12.53'	N54°50'20"W	L26	59.73'	N23°52'13"W	C8	31.40'	20.00'	89°57'33"
L9	77.41'	S2°57'43"E	L27	33.09'	N49°40'02"W				
L10	83.65'	N87°02'17"E	L28	17.60'	S66°07'47"W				
L11	12.70'	N54°50'20"W	L29	37.41'	N23°52'24"W				
L12	60.12'	S86°59'34"W	L30	86.95'	N41°21'13"W				
L13	131.29'	S66°10'05"W	L31	181.32'	N20°05'13"W				
L14	72.91'	N24°05'09"W	L32	3.81'	N89°58'02"E				
L15	43.73'	S65°55'47"W	L33	187.39'	S20°17'44"E				
L16	250.25'	S87°09'04"W	L34	78.84'	S41°08'57"E				
L17	27.03'	N0°03'41"E	L35	63.70'	S49°30'32"E				
L18	248.87'	N87°09'04"E	L36	138.21'	S54°50'20"E				

(TIE)



TEMPORARY
CONSTRUCTION
EASEMENT



RSA+ CONSULTING CIVIL ENGINEERS + SURVEYORS + [1980]
06-25-2024
044-320-059 E-2

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

CERTIFICATE OF ACCEPTANCE

TEMPORARY CONSTRUCTION EASEMENT DEED (Portion of APN 044-320-059)

Pursuant to California Government Code section 27281, this is to certify that the interest in real property granted by the Temporary Construction Easement Deed from RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION to the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("District"), a special district of the State of California, is hereby accepted by its assignee as ordered by the District Board on July 26, 2022 and the District consents to the recordation thereof by its duly authorized officer.

Date: _____

RICHARD M. THOMASSER
District Manager

APPROVED AS TO FORM:
District Legal Counsel

By: Shana A. Bagley
Date: 07/28/2023
[PL No. 93158.2]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF NAPA

On this ____ day of _____, 20____, before me, _____, a
Notary Public in and for the State of California, personally appeared
_____ 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 the day and year first above written.

NOTARY PUBLIC

GRANTOR: River Glen HOA
Project Name: Napa River Napa Creek Flood Protection Project

APN: 044-320-059

EXHIBIT E
PRELIMINARY TITLE REPORT



FIRST AMERICAN TITLE COMPANY OF NAPA

FIRST LOOK CHECKLIST

Will any of the following situation potentially affect your transaction:

- ☐ Will the principals be using a **POWER OF ATTORNEY**?
- ☐ Are any of the parties in title **INCAPACITATED OR DECEASED**?
- ☐ Has a **CHANGE IN MARITAL STATUS** occurred for any of the principals?
- ☐ Will the property be transferred to a **NEW TRUST, PARTNERSHIP OR CORPORATION**?
- ☐ Do the sellers of the property **RESIDE OUTSIDE OF CALIFORNIA OR THE UNITED STATES**?
- ☐ Have any of the principals **RECENTLY FILED BANKRUPTCY**?
- ☐ Are the principals involved in an **EXCHANGE WITH THIS PROPERTY**?
- ☐ Has there been a **WORK OF IMPROVEMENT, CONSTRUCTION, OR ANY REMODELING** of the subject property in the last 90 days?

If you answered YES to any of these questions, please contact your escrow officer right away, so we can assure a smooth closing.

Remember, all parties signing documents must have a valid photo I.D. or driver's license for a notarial acknowledgment.

Thank you for helping First American Title Company of Napa serve you better.

1700 Second Street, Napa, CA 94559 (707) 254-4500
1361 Main Street, St. Helena, CA 94574 (707) 963-7151



ORDER NO: T0021170-006

PRELIMINARY REPORT**First American Title Insurance Company*****First American Title Company of Napa******California Department of Insurance License No. 2553-6*****497 Walnut Street, P.O. Box 388, Napa, CA 94559****Tel: (707) 254-4500 - Fax: (707) 226-5452****Property Address:**

044-320-059

Napa, CA 94559

Assessor's Parcel Number:

044-320-059

Buyer/Borrower:

River Glen Homeowners Association

Direct Title Inquiries to:

Kevin Dornbush

Email: KDornbush@FirstAmNapa.com

Seller/Owner:**Reference Number:**

In response to the application for a policy of title insurance referenced herein, First American Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a policy or policies of title insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

The policy(s) of title insurance to be issued hereunder will be policy(s) of First American Title Insurance Company.

Please read the exceptions shown or referred to herein and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

Dated as of June 7, 2022 at 7:30 A.M.

By: 
Authorized Signatory



ORDER NO: T0021170-006

The form of policy or policies of title insurance contemplated by this report is:

ALTA Owner's Policy (6/17/06) with Regional Exceptions (Standard Coverage)
And
ALTA Loan Policy (6/17/06) (Extended Coverage)

A specific request should be made if another form or additional coverage is desired.

TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

RIVER GLEN HOMEOWNERS ASSOCIATION, A NON-PROFIT CORPORATION

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED
BY THIS REPORT IS:

A FEE

THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:

See Exhibit A attached hereto and made a part hereof.



ORDER NO: T0021170-006

EXHIBIT A

LEGAL DESCRIPTION

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

PARCEL designated Common Area, as shown on the map entitled "Final Map of River Glen Townhouses", filed August 19, 1980, in Book 12 of Maps, page(s) 50-51, in the office of the County Recorder of Napa County.

APN: 044-320-059



ORDER NO: T0021170-006

AT THE DATE HEREOF, EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN SAID POLICY FORM WOULD BE AS FOLLOWS:

1. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. An easement to construct and maintain line of poles with wires and incidental purposes, recorded August 1, 1940 as Book 152 at page 61 of Official Records.
In Favor of : Pacific Gas & Electric Co.
4. An easement for water line purposes and incidental purposes, recorded November 21, 1947 as Book 276 at page 210 of Official Records.
In Favor of : City of Napa
5. An easement shown or dedicated on the Map as referred to in the legal description
For : Pedestrian, public utilities, drainage and incidental purposes.
6. Covenants, conditions, restrictions, easements, assessments, liens, charges, terms and provisions in the document recorded January 20, 2009 as Series Number 2009-0001153 of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, marital status, ancestry, disability, handicap, familial status, national origin or source of income (as defined in California Government Code §12955(p)), to the extent such covenants, conditions or restrictions violate 42 U.S.C. §3604(c) or California Government Code §12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Notice that no transfer of title shall be made until requirements for transfer of membership in the River Glen Homeowners Association have been complied with and any unpaid assessments and transfer fees have been paid.

Document(s) declaring modifications thereof recorded May 23, 2014 as Series Number 2014-0010239 of Official Records.

7. An easement for pedestrian and vehicular ingress and egress and incidental purposes in the document recorded May 22, 1981 as Book 1203 at page 387 of Official Records.

Terms and provisions contained in the above document.

(And by other document of record)

8. An easement for fireplace encroachment and other building protrusions and use and enjoyment of the side yard and incidental purposes in the document recorded August 18, 1981 as Book 1213 at page 112 of Official Records.



***First American Title
Company of Napa***

ORDER NO: T0021170-006

9. With respect to River Glen Homeowners Association, a non-profit corporation:
 - a. A certificate of good standing of recent date issued by the Secretary of State of the corporation's state of domicile.
 - b. A certified copy of a resolution of the Board of Directors authorizing the contemplated transaction and designating which corporate officers shall have the power to execute on behalf of the corporation.
 - c. Other requirements which the Company may impose following its review of the material required herein and other information which the Company may require.
10. Secretary of State reports River Glen Homeowners Association is active as of June 15, 2022.
11. Rights of parties in possession.

-END OF EXCEPTIONS-



**First American Title
Company of Napa**

ORDER NO: T0021170-006

Information Notes:

- a. The following taxes are shown for proration purposes only:
 General and special taxes and assessments for the fiscal year 2021-2022
 First Installment : \$406.23 Paid
 Second Installment : \$416.23 Paid
 Tax Rate Area : 2000
 A. P. No. : 044-320-059
- b. The Assessor's Parcel Number(s), if any, contained in the legal description herein, are for quick identification purposes only, and are not a part of the actual legal descriptions.
- c. Any statement regarding the acreage of the herein described land contained within the legal description in this report is derived from the public record and is for recorded deed purposes only. The Policy of Title Insurance contemplated by this report provides no insurance with respect to acreage and no acreage statement will appear within the legal description of such policy.
- d. The County Recorder may charge an additional \$20.00 recording fee, if not provided with a "Preliminary Change of Ownership Report" Form, for each Deed to be recorded. The purchaser is responsible for completing and signing this form.
- e. Before an escrow can close, or funds placed in a Savings Account, the Seller must furnish a Taxpayer Identification Number to us so that we can file an IRS Form 1099S or its equivalent, with the Internal Revenue Service. This procedure is required by Section 6045 of the Internal Revenue Code.
- f. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company of the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

Lenders Supplemental Report:

- g. According to the public records, there has been no conveyance of the land within a period of two years prior to the date of this report, except as follows:

NONE

exn
Madea

Brooks/kt



ORDER NO: T0021170-006

RESTRICTIVE COVENANT NOTIFICATION

The following statement is deemed attached as a coversheet to any declaration, governing document, or deed identified in the above exceptions:

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a "Restrictive Covenant Modification" form, together with a copy of the attached document with the unlawful provision redacted to the county recorder's office. The "Restrictive Covenant Modification" form can be obtained from the county recorder's office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Information for processing a "Restrictive Covenant Modification" form:

1. Print a complete copy of the document in question. Strike out what you believe to be unlawful restrictive language in the document.
2. Print and complete the "Restrictive Covenant Modification" ("RCM") form. Note that the signature on the form must be acknowledged by a notary public or other qualified officer.
3. Submit the completed RCM form and the document with your strike-outs to the County Clerk-Recorder's Office for the county where the property is located. No fee is required for this service.
4. The County Clerk-Recorder's Office will forward the RCM form and the document with your strike-outs to the Office of the County Counsel, who will determine whether the document contains any unlawful restrictions.
5. The Office of the County Counsel will return the RCM form and the document with your strike-outs to the County Clerk-Recorder's Office along with its determination. If approved, a Deputy County Counsel will sign the RCM, and the County Clerk-Recorder's Office will record, image and index it. If the Office of the County Counsel determines that the document does not contain an unlawful restriction, the County Clerk-Recorder's Office will not record the RCM.
6. The approved RCM will be returned to the submitter by mail.

The "Restrictive Covenant Modification" form is included.

Restrictive Covenant Modification form



ORDER NO: T0021170-006

WARNING:

The map attached, if any, may or may not be a survey of the land depicted hereon. First American disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

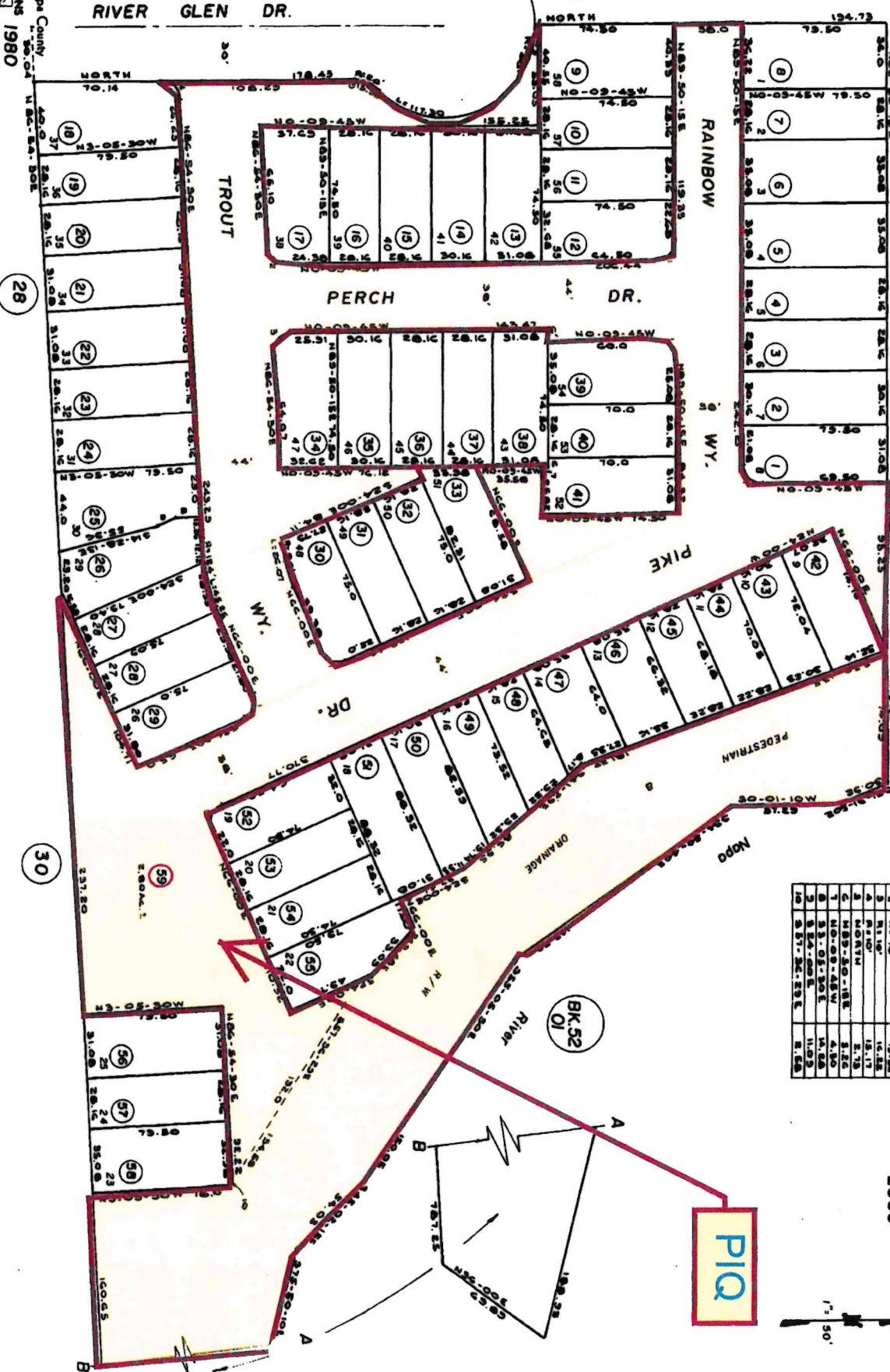
[CLICK HERE FOR MAP](#)

DEPICTED HEREON. YOU SHOULD NOT RELY ON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED, FIRST AMERICAN TITLE COMPANY OF NAPA EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

REVISIONS
1980

River Glen Townhouses R.M. Bk. 12, Pg. 51

44-32



PTN. NAPA RANCHO
33 COUNTY ASSESSOR'S PARCEL MAP

1	81.10'	18.71
2	81.10'	18.71
3	81.10'	18.71
4	81.10'	18.71
5	81.10'	18.71
6	81.10'	18.71
7	81.10'	18.71
8	81.10'	18.71
9	81.10'	18.71
10	81.10'	18.71

Tax Area Code
2000

44-32
41.26





ORDER NO: T0021170-006

PRIVACY POLICY

We are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person on entity. First American has also adopted guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Type of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested for us, or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ATTACHMENT ONE (Revised 06-03-11)**CALIFORNIA LAND TITLE ASSOCIATION
STANDARD COVERAGE POLICY – 1990****EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE****EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
 - a. building;
 - b. zoning;
 - c. land use;
 - d. improvements on the Land;
 - e. land division; and
 - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - c. that result in no loss to You; or
 - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - b. in streets, alleys, or waterways that touch the Land.
 This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A. The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

		Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:		1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:		1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:		1.00% of Policy Amount Shown in Schedule A or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:		1.00% of Policy Amount Shown in Schedule A or \$2,500.00 (whichever is less)	\$5000.00

AMERICAN LAND TITLE ASSOCIATION RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)

EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- * land use
- * improvements on the land
- * land division
- * environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- * a notice of exercising the right appears in the public records
- * on the Policy Date
- * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking

3. Title Risks:

- * that are created, allowed, or agreed to by you
- * that are known to you, but not to us, on the Policy Date – unless they appeared in the public records
- * that result in no loss to you
- * that first affect your title after the Policy Date – this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks

4. Failure to pay value for your title.

5. Lack of a right:

- * to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

- 1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- 2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
- 6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
- 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing business laws of the state where the Land is situated.
- 5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.

6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1247

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Sarah Geiss - Supervising Staff Services Analyst
SUBJECT: California Conservation Corps Agreement No. 260062B (FC)

RECOMMENDATION

Approve and authorize Agreement No. 260062B (FC) with the California Conservation Corps for Fiscal Years 2026 through 2028, at an annual cost of \$83,328, for a total maximum amount of \$249,984 for ongoing stream maintenance and restoration projects throughout Napa County. (Fiscal Impact: \$249,984 Expense; Flood District Fund; Budgeted; Discretionary)

BACKGROUND

The California Conservation Corps (CCC), under contract with the District, has assisted District staff with annual maintenance, stream restoration, and emergency channel cleanup projects for nearly 22 years. The District is responsible for maintaining flow conveyance for miles of stream channel easements throughout Napa County, as well as addressing flow hazards in urban streams on an as needed basis throughout the Napa River Watershed. A work force is needed in order to perform maintenance on an annual basis. The proposed agreement will provide for approximately 30 crew days annually to be scheduled by the District for stream maintenance projects. CCC crews will work throughout Napa County on vegetation management, streambank repairs, native plant restoration, non-native plant eradication, downed trees, and creek cleanups. The proposed Agreement is for Fiscal Years 2026 through 2028 at an annual cost of \$83,328 for Fiscal Year 2026 and \$83,328 each fiscal year for 2 additional years for a total maximum amount of \$249,984.

Requested Actions:

1. Approve and authorize Agreement 260062B (FC) with the California Conservation Corps.

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:	The District is responsible for maintaining flow conveyance for miles of stream channel easements through Napa County and address flow hazards in urban streams on an as needed basis throughout the Napa River Watershed. A work force is needed in order to perform maintenance on an annual basis. The CCC has proven to be an economical and competent workforce for maintaining streams and the District's easements for more than 25 years
Is the general fund affected?	No
Future fiscal impact:	This contract will renew for each fiscal year for 2 additional years. Funding for this work comes from the District's Watershed Management Program assessments.
Consequences if not approved:	The District would not be able to utilize the services of the CCC to perform maintenance work in Napa County streams and District easements. The District would not have a crew readily available to conduct annual maintenance or respond to situations that require immediate attention during the rainy season.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: A Negative Declaration was prepared for the Napa County Stream Maintenance Program (SMP) and was adopted by the District Board in February 2012. According to the Negative Declaration, the activities contemplated in the Agreement with CCC would not have a significant effect on the environment.



California Natural Resources Agency

CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION**FORM CCC 58****R-25-1705-15498****Napa County Flood Control District Maintenance****260062B (FC)****Project Data****Project Title:** Napa County Flood Control District Maintenance**Project Number:** R-25-1705-15498**Center Information:** 1705 - Solano Resource Center**Contract Information:** -**Project Description:**

Projects will focus on Napa county waterway rehabilitation and flood prevention projects. The crew will work on helping to restore, renew and make safer Napa county's watershed. Tasks to include removal of invasive species, tree trimming, planting of native species, erosion control, as well as the removal of debris and fallen trees from creeks and other tributaries of the Napa river.

Sponsor Information**Agency Name:** COUNTY OF NAPA **Agency Code:** 30028**Mailing Address**

804 First St.

Mailing City

Napa

Mailing State

CA

Mailing ZIP Code

94559

Sponsor Contact Information:

Contact type	Title	First name	Last name	Phone number	Email address
Sponsor Representative; Technical Advisor	Engineering Technician	Leif	Bryant	(707) 480-8217	leif.bryant@countyofnapa.org

Estimate Information**Estimated Number of Hours:** 8,928**Estimated Start and End Dates:** 7/1/25-6/30/28**Work Site Information:**

Address	City	State	ZIP code	Geolocation latitude	Geolocation longitude	CES 4.0 %
Many locations along Napa river watershed	Napa, Yountville, Calistoga, St. Helena	CA	94558			

direction to site location	special instructions
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California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION
FORM CCC 58
R-25-1705-15498
Napa County Flood Control District Maintenance

Fiscal Summary

Total OE&E	Total CM labor amount	Total fiscal summary amount
\$0.00	\$249,984.00	\$249,984.00

Equipment, Materials and Labor

Sponsor Supplied Materials, Equipment and Labor:

Materials: Any materials needed to complete tasks

Equipment: Any specialized tools not in normal CCC compliment

Labor: technical oversight

BY SIGNING THIS DOCUMENT:

The CCC Representative agrees to the following:

- A Sponsor Agreement (CCC 96 or, where applicable, an Inter Agency Agreement or other Master Agreement) is on file at Headquarters (HQ).
- If the Sponsor is a non-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- If the Sponsor is a for-profit entity, a Private Property/Sponsor Authorization form has been submitted to HQ.
- The project conforms to the CCC's Injury and Illness Prevention Program (IIPP).
- The signing CCC Representative has the authority to enter into a contractual agreement of this amount with the Sponsor.

The Sponsor Representative agrees to the following:

- Hazardous Materials
 - If there are hazardous materials present, the Sponsor has provided the location, identity, and amounts of any hazardous substances at the worksite and provided all Material Safety Data Sheets (MSDS) for hazards that are present at the worksite.
 - OR
 - To the best knowledge of the Sponsor, the worksite is free of any known hazardous materials.
- All applicable local, state, tribal, and federal permits, approvals, and clearances have been obtained.
- Project Funding
 - For projects funded by the Sponsor or entity other than the CCC, the Sponsor agrees to reimburse the CCC for estimated costs in accordance with the fiscal details shown in this document.
 - OR
 - For projects funded internally by CCC's Environmental Programs or other special fund, the Sponsor agrees to comply with all applicable program and eligibility criteria to fund the project.
- The signing Sponsor Representative has the authority to enter into a contractual agreement of this type (and, if any, this amount) with the CCC.



State of California
California Natural Resources Agency
CALIFORNIA CONSERVATION CORPS PROJECT EVALUATION
FORM CCC 58
R-25-1705-15498
Napa County Flood Control District Maintenance

Sponsor Representative:

Print Name: Leif Bryant

Title: Engineering Technician IV

Signature: Leif Bryant

Date: 7/1/2025

APPROVED AS TO FORM
Napa County Counsel

By: [Signature]

Date: 07/18/2025

Doc Title: ccc maintenance

CCC Representative:

Print Name: Frank Arzaga

Title: Conservationist Supervisor

Signature: [Signature]

Date: 7/1/25

CCC Representative:

Print Name: Lunar Martin

Title: District Director

Signature: [Signature]
DocuSigned by:
5528089A1A3B410...

Date: 7/2/2025

STATE OF CALIFORNIA
AGREEMENT ADDENDUM: CCC-96A (Rev. 8/8/2023) page 1 of 3

CALIFORNIA CONSERVATION CORPS

CCC Agreement #

Index#

CCC Project Number

(CCC Contract Officer Assigns)

(Center Index Code is Four digits)

(C3 Assigns)

A) The California Conservation Corps (CCC), agrees to provide crew labor for the project titled:

Napa County Flood Control District Maintenance

See CCC-58: Project Evaluation Form for details.

B) The term of this agreement shall be:

Agreement Start Date: July 1, 2025

☒ Check here if multi-year

Agreement Expiration Date: June 30, 2028

C) Sponsor agrees to reimburse the CCC for estimated costs in accordance with the Fiscal Summary. (Fiscal Year displays are shown on page 2 and page 3.)

NOTE TO SPONSOR: Budget detail will not be provided on performance based contracts.

Labor	Hours	Rate/Hr	Totals
CM Regular Time:	8928.00	\$ 28.00	\$ 249,984.00
CM Overtime:	0.00	\$ -	\$ -
Performance Based Labor:			\$ -
Unspecified:			\$ -
Staff Regular Time :			\$ -
Staff Overtime :			\$ -
EXPENSES			
Equipment (greater than \$5,000):			\$ -
Tools (includes equipment less than \$5,000):			\$ -
Materials:			\$ -
Vehicle Operations:			\$ -
Consulting:			\$ -
Other:			\$ -

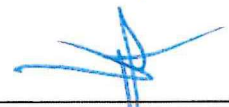
D) The total amount payable by Sponsor to CCC under this agreement shall not exceed: \$ 249,984.00

E) The CCC shall forward billing for labor and/or operating expenses with supporting documentation to the sponsor:

☒ Monthly ☐ Quarterly ☐ At end of contract

F) Sponsor agrees to pay CCC within 35 days from receipt of invoice.

Sponsor	
Organization:	Napa County Flood Control and Water Conservation District
Date:	
Signature:	
Print:	
Title:	
SPONSOR EMAIL ADDRESS	
SPONSOR MAILING ADDRESS	
SPONSOR BILLING ADDRESS:	
<input type="checkbox"/> Check Here if Billing and Mailing Address are the same	

STATE OF CALIFORNIA	
California Conservation Corps	
Date:	
Signature:	
Print:	Tabatha Chavez
Title:	Deputy Director, Administration
CCC CENTER VERIFICATION	
Date:	7/1/25
Signature:	
Print:	Frank Arzaga
Title:	Conservation Supervisor
FORWARD PAYMENTS TO:	
California Conservation Corps Attention: Accounting/Receivables 1719 24th Street Sacramento, CA 95816	

ds

M

First Fiscal Year Display	FROM:	07/01/25	Labor	Hours	Rate/Hr	Totals
	TO:	06/30/26	CM Regular Time:	2976.00	\$ 28.00	\$ 83,328.00
			CM Overtime:	0.00	\$ -	\$ -
			Performance Based Labor:			
			Unspecified:			
			Staff Regular Time :			
			Staff Overtime :			
			EXPENSES			
			Equipment (greater than \$5,000):			
			Tools (includes equipment less than \$5,000):			
			Materials:			
			Vehicle Operations:			
			Consulting:			
			Other:			
			First Fiscal Year TOTAL:			
Second Fiscal Year Display	FROM:	07/01/26	Labor	Hours	Rate/Hr	Totals
	TO:	06/30/27	CM Regular Time:	2976.00	\$ 28.00	\$ 83,328.00
			CM Overtime:	0.00	\$ -	\$ -
			Performance Based Labor:			
			Unspecified:			
			Staff Regular Time :			
			Staff Overtime :			
			EXPENSES			
			Equipment (greater than \$5,000):			
			Tools (includes equipment less than \$5,000):			
			Materials:			
			Vehicle Operations:			
			Consulting:			
			Other:			
			Second Fiscal Year TOTAL:			
Third Fiscal Year Display	FROM:	07/01/27	Labor	Hours	Rate/Hr	Totals
	TO:	06/30/28	CM Regular Time:	2976.00	\$ 28.00	\$ 83,328.00
			CM Overtime:	0.00	\$ -	\$ -
			Performance Based Labor:			
			Unspecified:			
			Staff Regular Time :			
			Staff Overtime :			
			EXPENSES			
			Equipment (greater than \$5,000):			
			Tools (includes equipment less than \$5,000):			
			Materials:			
			Vehicle Operations:			
			Consulting:			
			Other:			
			Third Fiscal Year TOTAL:			
Fourth Fiscal Year Display	FROM:		Labor	Hours	Rate/Hr	Totals
	TO:		CM Regular Time:			\$ -
			CM Overtime:	0.00	\$ -	\$ -
			Performance Based Labor:			
			Unspecified:			
			Staff Regular Time :			
			Staff Overtime :			
			EXPENSES			
			Equipment (greater than \$5,000):			
			Tools (includes equipment less than \$5,000):			
			Materials:			
			Vehicle Operations:			
			Consulting:			
			Other:			
			Fourth Fiscal Year TOTAL:			
The total amount payable by Sponsor to CCC under this agreement shall not exceed:						\$ 249,984.00



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1333

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Resolution of Intent to Sell the Real Property Located at 1317 McKinstry Street, Napa; APN 044-260-004

RECOMMENDATION

Adopt a resolution of intent to sell the real property located at 1317 McKinstry Street, Napa; APN 044-260-004 (No Fiscal Impact, Discretionary)

BACKGROUND

The District has owned the current 0.53 acre parcel located at 1317 McKinstry Street, Napa, APN 044-260-004 (the "Property") since 2005 as a portion of the larger parcel (formerly APN 044-260-001) acquired to mitigate parking losses on Napa Valley Railroad property associate with Flood Project construction. On November 1, 2005, the Board of Directors adopted Resolution No. 05-15 (FC) declaring the Property as surplus. After that declaration, District staff complied fully with the Surplus Lands Act (Government Code sections 54220 et seq.) prior to initiating steps to sell the Property. The District received no notices, proposals or indications of any interest in the Property from any of the agencies or entities specified by the Surplus Lands Act to whom notice was given of the Board's decision to declare the Property as surplus. County staff has obtained an appraisal report of the Property from the Associated Right of Way Services dated August 14, 2023. Based on the appraisal and after consulting with real estate experts, District staff believe the fair market value of the parcel is \$1,100,000.

District staff is recommending to the Board that the Property be sold to a bidder whose financial qualifications and proposals for use of the Property demonstrate that the bidder is capable of consummating purchase of the Property in a timely manner, and that the bidder's proposed use of the Property is compatible with the zoning and general plan applicable to the site. In furtherance of those goals, District staff will issue a preliminary Request for Proposals ("RFP") to invite Bids from those potential buyers.

Before the process of selling the Property may proceed, Government Code section 25526 requires that the Board of Directors, by at least a majority vote of all of its members, adopt a resolution declaring its intention to sell the Property, setting forth a description of the Property, the minimum price for sale of the Property, and any other terms and conditions of such sale that shall apply to all bids and proposals ("Bids") in order to have their Bids deemed to be responsive and to make the Bids eligible for consideration. Pursuant to Government Code section 25539, the Board may also order the use of a procedure for sale of the Property different than that specified in sections 25526 et seq. by designating who shall conduct the sale and the date, time and place of the opening and consideration of sealed Bids. The proposed resolution does so, and staff recommends and requests that the Board adopt the resolution.

The proposed resolution sets the minimum sale price and all other terms, conditions and procedures applicable to the sale of the property in accordance with Government Code sections 25526 et seq., and pursuant to the District Bylaws and related purchasing policy.

Requested Actions:

1. Adopt a resolution of intent to sell the real property located at 1317 McKinstry Street, Napa; APN 044-260-004

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Property is declared surplus and the District has no use for it; the Flood Project can use the funds of the sale for the maintenance of the Flood Project.
Is the general fund affected?	No
Consequences if not approved:	The Property will continue to be unused and declared as surplus.

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. 25-__ (FC)

RESOLUTION OF THE NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF DIRECTORS, STATE OF CALIFORNIA: (1) DECLARING THE DISTRICT BOARD'S INTENTION TO SELL THE REAL PROPERTY LOCATED AT 1317 MCKINSTRY STREET, NAPA, CALIFORNIA, APN 044-260-004 (2) ESTABLISHING A MINIMUM PRICE FOR SALE OF THE PROPERTY AND OTHER TERMS, CONDITIONS AND REQUIREMENTS APPLICABLE TO ALL BIDS; (3) SETTING THE PROCEDURES, DATE, TIME, AND PLACE FOR THE OPENING AND REVIEW OF SEALED BIDS FOR PURCHASE OF THE PROPERTY; (4) SETTING THE DATE, TIME AND PLACE FOR A MEETING OF THE DISTRICT BOARD OF DIRECTORS AT WHICH THE DISTRICT BOARD SHALL CONSIDER DISTRICT STAFF'S RECOMMENDATIONS REGARDING SELECTION AND ORDER OF BIDS; AND (5) DIRECTING THE CLERK OF THE DISTRICT BOARD TO PUBLISH AND POST NOTICE

WHEREAS, the Napa County Flood Control and Water Conservation District ("District") acquired certain real property located at 1317 McKinstry Street, in the City of Napa, State of California, with Assessor's Parcel Number 044-260-004 ("Property"), that is more particularly described at Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, on November 1, 2005, the District Board of Directors ("District Board") adopted Resolution No. 05-15 (FC) declaring the Property as surplus; and

WHEREAS, on District provided Notices of Availability of the surplus Property for or purchase to local public entities and housing sponsors and through the Housing and Community Development Surplus Lands Act Portal, as required by Government Code section 54222; and

WHEREAS, the District did not receive any notice, proposal, or indication of any interest in the Property from any of the agencies or entities specified by the Surplus Lands Act to whom notice was given of the District Board's decision to declare the Property as surplus; and

WHEREAS, the District has, thus, complied fully with the Surplus Lands Act (Government Code sections 54220 et seq.) prior to initiating steps to sell the Property; and

WHEREAS, it is the District Board's desire to sell the Property in a timely, expeditious manner to a purchaser whose proposed use of the Property is compatible with zoning and general plan restrictions applicable to the site (subject of course to discretionary approvals that may be required from the City of Napa); and

WHEREAS, Government Code section 25525 and the District bylaws require that the District Board of Directors, by at least a majority vote of all of its members, adopt a resolution declaring the District's intention to sell the Property, setting forth a description of the Property, the minimum price for sale of the Property, and any other terms and conditions of such sale that shall apply to Bids, and establishing the procedures, date, time, and place for the opening and consideration of sealed Bids for purchase of the Property; and

WHEREAS, the District has retained a real estate broker in connection with the contemplated sale and will pay from the proceeds of sale a broker's commission in the amount in accordance with Napa County Agreement No. 240033B, incorporated herein by reference. Should the sales price be at or below \$2,500,000, the commission will be two and one-half percent (2.5 %) of the sales price, the disclosure of which is required by Government Code section 25527.

NOW, THEREFORE, BE IT RESOLVED by the District Board as follows:

1. The foregoing recitals are true and correct and incorporated herein.
2. The District Board declares the District's intention to sell the Property, consisting of .53 acres located 1317 McKinstry Street, City of Napa, State of California, APN 044-260-004.
3. The District Board declares that the minimum net bid price that will be acceptable shall be the sum of One Million One Hundred Thousand Dollars (\$1,100,000.00), in net proceeds to the District after payment of any and all brokerage commissions owed to the bidder/buyer's real estate broker(s), and after payment of all escrow, title, and recording fees (the "Net Minimum Price"). It shall be the sole responsibility of the Buyer of the Property to pay through escrow all amounts necessary to pay any and all real estate brokerage commissions or fees owed to any real estate brokers or agents retained by or representing the Buyer, and any and all escrow, title and recording fees and costs.
4. The District is selling the Property in "as-is" condition with the requirement that all bidders will represent in their bid package ("Bids") that they have conducted their own independent due diligence investigation of the Property prior to submission of Bids, and that they understand all applicable zoning and land use restrictions on the Property.
5. The District Board establishes the following requirements, prerequisites, terms, and conditions that will be specified in a Request for Proposals ("RFP") to be issued by the District Manager, which will govern. and/or be required of, all Bids before they may be deemed responsive and considered:
 - a. The Bid must be in writing and signed by the bidder and comply with all of the procedural and substantive provisions of the RFP.
 - b. The Bid must be for a net purchase price that meets or exceeds the Net Minimum Price of \$1,100,000 that the District must receive after payment of any and all brokerage commissions owed to the bidder/buyer's real estate broker(s) and all escrow, title and recording fees.
 - c. The Bidder must agree to lease the Property back to the District, rent-free, for a period ending no later than December 31, 2028. Termination of the lease prior to December 31, 2028 shall be at the sole option of the District. The Bidder must agree to the District's retention of a 2,019 square foot slope easement.

- d. The Bid must describe the bidder's proposed short-term and long-term intended uses of the Property.
- e. The Bid must state whether or not a broker's commission is to be paid to a buyer's broker and, if so, provides the name(s) of any broker to whom a commission is to be paid, and the rate and/or method of calculating the amount of the commission to be paid.
- f. The Bid must be accompanied by a deposit in the form of a cashier's check (which must be the equivalent of cash) payable to Fidelity National Title (with reference to the purpose of purchasing the District Property) in the amount of \$100,000.00 (the "Deposit").
- g. The Bid must be accompanied by the bidder's signed Purchase and Sale Agreement in the form attached to the RFP, without modification (the "Agreement"), with the amount of the Bidder's proposed purchase price filled in and initialed by the Bidder's authorized signatory.
- h. All Bids must include a signed written statement ("Bid Statement") from the bidder (using the form that will be provided to bidders as part of the RFP), which states as follows:
- i) The bidder agrees to buy and accept the Property in "as-is" condition.
 - ii) The bidder represents and agrees that the bidder has conducted independent due diligence investigation of the Property prior to submission of the Bid, understands all applicable zoning and land use restrictions on the Property, and understands the City of Napa's land use entitlement and permitting process.
 - iii) The bidder acknowledges that the Property is located in an area of potential flooding, acknowledges the importance of existing and future flood control improvements adjacent to or in the vicinity of the Property, and acknowledges and agrees to honor the right and need of the Napa County Flood Control and Water Conservation District ("Flood District") regularly to access the Property in order to maintain such flood control improvements, including some work that must be done from time to time during business hours.
 - iv) The bidder acknowledges that, at the time of property transfer, District will grant to the City of Napa a slope easement on the Property along Soscol Avenue, the details of which will be described and depicted in the RFP.
 - v) The bidder shall, if selected to purchase the Property, comply with all laws, ordinances, codes, rules, covenants, restrictions, regulations, and licensing requirements that are applicable to the Property and to any proposed

development of the Property, including such laws and regulations of any and all federal, state, and local agencies having jurisdiction and /or authority.

vi) The bidder agrees to cooperate with the District in good faith to complete all actions and to prepare and execute all documents and instruments to complete the purchase and transfer of the Property.

vii) If selected as the purchaser of the Property, the bidder agrees to waive any and all contingencies to close of escrow no later than thirty (30) days after the Agreement is fully executed, and to close escrow on the purchase of the Property no later than forty-five (45) days after the Agreement is fully executed.

viii) If selected as the purchaser of the Property, the bidder agrees to pay through escrow all amounts necessary to pay any and all real estate brokerage commissions or fees owed to any real estate brokers or agents retained by or representing the Buyer, and any and all escrow, title and recording fees and costs necessary for consummation of the purchase.

i. The procedure and order for the District's acceptance of Bids and the handling and application of Deposits shall be as follows:

i) Subject to further adoption of a Resolution by this District Board as described below, after the opening of Bids by the Bid Selection Committee ("Committee") and the consideration of the Committee's recommendations, the intent is to accept the Bid from the highest responsive bidder (the "Selected Bidder").

ii). The Selected Bidder's Deposit shall become non-refundable upon the Selected Bidder's waiver of contingencies to close of escrow or upon the date upon which the Selected Bidder will be deemed to have waived all contingencies as specified in the Agreement, whichever occurs first, and shall be credited toward payment of the purchase price at the close of escrow.

iii) If for any reason escrow fails to close on the Agreement with the Selected Bidder, then District staff will promptly notify the next highest responsive bidder of the District's acceptance of that bidder's Bid as the next Selected Bidder, which acceptance shall become effective upon timely receipt of the required Deposit from that bidder. That new Selected Bidder shall be given five (5) days in which to deliver to the District a Deposit, again in the form of a cashier's check (which must be the equivalent of cash) payable to Fidelity National Title (with reference to the purpose of purchasing the District Property), and again in the amount of \$100,000.00. The new Selected Bidder's Deposit shall, as with that of any prior Selected Bidder, become non-refundable upon the Selected Bidder's waiver of contingencies to close of escrow or upon the date upon which the Selected Bidder will be deemed to have waived all contingencies

as specified in the Agreement, whichever occurs first, and shall be credited toward payment of the purchase price at the close of escrow.

iv) At such time as the next Selected Bidder provides the Deposit and indicates a desire to proceed with the purchase of the Property, then the District will use the Purchase and Sale Agreement executed by that Bidder, which that Bidder submitted along with its proposal and bid package, shall have that Agreement signed by the Chair of the District Board, and shall cause escrow to be opened with the new Selected Bidder.

v) This same procedure shall apply to the sequence of the District's acceptance of Bids from other responsive bidders and handling of their Deposits, in order of highest responsive bid to lowest responsive bid, until the list of responsive bidders is exhausted.

6. Pursuant to Government Code section 25527, the District Board intends that the District will pay a broker's commission to Colliers International on the sale in an amount in accordance with Napa County Agreement No. 240033B. Should the sales price be at or below \$2,500,000, the commission will be calculated as two and one-half percent (2.5%) of the purchase price received by the District for the Property.

7. Pursuant to Government Code section 25539, the District Board hereby orders the use of a procedure alternative to that required by Government Code sections 25526 to 25535 with respect to the manner in which, and the location at which, the Property may be sold:

a. The District Board delegates to the District Manager the authority to designate a committee of no fewer than three and no more than five people who shall serve as the Bid Selection Committee (the "Committee"). The Committee shall together, in public and at the time and place specified below, open and review all sealed Bids and carry out the following duties:

i) Determine which Bids are responsive according to the criteria and requirements listed above and in the RFP;

ii) Announce which Bids are determined to be responsive and which Bids are determined to be non-responsive and the basis for that determination as to each Bid found to be non-responsive;

iii) Allow the non-responsive bidders an opportunity to show the Committee how the information expressly stated or contained within the four corners of their written Bid satisfies those terms and conditions and why the Bid should be determined to be responsive;

iv) Consider whether the determination of non-responsiveness as to any Bid should be changed based on the bidder's showing of where in the Bid the information satisfying the terms and conditions of responsiveness is set forth (and

the Committee should not consider supplemental information not set forth in the Bid);

v) Determine which responsive Bid offers the highest net purchase price for the Property (net of any commissions to be paid to any broker retained by the bidder);

vi) Announce publicly which responsive Bid is the highest and would thus be the Bid that the Committee would recommend to the District Board be accepted in the absence of any oral overbids;

vii) After making that announcement, call for oral overbids in accordance with Government Code section 25531 (each of which must be at least 5 percent higher than the last highest and responsive Bid or oral overbid) from those bidders whose written Bids were determined to be responsive;

viii) If any oral overbid is made by a bidder whose written bid was determined to be responsive, ask each of the oral bidders to confirm in writing that the oral overbid is also subject to all of the terms, conditions, statements, and promises made by the bidder in its written bid;

ix) Announce publicly, after any and all oral overbids are taken, the order of the responsive Bids, including all oral overbids, from highest to lowest in the net amount offered for purchase of the Property, which will form the sequence of acceptance of responsive bids to be recommended to the District Board;

x) Assist the District Executive Officer in presenting the recommendations to the District Board of which Bid should first be accepted by the District Board, and the order of other responsive Bids to be accepted in sequence.

8. Bids and all materials required above as part of the Bids must be presented to the District no later than noon on October 27, 2025, by delivery to the person and address specified in the RFP. The Committee shall open and evaluate the Bids at 1:30 p.m. on October 28, 2025, at the Flood District Office located at 804 First Street, Napa, CA 94558. The Committee's opening of sealed bids, determination of which Bids are responsive, invitation of oral overbids, and determination of the highest responsive Bid and the order of other Bids that may be accepted in sequence from highest to lowest pursuant to the procedure specified above, shall then take place at that time and place.

9. The Committee's recommendation shall be presented by the District Executive Officer for consideration at the regular District Board meeting on November 25, 2025, at 9:00 a.m., in the Board of Supervisors meeting room, 1195 Third St., Third Floor, Napa, California 94559.

10. Except for the delegation of authority to the District Executive Officer and the District Executive Officer's designated members of the Committee, as described above, all of the provisions of Government Code sections 25526, et seq. and the District's bylaws, shall be applicable to the process of selling the Property and the purchase and sale of the Property shall not occur unless and until the District Board adopts a resolution pursuant to Government Code section 25535.

11. Notwithstanding the Committee's recommendations, the District Board reserves the right to reject any and all Bids.

12. The Clerk of the District Board is hereby directed to: (a) post the attached Notice of Adoption of Resolution of Intent to Sell ("Notice"), along with a copy of this resolution as signed by the District Board Chair, in three public places in the County, not less than 15 days prior to October 27, 2025; and (b) to publish the Notice in a newspaper of general circulation in Napa County, in compliance with Government Code section 6063, once per week for three consecutive weeks prior to that date.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa County Flood Control and Water Conservation District at a regular meeting of the District Board held on the 12th day of August 2025, by the following vote:

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: _____
 JOELLE GALLAGHER, Chairperson of the
 Board of Directors

<p>APPROVED AS TO FORM Office of District Counsel</p> <p>By: Shana A. Bagley District Counsel</p> <p>Date: <u>August 4, 2025</u> [PL No 134180_4</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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**NOTICE OF ADOPTION OF RESOLUTION OF INTENT TO SELL
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT PROPERTY LOCATED AT 1317 MCKINSTRY STREET,
NAPA, CALIFORNIA**

NOTICE IS HEREBY GIVEN that the Board of Directors of the Napa County Flood Control and Water Conservation District, County of Napa, State of California, did, on the 12th day of August 2025, adopt Resolution No. 2025-___ (FC) (the “Resolution of Intent”), by not less than a majority vote of all of its members, declaring the District’s intention to sell the following real property on the terms, conditions and requirements stated in the Resolution of Intent:

A .53 acre parcel of real property located at 1317 McKinstry Street, in the City of Napa, State of California, with Assessor’s Parcel Number 044-260-004-000 (the “Property”)

The complete terms, conditions, and procedures for sale of the Property are set forth in the Resolution of Intent, copies of which are available to be obtained from the Office of the Secretary of the District Board, 1195 Third Street, Suite 310, Napa, California 94559.

NOTICE IS FURTHER GIVEN that at 1:30 p.m. on October 28, 2025, at the Flood District Office located at 804 First Street, Napa, CA 94558, the Bid Selection Committee shall open and evaluate Bids and call for any oral overbids (as that Committee’s procedures are described and governed by the Resolution of Intent).

NOTICE IS FURTHER GIVEN that on November 25, 2025, at 9:00 a.m., in the Board of Supervisors meeting room, 1195 Third St., Third Floor, Napa, California 94559, the District Board of will consider the recommendations of the Bid Selection Committee regarding the order of responsive Bids to be accepted by the District for purchase of the Property, and will consider adoption of a resolution under Government Code section 25535 authorizing sale of the Property pursuant to the Resolution of Intent and the Committee’s recommendations.

DATED: August __, 2025

ATTEST: NEHA HOSKINS
 Secretary of the District Board

EXHIBIT "A"

LEGAL DESCRIPTION

For APN/Parcel ID(s): 044-260-004-000 and 044-260-006-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF NAPA, COUNTY OF NAPA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

COMMENCING AT THE POINT FORMED BY THE INTERSECTION OF THE NORTHEASTERN LINE OF LAWRENCE STREET WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERN LINE OF CLINTON STREET; RUNNING THENCE ALONG THE NORTHEASTERN LINE OF LAWRENCE STREET NORTH 32° 12' WEST 391.29 FEET TO THE INTERSECTION THEREOF WITH THE EASTERN LINE OF TRANCAS STREET (AS IT EXISTED AS OF JULY 8, 1953); THENCE ALONG THE EASTERN LINE OF SAID TRANCAS STREET DUE NORTH 450.39 FEET TO THE INTERSECTION THEREOF WITH THE SOUTHWESTERN LINE OF MCKINSTRY STREET; THENCE ALONG THE SOUTHWESTERN LINE OF MCKINSTRY STREET SOUTH 32° 12' EAST 772.40 FEET TO THE INTERSECTION THEREOF WITH THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERN LINE OF CLINTON STREET; THENCE ALONG SAID LAST MENTIONED LINE SOUTH 57° 48' WEST 240.00 FEET TO THE POINT OF COMMENCEMENT.

EXCEPTING THEREFROM ALL THAT PORTION THEREOF CONVEYED TO THE CITY OF NAPA, A MUNICIPAL CORPORATION, FOR PUBLIC STREET PURPOSES, RECORDED JUNE 7, 1974 IN BOOK 938, PAGE 46 OF OFFICIAL RECORDS OF NAPA COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERN LINE OF THE CITY STREET KNOWN AS MCKINSTRY STREET WITH THE EASTERN LINE OF THE CITY STREET KNOWN AS SOSCOL AVENUE, SAID EASTERN LINE BEING THE EASTERN LINE OF THE CITY STREET FORMERLY KNOWN AS TRANCAS AVENUE, AS SAID TRANCAS AVENUE AND MCKINSTRY STREET ARE SHOWN ON THE MAP ENTITLED "RECORD OF SURVEY MAP OF A PORTION OF THE LANDS OF JOHN LUCHINI, ET UX", FILED SEPTEMBER 2, 1959 IN BOOK 5 OF SURVEYS AT PAGE 1 IN THE OFFICE OF THE COUNTY RECORDER OF SAID NAPA COUNTY; THENCE SOUTH 32° 34' 15" EAST ALONG SAID SOUTHWESTERN LINE OF SAID MCKINSTRY STREET 244.76 FEET; THENCE NORTH 80° 32' 45" WEST 62.76 FEET; THENCE SOUTH 150.00 FEET; THENCE SOUTH 4° 45' EAST 241.35 FEET TO THE NORTHEASTERN LINE OF LAWRENCE STREET; THENCE NORTH 32° 34' 15" WEST 166.89 FEET TO SAID EASTERN LINE OF SOSCOL AVENUE; THENCE NORTH ALONG SAID LINE 445.81 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO VICKI DEDOMENICO MCMANUS AND MARLA DEDOMENICO BLEECHER, CO-TRUSTEES OF THE VINCENT M. DEDOMENICO AND MILDRED DEDOMENICO TRUST AS SHOWN IN THE GRANT DEED RECORDED SEPTEMBER 15, 2008, AS RECORDING NO. 2008-0023322, OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM ALL THAT PORTION CONVEYED TO NAPA VALLEY WINE TRAIN, INC., A CALIFORNIA CORPORATION AS SHOWN IN THE GRANT DEED RECORDED SEPTEMBER 15, 2008, AS RECORDING NO. 2008-0023323, OFFICIAL RECORDS.

PARCEL TWO:

RIGHTS TO WATER PIPELINE AND FENCING FROM THE CITY OF NAPA, AS DESCRIBED IN THAT CERTAIN DEED RECORDED OCTOBER 15, 1948 IN BOOK 298, PAGE 120 OF OFFICIAL RECORDS OF NAPA COUNTY



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1390

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Andrew Butler - District Engineer
SUBJECT: Amendment No. 5 to Agreement No. 220223B (FC) with HDR Engineering

RECOMMENDATION

Approve and authorize Amendment No. 5 to Agreement No. 220223B (FC) with HDR Engineering, Inc., increasing the maximum from \$10,862,062 to a new total of \$17,846,772 (Fiscal Impact: \$6,984,710 Expense, Flood Project; Budgeted; Discretionary)

BACKGROUND

\$48.3 million was appropriated in the U.S. Army Corps of Engineers (USACE) budget for Federal Fiscal Year 2021 in the USACE annual Work Plan for the Napa River/Napa Creek Flood Protection Project (Flood Project) to complete the federal responsibilities on the Floodwalls North of the Bypass Project (Increment 2) and the Imola to Hatt Floodwalls Project (Increment 3). These two projects are the remaining elements of the Project that were found to have Federal interest according to the Federal Interest Determination that was produced by USACE in 2020. Staff members have been working with the USACE since 2021 on a process to move forward to use the appropriated funds to complete these two elements.

Water Resources Development Act, section 204, subd. (b), as amended (33 U.S.C. 2232), authorizes non - Federal interests to undertake construction of certain water resources development projects, with potential credit or reimbursement of the Federal share of that construction pursuant to section 204, subd.(d), subject to several requirements including that the Assistant Secretary of the Army, before initiation of construction, makes certain determinations, approves the plans for construction, and enters into a written agreement with the non-Federal interest for construction.

To date, HDR's work has been primarily focused on the design of the Floodwalls North of the Bypass Project (Increment 2). HDR's work for Increment 2, including design, USACE documentation, environmental compliance (CEQA and NEPA), cultural resources support including inspection and documentation, engineering during construction, and construction management support, has been fully funded by the original contract and previous amendments.

This amendment increases the maximum compensation of the District's contract with HDR Engineering, Inc.

by \$6,984,710 to a new total of \$17,846,772 for tasks related to the Imola to Hatt Floodwalls Project (Increment 3). The following tasks for this project are included in the scope:

1. Completion of the Project Design for Increment 3. This includes all predesign work such as surveying, hydrology and geotechnical investigations.
2. Complete environmental documentation requirements under both the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and secure all necessary permits from any relevant regulatory agency.
3. Complete all necessary USACE required documentation in regard to increment 3 including but not limited to the Design Recommendation Report, the Induced Flooding/ Incidental Takings Analysis and the Operations, Maintenance, Repair, Replacement and Rehabilitation Manual.

The scope for Imola to Hatt Floodwalls project includes updated understanding of the design process steps that will be required resulting from lessons learned during the Floodwalls North of the Bypass project design and coordination with the USACE Sac District, USACE South Pacific Division, USACE HQ, and the U.S. ASA's office as well as local agency partners.

Requested Action:

Approve and authorize Amendment No. 5 to Agreement No. 220223B (FC) with HDR Engineering.

FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 8001000 Account 52310
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Without assistance from HDR, the District is unlikely to be able to complete a design satisfactory to the US Army Corps of Engineers or adequately progress construction of the project which will prevent a successful completion of the overall flood protection project.
Is the general fund affected?	No
Future fiscal impact:	Design activities under this contract will continue through FY 2026 -27.
Consequences if not approved:	The District will be unable to complete the project design and progress construction of the project.

ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Acquisition of the Subject Property is part of the Napa River/Napa Creek Flood Protection Project and was included in the Final Environmental Impact Report (FEIR) for the Project that was certified by the District on May 4, 1999, for which a Notice of Determination was filed on May 7, 1999. The Final Supplemental Environmental Impact Statement (FSEIS) for the Project was certified by the USACE in its Record of Decision filed on June 9, 1999. On April 2, 2009, the City of Napa determined that the

Napa River/Napa Creek Flood Protection Project is consistent with the City's General Plan Envision Napa 2020. On March 25, 2025, after a 45-day public review and response to comments, the District Board certified the Final Subsequent Environmental Impact Report for the Floodwalls North of the Bypass Project which addressed changes to the original design in some areas within the footprint of that project.

AMENDMENT NO. 5

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)

PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT NO. 5 (“Amendment No. 5”) **OF NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AGREEMENT NO. 220223B (FC)** (“Agreement”) is made and entered, effective as of the ___ day of _____, 2025 by and between the NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a special district of the State of California, hereinafter referred to as “DISTRICT,” and HDR Engineering, Inc., a Nebraska corporation, whose mailing address is 2365 Iron Point Road, Suite 300 Folsom, CA 95630, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on January 4, 2022, DISTRICT and CONTRACTOR entered into the Agreement for specialized services to complete the design of the Floodwalls North of the Bypass Project (PROJECT) to a 35% level, as directed by the District; and

WHEREAS, on March 14, 2023, and June 18, 2024, DISTRICT and CONTRACTOR amended the Agreement to bring the PROJECT to final design and complete unanticipated additional analyses required for approval from the US Army Corps of Engineers (USACE) for the PROJECT; and

WHEREAS, on November 1, 2024, DISTRICT and CONTRACTOR amended the Agreement to expand the scope of work and related compensation; and

WHEREAS, on July 15, 2025, DISTRICT and CONTRACTOR amended the Agreement needed to support environmental compliance, cultural monitoring, and construction management related to PROJECT construction; and

WHEREAS, additional work is needed to support the design of the next phase of the PROJECT – The Imola to Hatt Floodwalls; and

WHEREAS, CONTRACTOR is willing to provide such additional professional services on the PROJECT design; and

WHEREAS, DISTRICT and CONTRACTOR now desire to modify the provisions of the Agreement to modify the scope of work and increase the maximum compensation by \$6,984,710.00 to a new total of \$17,846,772.00 and update the rates.

TERMS

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

1. Paragraph 2 of the Agreement is hereby amended in full to read as follows:

Scope of services. CONTRACTOR shall provide DISTRICT those services set forth in Exhibit A, attached to the original agreement, Exhibit A-1, attached to Amendment No. 1, and Exhibit A-2, attached to Amendment No. 2, and Exhibit A-3, attached to Amendment No. 3, and Exhibit A-4, attached to Amendment No. 4, and Exhibit A-5 attached to this Amendment No. 5 incorporated by reference herein.

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

Rates. In consideration of CONTRACTOR's fulfillment of the promised work as set forth in Exhibits A, A-1, A-2, and A-3, DISTRICT shall pay at the rates set forth in Exhibit B, attached to the original Agreement; as to the promised work as set forth in Exhibit A-4, the rates set forth in Exhibit B-1, attached to Amendment No. 4. Beginning on the effective date of this Amendment No. 5, in consideration of CONTRACTOR's fulfillment of the promised work, DISTRICT shall pay CONTRACTOR at the rates set forth in Exhibit B-2, as attached hereto and incorporated herein to this Amendment No. 5. CONTRACTOR will be allowed to submit an annual rate schedule adjustment each fiscal year based on the current Bay Area Construction Cost Index or another Index at the request of CONTRACTOR and approved by DISTRICT ENGINEER in writing.

3. Paragraph 3, subd. (c), of the Agreement is hereby amended to read as follows:

Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of SEVENTEEN MILLION EIGHT HUNDRED FOURTY-SIX THOUSAND SEVEN HUNDRED AND SEVENTY-TWO DOLLARS AND ZERO CENTS (\$17,846,772.00) for professional services and expenses; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred.

4. This Amendment No. 5 shall be effective as of the Effective Date first set forth above.

5. Except as provided in paragraphs (1) through (4), above, the terms and provisions of the Agreement shall remain in full force and effect as last approved.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 of the Agreement No. 220223B (FC) to be executed as of the date written on the first page of this Amendment.

HDR ENGINEERING, INC., a Nebraska Corporation

By: H. Kennedy
HOLLY L. KENNEDY, Senior Vice President

“CONTRACTOR”

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

By: _____
JOELLE GALLAGHER,
Chair 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>July 30, 2025</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: _____</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 “A-5”

SCOPE OF WORK – AMENDMENT NO. 5

PROJECT BACKGROUND

The Napa River/Napa Creek Flood Protection Project (Project) was authorized by the Flood Control Act of 1965. The original approved plan is described in the Final Supplemental General Design Memorandum (SGDM) dated October 1998. The Project was designed to provide a 100-year level of flood protection to the City of Napa (downstream to Imola Avenue) while maintaining or enhancing the river’s natural processes.

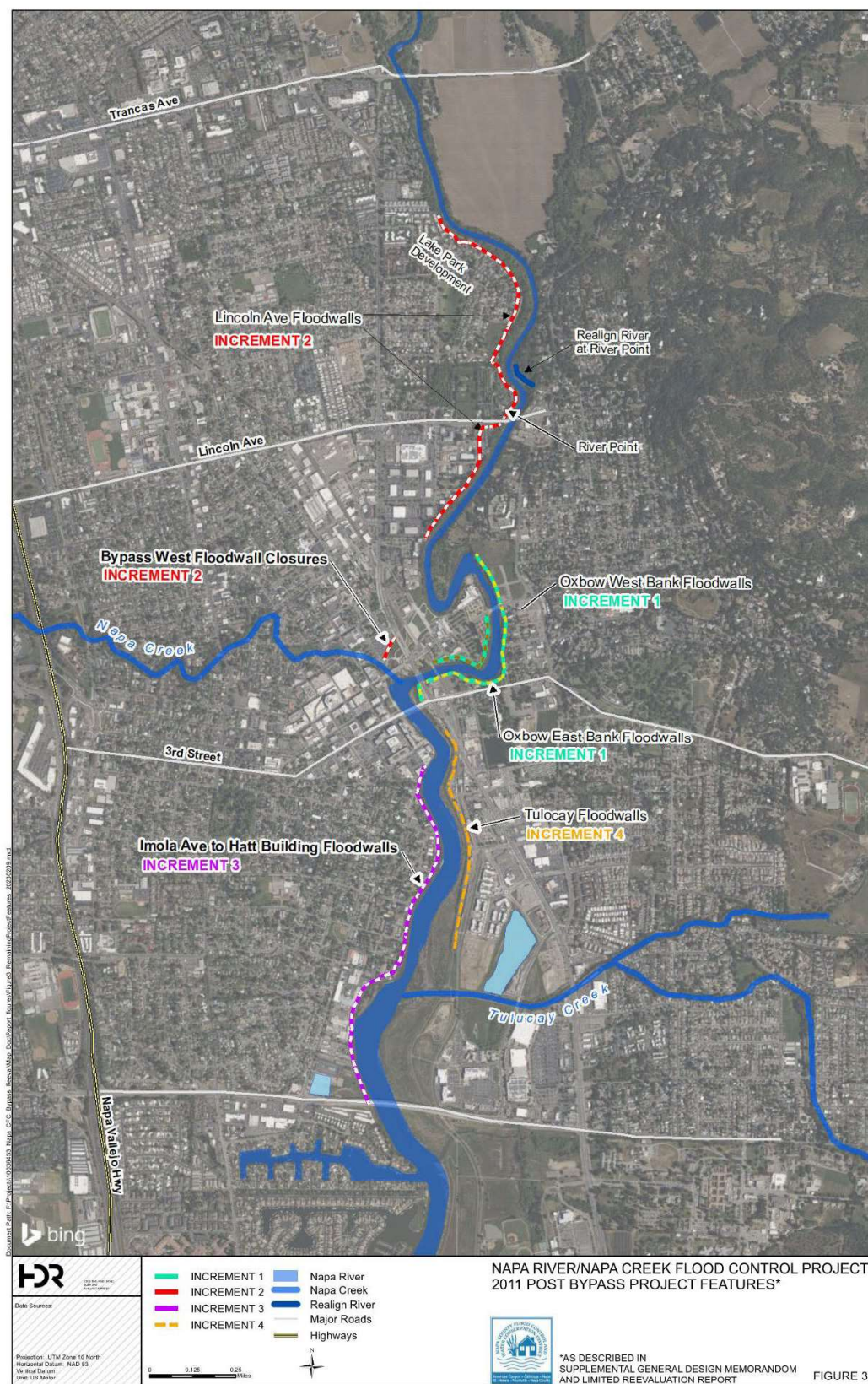
Construction of the Project’s approved plan began in FY 2000, but due to shortfalls in federal appropriations, construction has been intermittent. The Napa County Flood Control and Water Conservation District’s (NCFCWCD) most recent construction was the Bypass Channel, completed in 2015. At that time, the United States Army Corps of Engineers (USACE) determined the Bypass Channel was the last project feature that was economically justified for federal investment. To continue the Project and provide the needed flood risk reduction, NCFCWCD undertook an effort that included a value engineering study and an incremental analysis of remaining Project features to identify remaining increments that USACE could find economically justifiable. NCFCWCD retained HDR to assist with this effort and the study was called the Post-Bypass Value Engineering and Incremental Analysis (VEIA).

NCFCWCD completed the VEIA in 2017, and through that effort, NCFCWCD found additional economically justifiable project increments, primarily by eliminating the three pump stations in USACE’s original SGDM. Elimination of these pump stations reduced costs and enabled two remaining project increments to achieve favorable Benefit-Cost Ratios (BCR). Those two remaining increments, Increments 2 and 3, are both on the west side of the Napa River as shown on Figure 1. Increment 2 includes floodwalls north of the bypass (also known as the Lincoln Area Floodwalls). Increment 3 includes the Imola to Hatt floodwalls. Following the USACE review of the VEIA, USACE produced a Federal Interest Determination, which essentially concurred with the VEIA’s findings and confirmed federal interest in these two increments.

USACE received funding for these two increments in its FY 2021 Workplan, which required the need for an amendment to the Project Partnership Agreement (PPA). While the PPA process was underway, NCFCWCD moved forward with making changes to the floodwall alignment in the Ace & Vine, RiverPointe, and Lake Park areas to address stakeholder concerns, and with initiating the 35% design of the floodwalls north of the Bypass (Increment 2 in the VEIA).

NCFCWCD has since entered a Section 204 Memorandum of Understanding (MOU) with the USACE. Under this MOU, NCFCWCD will provide the design for the proposed work in accordance with the terms and conditions of the MOU and requirements of applicable Federal laws and implementing regulations, including guidance issued for Section 204, as amended.

Figure 1. Napa Project Increments Map



SCOPE OF WORK

The following scope of work progresses the design of Increment 3 from Reconnaissance Level Design to 100% Design in accordance with the Section 204 MOU.

TASK 1. PROJECT MANAGEMENT

A - Project Management

HDR's project manager will provide project management services for the task order's duration. Activities include coordination between HDR's design disciplines, developing and maintaining Quality Control and Quality Assurance (QA/QC) activities, and coordination with NCFCWCD and USACE. HDR's Project Manager will provide monthly invoices and project progress reports to NCFCWCD. The project progress reports will summarize the work performed during the month, the current task order budget, and schedule status. The project progress reports will also identify technical, budget, or schedule issues as needed.

HDR will develop a Project Management Plan (PMP) that presents the objectives, organization, scope of services, schedule, budget, communication protocols, document control, cost controls, invoicing procedures, and reporting. HDR will coordinate with NCFCWCD to comply with USACE Section 204 invoicing/reporting requirements consistent with Increment 2. The PMP will identify the key project delivery team (PDT) members, including HDR, NCFCWCD, and USACE.

HDR will develop a Quality Management Plan (QMP) that will provide the procedures and actions to be taken as part of the QA/QC process. The plan will identify key personnel that will conduct reviews of the project deliverables. The plan will layout the process for PDT reviews, Agency Technical Reviews (ATR) and Safety Assurance Reviews (SAR).

Deliverables:

- Monthly Invoices & Progress Reports (PDF)
- Draft and Final HDR PMP (PDF)
- Draft and Final HDR QMP (PDF)

Assumptions:

- Notice to Proceed will be provided on 8/12/2025. All work will be completed in a 24-month duration.
- The PMP will be updated when there are significant changes in scope or staffing.

B – USACE Review Plan

HDR will perform a review and provide comments to NCFCWCD and USACE on the development of the USACE Review Plan.

Deliverables:

- Review comments (MS Word)

Assumptions:

- One round of review will be performed by HDR.

C – USACE Implementation Plan

HDR will perform a review and provide comments to NCFCWCD and USACE on the development of the USACE Implementation Plan.

Deliverables:

- Comments in a Microsoft Word document on the Implementation Plan

Assumptions:

- One round of review will be performed by HDR.

D – USACE Design Recommendations Report

USACE is developing a Design Recommendations Report (DRR) summarizing work completed by the PDT (NCFCWCD, HDR, and USACE) to comply with federal regulations. In support of DRR development, HDR will provide technical input related to HDR's work to NCFCWCD and USACE for incorporation into the DRR.

Deliverables:

- Write-ups on technical sections for the Draft DRR (Microsoft Word)
- Write-ups on technical sections for the Final DRR (Microsoft Word)

Assumptions:

- HDR will provide write-ups on sections related to HDR's work only. A review of the full DRR is not included.

TASK 2. PROJECT MEETINGS AND SITE VISITS

A- NCFCWCD Coordination Meetings

HDR will attend weekly coordination meetings with representatives of NCFCWCD throughout the 24-month duration of the work. Meetings will inform the parties of progress to date, critical activities, interdependencies of work products, key issues and resolutions, and key decisions. HDR will develop agenda and meeting notes for each meeting.

Deliverables:

- Meeting agendas and notes (PDF)

Assumptions:

- NCFCWCD Coordination meetings will virtual and attended by up to four HDR professionals as needed.
- Meetings will be weekly for one year and biweekly for the second year.
- NCFCWCD Coordination Meeting duration is assumed to be up to one hour.

B – Biweekly PDT Coordination Meetings

HDR will attend biweekly coordination meetings with representatives of NCFCWCD and USACE, throughout the 24-month duration of the work. Meetings will inform the parties of progress to date, critical activities, interdependencies of work products, key issues and resolutions, and key decisions. HDR will develop agendas and meeting notes for each meeting.

Deliverables:

- Meeting agendas and notes (PDF)
- Decision log (PDF)

Assumptions:

- The PDT coordination meetings will be virtual and attended by up to five HDR professionals as needed.

- PDT Coordination Meeting duration is assumed to be up to one hour.

C – HDR Delivery Team Coordination Meetings

HDR design leads will attend coordination meetings to discuss ongoing coordination between the disciplines throughout the 24-month duration of the work.

Deliverables:

- Meeting agendas and notes (PDF)

Assumptions:

- Meetings will be held weekly to discuss ongoing coordination between the discipline leads and will be attended by the Project Manager, Deputy Project Manager, Civil Lead, Environmental Lead, Structural Lead, Geotechnical Lead, Utility Lead, Landscaping Lead, Transportation Lead, Scour Lead, RIDM Lead, and Quality Control Lead.
- Meetings will be virtual and up to 1 hour each.
- Meetings will be weekly for one year and biweekly for the second year.
- River Focus, as a subconsultant to HDR, will attend up to 6 team meetings.

D – Primavera Project Schedule and Monthly Project Schedule Updating Meeting

HDR will prepare an integrated Primavera P6 schedule that will show design tasks, durations, and interdependencies. HDR will coordinate with NCFCWCD to provide monthly schedule updates showing the latest status of the project.

Deliverables:

- Initial Primavera Project Schedule (PDF)
- Monthly Schedule updates (PDF)

Assumptions:

- The Monthly Project Schedule Updating Meeting will be up to two hours each month for the 24-month duration, will be virtual, and will be attended by up to four HDR professionals.

E – Design Team Site Reconnaissance Visits

HDR will conduct site reconnaissance visits of the project area during the design phase. The intent of the site reconnaissance is to confirm field conditions relative to as-built documents, and to assess site characteristics and constraints affecting the project alignment and design of key project features. Photographs of site features will be taken and pertinent observations of site conditions will be recorded.

Deliverables:

- Site photos (digital copies in .jpg format)

Assumptions:

- HDR staff will perform 15 field visits for eight hours per trip.
- Permission to enter private property, if required, will be provided by NCFCWCD.

TASK 3. FINALIZE PREFERRED ALTERNATIVE FOR INCREMENT 3

HDR performed a reconnaissance level design for Increment 3 as part of Amendment 1 for the Project. Additional studies are required to progress the Increment 3 design efficiently into the final design

process. The following subtasks provide the steps necessary for development of the preferred alternative.

A – Closure Structure Alternatives Analysis Memorandum

HDR will develop an alternatives analysis memo and provide recommendations to aid NCFCWCD in selecting a preferred closure structure along the floodwall at openings for pedestrian and vehicular access. Similar to Increment 2, five closure structures will be analyzed including: stoplogs, swing gates, miter gates, rolling (roller) gates, and trolley gates. The memorandum will build upon a similar document developed for Increment 2, with the application of an updated scoring matrix.

The document will be submitted to NCFCWCD for review and comment. Comments will be addressed then a final document will be submitted for NCFCWCD to select a preferred alternative to move forward into design.

Deliverables:

- Draft and Final Closure Structure Alternatives Analysis Memorandum (PDF).

Assumptions:

- NCFCWCD will provide the updated weighting factors corresponding to each criterion.
- A two-hour workshop will be held between the City of Napa and HDR to finalize the scoring matrix and select the preferred alternative.

B – Geometric Approval Drawings and Basis of Design

Increment 3 Reconnaissance Study drawings have been prepared under Amendment 1 and are included in Attachment 1. These drawings will be further progressed to develop Geometric Approval Drawings to be submitted to the City of Napa, Fire and Police for review. The focus of the Geometric Approval Drawings will be to clarify traffic direction along Riverside Drive and the final layout of the Pine Street, Cross Street, and Riverside Drive intersection. Geometric Approval Drawings will include a series of plan views showing the proposed traffic direction along with the preliminary flood control project, as well as typical sections at pertinent locations, similar to the Reconnaissance Study Drawings.

A draft Basis of Design Memorandum (BODM) will be prepared and submitted to NCFCWCD for review and comment. The BODM will summarize the results of the Geometric Approval Drawings and other key design criteria to be utilized in development of the 15% Level Design. The design will be based on appropriate USACE Engineering Manuals consistent with the Increment 2 project.

Comments will be addressed, in writing, then a Final BODM will be submitted for backcheck and approval.

Deliverables:

- Draft and Final Geometric Approval Drawings (11x17 PDF)
- Draft and Final Basis of Design Memorandum (PDF)
- Written responses to comments (Microsoft Word)

Assumptions:

- The design criteria and considerations used to set the top-of-wall elevations will not deviate significantly from those used to set design elevations for the portions of the project already constructed.

- The quantity of plan views or sections will not increase from those included in the draft plan set (Attachment 1).
- The BODM will be finalized in one iteration.
- Geometric Approval Drawings will be approved by the City of Napa, Fire and Police and will be based on the Increment 3 Reconnaissance Level Design.

C – Traffic Operations Analysis

Traffic operations will be evaluated along Riverside Drive, between the Division Street/Brown Street intersection at the north end and Ash Drive at the south end, to support CEQA. The following key scenarios (from a traffic operations standpoint) will be evaluated:

- Existing conditions (assumes “No Build” or “No Project” conditions).
- Existing with Increment 3 Project conditions and Riverside Drive as one-way route (Northbound only) based on the reconnaissance level design sections.

Traffic operations will be qualitatively evaluated by considering existing and proposed number of travel lanes and lane widths, current and expected average daily traffic (ADT) volumes (autos and trucks) along impacted roadway segments and impacts to bike/pedestrian operations and on-street parking. Recent years’ traffic safety data (recent collision data along study segments of Riverside Drive) will be requested from the City and the data reviewed and summarized. For project alternatives that involve elimination of one direction of travel along Riverside Drive, traffic operational impacts on adjacent parallel routes and anticipated traffic recirculation patterns will be reviewed and adverse operational impacts along parallel routes be qualitatively described. For alternatives that involve traffic recirculation to adjacent neighborhood streets, Vehicle Miles Traveled (VMT) impacts will be qualitatively described and documented to support project transportation impact evaluation under CEQA.

Deliverables:

- Draft and Final Traffic Operations Analysis Technical Memorandum (PDF)
- *Written responses to comments*

Assumptions:

- Current or latest available ADT data, and weekday AM and PM peak hour traffic count data at key intersections and segments along Riverside Drive and key parallel streets will be provided by the City. No new traffic count data collection is proposed.
- Peak hour level operational evaluation of intersections is not proposed/anticipated at this time.

D – Finalize Geometric Level Design

HDR will progress the Reconnaissance Design and Geometric Approval Drawings for Increment 3 to a consolidated design package. Key features include the tie-ins to the Hatt Building and Imola Avenue Bridge areas, and intersection design. Design will consist of plan and profile sheets with typical cross-sections and will focus on type, size and location (to include alignment) of the flood risk reduction measures, and include hydraulic, geotechnical, structural, transportation and civil engineering aspects. The design will be used to support assessment of real estate needs, develop an OPCC, and assess potential environmental and residential impacts.

Access and construction considerations, potential impacts to adjacent properties, and need for easements will be considered. Approximate quantities will be developed for the key facility types in AutoCAD,

with onscreen software, or calculated in Microsoft Excel. A Class 4 OPCC, per USACE Engineer Regulation (ER) 1110-2-1302, will be prepared in Microsoft Excel, and key assumptions will be documented. Appropriate contingencies will be added to the costs and notable cost risks will be documented. Cost data will be based on local construction market conditions, previous project cost estimates, and reasonable assumptions of construction methodology and associated labor, equipment, and material costs

Deliverables:

- Draft and Final Geometric Level Design Plans (11x17 PDF)
- Draft and Final OPCC (PDF)
- Written responses to comments

Assumptions:

- The quantity of plan views or sections will not increase from those included in the Geometric Approval Drawings.
- There will be one round of review and comments.
- Real estate assessments will be completed by others.

E – Public Meetings

NCFCWCD will lead the public meeting efforts with support from HDR's technical leads. HDR will prepare production materials that include graphic renderings, PowerPoint presentations, and informational pamphlets in coordination with NCFCWCD.

Deliverables:

- Production of materials (PDF, PowerPoint)

Assumptions:

- Meetings will be in person and attended by up to three HDR personnel.
- Materials needed for public meetings can be derived from work products associated with the above tasks.
- Two (four-hour) Project-wide public meetings.

F – 35% Basis of Design Memorandum

HDR will develop a 35% BODM that will build on the Planning Level Basis of Design and expand to cover design criteria, standards, and considerations used for development of the 35% Design.

Deliverables:

- Draft and Final 35% BODM (PDF)
- Written responses to comments (Microsoft Word)

Assumptions:

- The design criteria and considerations used to set the design for top-of-wall elevations for proposed improvements will not deviate significantly from those used to set design elevations for the portions of the project already constructed.
- The BODM will be finalized in one iteration.

TASK 4. HAZARDOUS AND TOXIC MATERIALS SUPPORT

A – Coordination and Toxic Materials Support

NCFCWCD will lead the Phase I Environmental Site Assessment (ESA) and HDR will provide minimal support in the form of response to comments and questions by NCFCWCD that arise during the Phase I ESA.

Deliverables:

- Written email responses to comments from NCFCWCD.

Assumptions:

- NCFCWCD will lead the Phase I ESA.
- HDR will have one Senior Environmental Planner attend up to four, one-hour virtual meetings and respond to questions on the Phase I ESA.

TASK 5. SUPPLEMENTAL SURVEY

A – Supplemental Survey

RSA⁺, as subconsultant to HDR, will perform a supplemental ground survey of the area near Imola Avenue (Figure 2) and widen existing topographic information along the project alignment (Figure 3). Above ground features will be surveyed in addition to the topographic data. A combined topographic survey file will be provided incorporating the additional areas for use in design, including survey control information.

Figure 2. Supplemental Survey Location

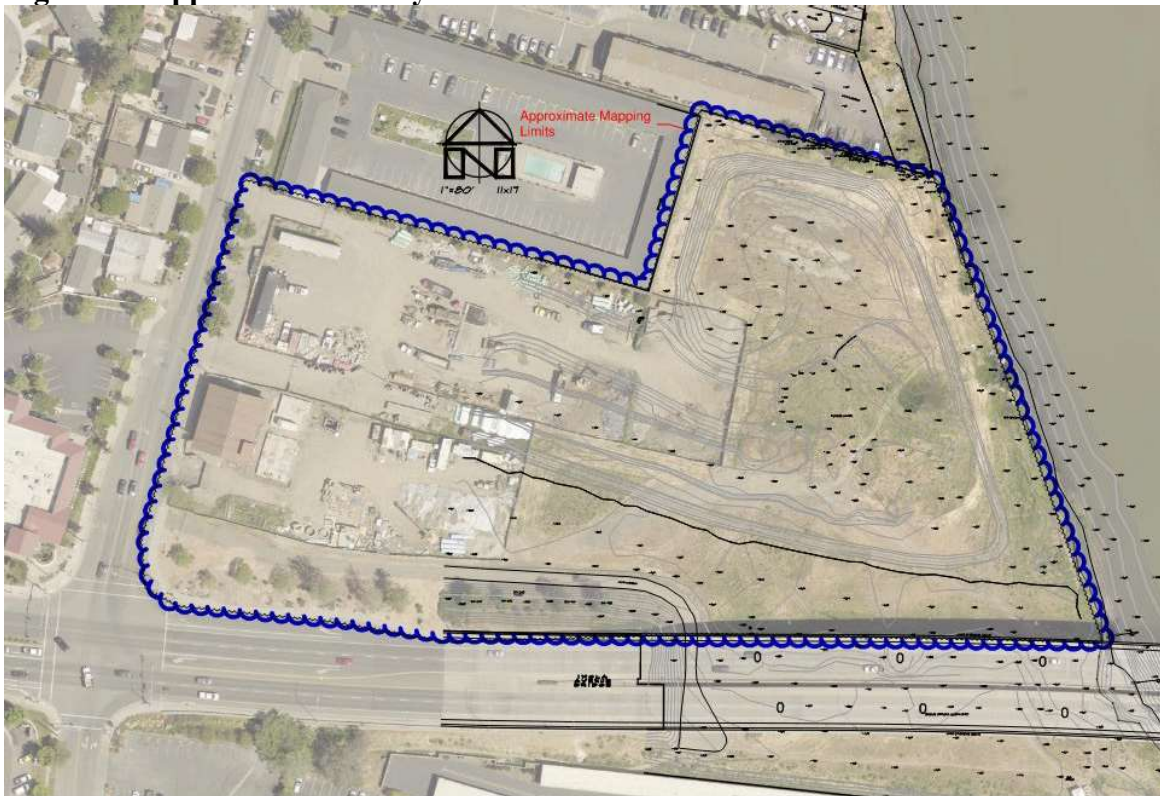


Figure 3. Updated Topographic Survey Corridor



Deliverables:

- Updated Topographic Survey CAD File compatible with AutoCAD 2024 (XML, DWG, and PDF)

Assumptions

- Access is provided by NCFCWCD to perform the field survey.

B – Potholing Services

RSA⁺ will perform approximately 20 potholes at yet to be determined locations along the project alignment. This scope assumes the potholing efforts will be completed in up to two groups. Pothole sites will have USA location services performed prior to potholing activities. Potholing cores will remove asphalt concrete (AC) plugs, if needed, and Vactron native material. Cores will be backfilled with sand, concrete, and AC per City of Napa standards when indicated or required. Traffic or Pedestrian Control Plans will be developed, submitted, and implemented as required for each potholing core location and encroachment permits will be obtained to perform the work.

Deliverables

- Traffic/Pedestrian Control Plan (PDF)
- Encroachment permits (PDF)
- Updated Topographic Survey CAD File with subsurface findings compatible with AutoCAD 2024 (Electronic)

Assumptions

- Pothole locations to be finalized prior to start of potholing services.
- Access is provided by NCFCWCD to perform the field survey.

TASK 6. HYDROLOGY AND HYDRAULICS

A – Review/Update Hydraulic Models and Assess Floodwall Heights

HDR (with subconsultant River Focus) will review the current hydraulic models and documentation for the Project. For floodwall design, as well as analysis of the potential impacts of the floodwall project, a suite of model conditions will be performed:

- Pre-Project Conditions
- Current Interim Conditions
- Post-Floodwall Project Conditions – This model will be compared to Current Interim Conditions and/or Pre-project Conditions to analyze potential impacts, which may be considered temporary impacts.
- Full Buildout Project Conditions – This model (including as-built, current planned, and future components) will be used to calculate the required floodwall elevations because it provides the maximum flood elevations in the Napa River (flood wall heights will be set based on FEMA freeboard requirements [44 CFR 65.10(b)(1)(i)]). Additionally, this model will be compared to pre-project conditions to analyze permanent impacts

River Focus will evaluate whether properties will experience a temporary or permanent increase in 100-year water surface elevation that was not addressed in the project Conditional Letter of Map Revision (CLOMR).

The HEC-RAS 1-D models for the Napa River developed for Increment 2 will be used for the Increment 3 floodwall design. The HEC-RAS 2-D model for the Project will be used for streambank stabilization design, as well as the risk analysis for the floodwall design. Both models will be updated using the latest survey data for the Project provided in Task 6.

Deliverables:

- Modeling methodology, criteria, and results (provided in the Design Documentation Report (DDR) – see below)

Assumptions:

- None.

B – Reconnaissance Design through 35% Design

River Focus will update the hydraulic modeling and floodwall analysis based on the 15% design plans. Model results will be reviewed and summarized, including computed flood elevations, flood extents, and flow velocities. Following comments on the reconnaissance level plans, the hydraulic modeling and floodwall analysis will be updated to reflect the 35% design plans. Model results will be reviewed and summarized, including computed flood elevations, flood extents, and flow velocities. A quality control review of the updated models will be performed, and comments will be addressed and backchecked.

River Focus will evaluate where drainage penetration(s) should be located in the floodwall segments to meet USACE and FEMA requirements. The XP-STORM hydraulic model for interior drainage will be updated and used for analyzing the drainage locations.

River Focus will confirm where closure structures are required to meet USACE and FEMA requirements. The XP-STORM hydraulic model for interior drainage will be updated, as needed, and used for analyzing the drainage and closure structure locations.

Deliverables:

- Results will be included in the DDR (see below).

Assumptions:

- Existing USACE hydrology will be used; no revisions to the hydrology are anticipated.
- Completion of a new Risk and Uncertainty analysis is not included in this scope of work.
- Pump station analysis is not included in this scope of work.

C – 65% through 100% Design

River Focus will update the HEC-RAS 1-D and 2-D hydraulic modeling and floodwall analysis based on the 65%, 95%, and 100% design level plans. Model results will be reviewed and summarized, including computed flood elevations, flood extents, and flow velocities.

River Focus will perform a field reconnaissance investigation of the project area to confirm current river and overbank conditions, and findings will be incorporated into the 65% design hydraulic models.

To analyze the potential impacts of the floodwall project, the 1-D hydraulic model results under post-floodwall project conditions will be compared to current interim conditions and/or pre-project conditions. These may be considered temporary impacts.

To analyze permanent impacts, the Full Buildout Project Conditions will be compared to pre-project conditions. River Focus will determine if properties experience a temporary or permanent increase in 100-year water surface elevation that was not addressed in the project CLOMR. This analysis will be performed at the 65% through 100% design levels.

River Focus, as a subconsultant to HDR, will provide updated 1-D and 2-D hydraulic models to be used in support of scour and erosion control design.

Deliverables:

- Revised hydraulic models (HEC-RAS)
- Results in DDR (see below)
- Documentation of internal quality control reviews

Assumptions:

- Existing USACE hydrology will be used; no revisions to the hydrology are anticipated.
- Risk & Uncertainty (R&U) analysis will not be used for determining floodwall elevations and is not included in the scope of work.
- Pump station analysis is not included in this scope of work.

D – DQA, ATR and SAR Coordination – 35% through 100% Design

River Focus will coordinate with HDR to provide support during the USACE and NCFCWCD review of the 35%, 65%, 95%, and 100% Drawings, Specs, OPCC, and DDR.

Deliverables:

- Responses to hydrology/hydraulics comments

Assumptions:

- None.

E – Support for Risk Analysis

River Focus will use the HEC-RAS 2-D hydraulic model for Full Buildout Project Conditions to calculate/estimate the overtopping flow rates. The frequency of these overtopping flows will be estimated by extrapolation using a flood-frequency curve based on the USACE hydrology. Concurrent flows for major tributaries to the Napa River in the study reach will also be estimated, and extreme event flow hydrographs will be developed for the Napa River and tributaries.

River Focus will model the following scenarios, as required for the risk analysis, based on direction provided by HDR:

- Overtopping without floodwall breach – two model scenarios
- Floodwall breach prior to overtopping – one model scenario
- Floodwall breach with overtopping – one model scenario

River Focus will adjust the hydraulic model domain, if necessary, to accommodate the extreme floods required for the risk analysis. A sensitivity analysis will be performed for the breach location, with two locations modeled for the floodwall breach prior to overtopping model scenario.

Deliverables:

- HEC-RAS hydraulic models and results for the risk analysis (Electronic)
- Documentation of internal quality control reviews (PDF)
- HDF files, model terrain, and flood boundary polygons (Electronic)

Assumptions:

- Floodwall overtopping and/or breach modeling will be performed for full buildout project conditions only.
- Hydrologic analysis is limited to extrapolation of existing USACE hydrology.

TASK 7. SCOUR AND EROSION PROTECTION

A – Bank Stability and Toe Erosion Model (BSTEM) Development

The scour and erosion protection analyses will be based upon the hydraulic models prepared under Task 6. HDR will review the 1-D and 2-D hydraulic models to identify changes that need to be reflected in the scour and erosion protection analyses and design as the Project design progresses. H&H Model updates will be completed, as needed, to support scour and erosion.

HDR will utilize the HEC-RAS 1-D hydraulic model for full buildout project conditions developed in Task 6 to develop an unsteady flow Bank Stability and Toe Erosion (BSTEM) model.

The BSTEM model will include up to ten cross section locations, consistent with the locations of seepage and stability analyses to be performed as described in Task 9. Only the right bank adjacent to the proposed floodwall will be evaluated in the BSTEM model. The edge-of-bank and top-of-toe parameters will be determined from review of topographic data and from site photographs.

Cross section materials will be determined specific to each of the ten cross sections to be included in the BSTEM analysis. Soil strength parameters will be developed from review of the laboratory testing data from the geotechnical analysis in Task 9 and the USACE Napa River Geotechnical Basis of Design

Report (BODR). The NCHRP-Erosion soil test database (Briaud, 2018) will be used to determine critical shear stress and erodibility coefficient based on the plasticity index and saturated unit weight of soils.

Deliverables:

- Model results included with lateral erosion evaluation in DDR

Assumptions:

- The model will utilize the geometry from the HEC-RAS 1-D hydraulic model for full buildout project conditions with no changes.
- The right bank adjacent to the proposed floodwall will be evaluated. Erosion of the left bank is not included in this scope of work.
- The unsteady flow model will be developed for the proposed condition BSTEM analysis only. The model is not intended to be used for the hydraulic analyses in Task 6.

B – Lateral Erosion Analysis

The BSTEM model will be used to calculate a rate and extent of lateral erosion for various storm magnitudes and durations at up to ten cross section locations, consistent with the locations of seepage and stability analyses to be performed as described in Task 9. Five storms will be developed using the 5-day, 100-year design storm from the 2-D model and historical data obtained from the USGS Napa stream gauge #11458000:

- The 2005-2006 storm event from December 2005 through April 2006. This event includes a series of medium to large storm events, with a peak flow rate of 29,600 cfs on December 31, 2005.
- The 1998 storm event. This event includes a series of medium to large storms in rapid succession from January 1998 to February 1998 with a peak flow rate of 19,800 cfs.
- The 2005-2006 storm event from December 2006 to January 2006, appended with the 100-year design storm hydrograph at the end of the model run. This event includes a peak flow rate of 29,600 cfs closely followed by the 5-day, 100-year design storm event with a peak flow rate of 44,370 cfs at Napa River south of Tulucay Creek.
- The 2005-2006 storm event hydrograph from December 27, 2005, to January 9, 2006, extrapolated to the 100-year design storm event peak flow rate of 44,370 cfs at Napa River south of Tulucay Creek.
- The 5-day, 100-year design storm as used in the 2-D HEC-RAS model.

For this analysis, it is assumed the sediment transport module will be activated with the BSTEM analysis but will not require calibration. A sediment transport analysis was performed by Phillip Williams and Associates (PWA) as a part of the Napa River Flood Damage Reduction Plan (PWA, 1997) that did not show significant degradation or aggradation within the Increment 3 Project reach, as such, sediment transport outside the select cross sections to be evaluated for lateral erosion will not be considered as a part of this BSTEM analysis. A singular sediment boundary condition will be evaluated, sediment transport results will not be presented, and calibration of the sediment transport model will not be required, as the focus of the BSTEM model will be lateral erosion.

The analysis will present the rate and magnitude of lateral erosion at each cross section for each design storm event. The analysis will determine if toe and bank protection is necessary, or if NCFCWCD will be able to continue to monitor lateral erosion and perform emergency repairs as a part of an adaptive management operation and maintenance program.

To supplement the BSTEM lateral erosion analysis, the probability of erosion failure will be calculated with the USACE Risk Management Center (RMC) Riverine Suite-Erosion Toolbox, which uses water surface elevations and velocities for loading events up to the top of the floodwall to estimate the conditional probability of failure due to surface erosion on the waterside of a levee.

Deliverables:

- HEC-RAS 1-D hydraulic model with BSTEM analysis
- Lateral erosion estimates
- Failure probability charts from RMC Riverine Suite-Erosion toolbox

Assumptions:

- While the sediment transport module will be active for the analysis, sediment transport will not be evaluated with the BSTEM analysis, only lateral erosion will be determined.
- The sediment transport boundary condition will not require additional data collection or calibration.
- The BSTEM analysis will be performed using the HEC-RAS 1-D hydraulic model for full buildout project conditions only.
- Because of the inherent sensitivity of scour calculations, the BSTEM analysis will not be calibrated excepting through visual “order of magnitude” comparison with historical aerial photographs.

C – Bank Stabilization Design

Based on the results of the lateral erosion analysis determined in Subtask B, for locations on the right bank of the Napa River that will require bank stabilization, HDR will evaluate and recommend methods of bank protection, bank protection limits, and sizing of required protection. Potential bank stabilization methods include but are not limited to seeding, bio-engineered bank protection methods, and rock slope protection. For areas that will require bank stabilization, toe scour will be determined, and rock slope protection will be sized to provide protection to the toe scour depth. Bank protection materials will be designed based on allowable velocities and critical shear stresses from the 1-D hydraulic model. Typical section plan sheets will be provided for the 35%, 65%, 95%, and 100% submittals.

Analysis methods, criteria, results, and recommendations will be documented in the DDR.

Deliverables (Consolidated Deliverable with other Disciplines):

- Scour analyses, design calculations and recommendations for toe scour rock slope protection, and design calculations and recommendations for bank stabilization will be documented in the DDR
- Bank Protection Typical Section Drawings (11” x 17” PDF)
- Technical Specifications (PDF)

- Written response to comments from the DQA and ATR comments

Assumptions:

- Scour analyses and recommendations for scour countermeasures will be performed for areas which require bank stabilization only, based on the results of the lateral erosion analysis performed in Subtask B.
- Up to 8 typical sections for bank protection will be provided.
- Hydrologic and hydraulic analyses will be provided in Task 6.
- Habitat enhancements such as Large Woody Debris, Root Wads, etc. are not assumed to be included in this design. Design of such measures is not included in the scope of work and fee estimate.

D – Overtopping Scour Evaluations and Countermeasure Recommendations

HDR will evaluate overtopping erosion using the RMC scour behind floodwalls toolbox. Up to four locations will be evaluated using water surface elevations and durations from the overtopping flood event in the HEC-RAS 2-D hydraulic model for full buildout project conditions as determined in Section 6. Vegetal cover estimates (when applicable) will be determined from the Landscaping team. Soil strength and erodibility parameters for the lateral erosion analysis will be determined from the geotechnical analysis in Task 8 and from the BODR. Erodibility parameters for critical shear stress and will be determined from statistical analysis of the NCHRP-Erosion soil test database (Briaud, 2018) based on the plasticity index and saturated unit weight of soils.

HDR will evaluate the potential for scour at storm drain outfall locations that penetrate the proposed floodwalls. HDR will determine the magnitude of scour at the outfall based on the flow rates and velocities determined for each pipe. It is assumed the hydrologic and hydraulic analyses for each storm drain will be provided as a part of Task 6.

At each outfall to be evaluated, HDR will calculate/estimate the magnitude of scour and recommend scour countermeasures based on review of existing scour at the site, and using the procedures described in the FHWA Publication No. FHWA-NHI-06-086, *Hydraulic Engineering Circular No. 14*, Third Edition, Published July 2006.

HDR will size scour countermeasures and include design details and specifications for scour countermeasures. Analysis methods, criteria, results, and recommendations will be documented in the DDR.

HDR will review the results of the HEC-RAS 2-D hydraulic model developed in Task 6 for full buildout project conditions and compare peak velocities from the model to allowable velocities for various proposed land cover values and soil types based on the proposed landscaping plans and the geotechnical analysis in Task 8. For areas with velocities and shear stresses greater than allowable values, HDR will investigate local scour caused by the floodwall and, as appropriate, recommend scour countermeasures. Analysis methods, criteria, results, and recommendations will be documented in the DDR.

Based on the results of the overtopping erosion analyses, HDR will coordinate with USACE to evaluate the necessity for scour countermeasures or design changes to mitigate overtopping erosion. Potential mitigation measures include rock slope protection or other erosion protection, redesign of foundations, or redesign of the floodwall to allow for overtopping at other parts of the system which are protected

from erosion (per EM 1110-2-2502). HDR will size appropriate scour countermeasures and develop details and specifications for scour countermeasures. Analysis methods, criteria, results, and recommendations will be documented in the DDR.

Deliverables:

- Calculations and recommendations for erosion and scour mitigation will be included in the DDR.
- Specifications and details for scour mitigation to be coordinated with the civil design team for inclusion in the design deliverables.

Assumptions

- None.

E – Support for Risk Assessment

HDR will provide additional Risk Assessment Analyses for up to two locations previously analyzed. HDR will determine lateral erosion using BSTEM as described in Subtasks B and C considering the overtopping storm developed for the Risk Assessment in Task 7. Soil parameters for use in the revised BSTEM analysis will be coordinated with the geotechnical team.

HDR will use the RMC Riverine Suite-Erosion Toolbox to provide additional lateral erosion analyses to support the Risk Assessment determination. HDR will evaluate the probability for erosion and foundation failure at up to two locations. The RMC Riverine Suite-Erosion Toolbox uses the water surface elevation, velocities, and durations from the overtopping storm developed for the Risk Assessment in Task 7.

Deliverables:

- Lateral scour calculations for inclusion in the Risk Assessment Memo.

Assumptions:

- Hydrologic and hydraulic analyses will be provided in Task 7. No additional hydrologic or hydraulic analysis will be provided with this subtask.
- It is assumed up to two cross section locations will be analyzed to support the Risk Analysis.
- Soil strength and erodibility parameters determined from available test results from BODR and Geotechnical analysis in Task 8.

F – DQA, ATR and SAR Coordination – 35% through 100% Design

HDR will develop responses to review comments during the USACE and NCFCWCD review of the 35%, 65%, 95%, and 100% Drawings, Specs, OPCC, and DDR.

Deliverables:

- Responses to comments

TASK 8. GEOTECHNICAL

A – Field Exploration and Laboratory Testing

The proposed subsurface exploration program will focus on supplementing existing information presented in the USACE Napa River Geotechnical Basis of Design Report (BODR) where additional data are needed for design. The actual number and locations of explorations will be determined during planning in the beginning of the program. For estimating purposes, HDR has allocated performing up to

16 test borings to a depth of 60 feet along or near the proposed floodwall alignment. Up to 6 bulk samples will also be obtained along the edge of the adjacent roadway for pavement design.

Prior to conducting the field work, HDR will prepare a Field Work Plan and HASP, obtain the applicable encroachment and drilling permits, check site access, and check for the presence of underground utilities by contacting Underground Service Alert (USA). NCFCWCD will prepare a Categorical Exemption (Cat Ex) to support geotechnical investigations. In support of this, HDR will conduct limited desktop environmental reviews of publicly available databases, aerial imagery, and other existing and readily available sources of information to verify that the geotechnical investigations will not have potential environmental impacts.

HDR will develop environmental protocols for NCFCWCD's consideration to be included as part of the geotechnical investigations (i.e., archaeological and biological worker awareness training, BMP fencing). HDR will provide the aforementioned relevant information to NCFCWCD for their compilation of the Cat Ex package. NCFCWCD will prepare the NOE form and will submit the NOE to the County Clerk for compliance with CEQA. NCFCWCD will be responsible for paying the filing fee for the NOE.

HDR will retain and coordinate with appropriate exploration subcontractors to select appropriate exploration equipment to access the desired exploration locations, to the extent that is reasonable and practical. This scope and fee do not include measures such as mobilizing barges or rafts, nor preparing temporary pads to explore hard-to-access and potentially environmentally sensitive areas. Drill cuttings and fluids will be generated from the borings. Drill cuttings and fluids will be contained in drums and transported to a nearby temporary storage area provided by NCFCWCD. Following chemical testing of samples of the drummed materials, we will arrange to have the materials transported to an appropriate disposal facility. This scope and fee assume that the subsurface materials encountered are free of contaminants.

A laboratory testing subcontractor will be retained to perform geotechnical laboratory tests on selected samples obtained from the borings. Testing will include moisture content, density, Atterberg limits, gradation, consolidation, and shear strength, as appropriate.

Deliverables:

- Logs of test borings and laboratory test results to be included in 35% DDR (PDF only)
- Field Work Plan (PDF)
- HASP (PDF)

Assumptions:

- Explorations will be performed during regular weekday work hours.
- 16 borings can be completed in a maximum of 4 weeks
- HDR will be provided ready access to proposed exploration locations.
- Soil is free of contaminants.
- In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total cost and/or execution. These conditions and

cost/delays associated with such variances are not the responsibility of HDR and, if such conditions impact HDR's services, the parties will negotiate an equitable adjustment to HDR's fee and/or schedule for performance.

B – Geotechnical Engineering Analyses and Recommendations 35% Design

Based on information from subsurface conditions from the explorations and laboratory tests, HDR will prepare plan and profile figures presenting interpreted geotechnical and geologic conditions along the project alignment. HDR will divide the alignment into reaches with similar subsurface conditions and select a representative cross section for each reach. HDR will then select soil parameters for analysis of each cross section.

HDR will perform engineering analyses to develop 35% level geotechnical conclusions and recommendations for the proposed project. Based on the current concept, the proposed floodwall will consist of a system of T-walls and I-walls with little to no raises in existing site grades. Thus, significant magnitudes of floodwall settlement are not anticipated. For cost estimating purposes, HDR has allocated performing settlement analyses at up to four locations along the project alignment.

HDR will perform seepage and stability analyses for the proposed floodwall system. For cost estimating purposes, HDR has allocated performing seepage and stability analyses for up to 10 cross section locations. For each cross-section location, seepage and stability will be performed for one floodwall geometry and two water surface elevations (100-year water surface elevation) and water at top-of-wall for the following conditions:

- Seepage (both levee through seepage and underseepage)
- Stability under steady-state seepage conditions
- Stability at the end of floodwall construction
- Stability under rapid drawdown loading conditions (when floodwaters recede)
- Stability under seismic loading, including estimated magnitudes of liquefaction induced levee and floodwall settlement and pseudo-static lateral displacement.

HDR will perform engineering evaluations and analyses to develop geotechnical recommendations for the following, as appropriate: earthwork, floodwall and gate structure foundation support, and lateral earth pressures or earth pressure coefficients on floodwalls. HDR will perform engineering evaluation and analysis to develop new roadway pavement section options. The pavement section options will be determined using the gravel equivalency method for design of flexible pavement based on a design Traffic Index provided by the City. The pavement section options will include a conventional hot mix asphalt and aggregate base section and an alternative reinforced subgrade section if soil conditions warrant.

Deliverables:

- Results of geotechnical analyses, conclusions and recommendations in 35% DDR (PDF only).

Assumptions:

- This scope and fee assume that all field exploration and laboratory testing are completed prior to the start of the 35% design phase.
- Geotechnical stability analysis for each cross-section is limited to limit-equilibrium methods only. The scope and fee does not include the stress/deformation using advanced numerical

methods (e.g., finite element or finite difference numerical methods).

- This scope and fee do not include the development and implementation of liquefaction mitigation measures, such as soil improvement. Should such conditions be encountered, NCFCWCD would need to weigh the cost and benefit of liquefaction mitigation measures versus the risks. This issue will need to be addressed as a separate topic if it arises.
- The proposed scope and fee do not include performing a site-specific seismic response analysis. Seismic parameters for design will be developed using the online United States Geological Survey (USGS) Earthquake Hazard Toolbox. Should conditions be encountered that would require a site-specific seismic response analysis, or if required by USACE, additional scope, fee and time will be needed.
- The proposed scope and fee assume that the project features will be classified as Non-Critical with respect to standards for serviceability and safety that need to be met in accordance with ER 1110-2-1806, "Engineering and Design, Earthquake Analysis, Evaluation, and Design for Civil Works Projects," effective June 29, 2024. The proposed scope and fee do not include any additional field investigation, laboratory testing, analysis, evaluation, or design that may be required should any of the project features need to be classified as Critical.

C – Geotechnical Engineering Analyses and Recommendations for 65% Design

HDR will update or revise the geotechnical analyses and recommendations presented in the 35% to reflect changes in the design as the project progresses, and to address DQA and ATR comments. Additionally, the 65% specifications will be reviewed and updated.

Deliverables:

- Results of updated geotechnical analyses, conclusions and recommendations in 65% DDR (PDF only)
- Updates to relevant technical specifications

Assumptions:

- None.

D – Geotechnical Engineering Analyses and Recommendations 95% Design

HDR will update or revise the geotechnical analyses and recommendations presented in the 65% design to reflect changes in the design as the project progresses and address DQA and ATR comments. The 95% specifications will be reviewed and updated.

Deliverables:

- Results of updated geotechnical analyses, conclusions and recommendations in 95% DDR (PDF only)
- Updates to relevant technical specifications

Assumptions:

- None.

E – Geotechnical Engineering Analyses and Recommendations 100% Design

HDR will update the recommendations presented in the 95% design to reflect changes in the design as the project progresses and to address DQA and ATR comments. The 100% specifications will be updated.

Deliverables:

- Results of updated geotechnical conclusions and recommendations in 100% DDR (PDF)
- Geotechnical Data Report (Draft and Final)
- Updates to relevant technical specifications

Assumptions:

- None.

F – Geotechnical Support for Risk Assessment

HDR will provide geotechnical support for the risk assessment to perform supplemental seepage, stability and sensitivity analyses. The analyses will be dependent on the results of the risk workshops, as described in Task 14.

Deliverables:

- Included in Task 14.

Assumptions:

- Geotechnical support includes modifying up to two geotechnical analysis cross-sections and modeling up to eight sensitivity/"what if" scenarios total, as described in Task 14.

TASK 9. STRUCTURAL

The structural work will include the design and/or analysis of floodwalls, inclusive of both concrete T-walls and sheet pile I-walls, transitions, tie-ins to existing structures, closure structures, vault structures and outfall structures. For estimating purposes, it is currently assumed that the floodwalls will be sheet pile walls with the exception of the portion adjacent to the Hatt Building. This portion will be a concrete T-wall to match the wall type designed and constructed by the USACE. The following type, size and location of the closure structures have been assumed for this scope of work:

- 12-ft wide, 4.5-ft tall pedestrian swing/roller gate – Station 59+00
- 6-ft wide, 6-ft tall pedestrian swing/roller gate – Station 49+25
- 20-ft wide, 5-ft tall swing gate/roller gate – Station 46+25
- 20-ft wide, 6-ft tall swing gate/roller gate – Station 43+45
- 6-ft wide, 5-ft tall pedestrian swing/roller gate – Station 37+25
- 6-ft wide, 5.5-ft tall pedestrian swing/roller gate – Station 31+90
- 20-ft wide, 5-ft tall swing gate/roller gate – Station 31+75
- 30-ft wide, 5-ft tall roller gate – Station 27+65
- 12-ft wide, 4.5-ft tall pedestrian swing/roller gate – Station 0+35

The design of each closure structure will include two concrete monoliths, or end abutments, provided at the ends to support the gate. The floodwall, end abutments, and closure structures of the project will be designed in accordance with the applicable USACE engineering manuals and applicable portions of industry codes referenced below. Designs will be based on established engineering practices, incorporating software packages as applicable.

Twenty wall penetrations have been identified crossing the floodwall alignment ranging in pipe diameter size from 4-inch to 60-inch. Penetrations greater than 30-inch require a unique design which will likely consist of a king pile or special framing section at the penetration. The large pipe penetrations will also require new concrete vault structures and outfall headwall structures. The vault structures will provide

positive closure to the penetrations and located on the water side of the structure independent of the floodwall. The vault structure is assumed to be a rectangular concrete structure with a sluice gate that can be operated manually by either a hand crank or a portable drive unit. Access to the vault structure will be from the landside. The following penetrations and vault structures have been identified and used for estimating:

- 36-inch RCP – Station 1+26
- 4-foot by 6-foot RCBC – Station 8+88
- 54-inch CMP – Station 17+62
- 32-inch CMP – Station 32+02
- 60-inch CMP – Station 37+86
- 60-inch CMP – Station 58+42

The structural team will develop the requisite sections of the DDR to support the structural design. This will include design methodology, calculations, analysis, and analysis assumptions used for developing the floodwall, vaults and closure structure design. The DDR will be included with each design submittal (35%, 65%, 95%, 100%).

The following USACE engineer manuals, engineer technical letters, and engineer circulars will be utilized in the structural design (latest versions shall be used).

- EM 1110-2-2000, Standard Practice for Concrete for Civil Works Structures
- EM 1110-2-2007, Structural Design of Concrete Lined Flood Control Channels
- EM 1110-2-2100, Stability Analysis of Concrete Hydraulic Structures
- EM 1110-2-2102, Waterstops and Other Preformed Joint Materials for Civil Works Structures
- EM 1110-2-2104, Strength Design for Reinforced Concrete Hydraulic Structures
- EM 1110-2-2502, Retaining and Flood Walls
- EM 1110-2-2902, Conduits, Culverts and Pipes, Changes 1-3
- EM 1110-2-2107, Design of Hydraulic Steel Structures
- American Concrete Institute (ACI). Building Code Requirements for Structural Concrete (ACI 318).
- American Institute of Steel Construction (AISC). Specification for Structural Steel Buildings (ANSI/AISC 360)
- American Society of Civil Engineers, Minimum Design Loads and associated criteria for Buildings and Other Structures (ASCE/SEI 7)
- American Welding Society, Structural Welding Code, Steel (AWS-D1.1/D1.1M) American Welding Society, Bridge Welding Code (AASHTO/AWS-D1.5/D1.5M)
- Hurricane and Storm Damage Risk Reduction System (HSDRRS) Design Guidelines

The following software will be utilized in the structural design:

- MathCAD
- Microsoft Office
- Microsoft Excel
- SAP2000

- CWALSHT
- CI-Wall

The drawings will be developed utilizing NCFCWCD standards and will include the following:

Table 1. Preliminary Sheet Index – Structural

Plan Title	Qty
General Notes	2
Plan and Profile	35
Concrete T-wall Sections	1
Sheet pile Sections	5
Details	10
Vault Sheets	5
Vaults	10
Outfall Headwall	1
Closure Gates	12
Stoplog	1
Total	87

A – Structural 35% Design

The following will be prepared as a part of the 35% design phase:

- Prepare the stability analysis of the concrete floodwall for load cases as specified in EM 1110-2-2502.
- Analysis of the sheet pile I-walls to determine preliminary sheet pile sizes and embedment depths.
- Stability analysis and sizing of the vault structures and outfall headwall structures. One typical outfall headwall structure design has been included for this scope of work and assumed to apply for the headwalls.
- Conceptual layout of the large pipe penetration detail.
- Analysis and design of the closure gates. The closure gate structures are assumed to be manually operated single leaf steel swing gates. Although four swing gate configurations have been identified, for design efficiency it is assumed that similar designs can be used for various configurations (i.e., the gates will be designed for the largest opening and applied to gates with similar heights). Two swing gate analyses have been assumed for this scope of work. Preliminary design will be performed to determine the member sizes for the two gate configurations.
- Preparing drawings per NCFCWCD standards, including plan and profile and detail sheets.
- A specifications table of contents (TOC) will be developed for the 35% design.
- Structural analysis will be documented in the DDR.
- Quantities will be developed to support the OPCC as described in Task 15.

Deliverables (Consolidated 35% Deliverable with other Disciplines):

- 35% Drawings (11" x 17" PDF)

- 35% DDR (PDF)
- 35% Technical Specification TOC (PDF)

Assumptions:

- ATR and DQA reviews will be performed in parallel as described in Task 14.
- Comments received on the 35% design submittal will be addressed as a part of 65% design development.
- One concrete floodwall section and five sheet pile floodwall sections have been assumed for this scope of work.
- Six vault structures have been assumed for this scope of work.
- Structural drawings and specifications will be submitted as a part of a consolidated package with the civil drawings and specifications.

B – Structural 65% Design

This task will build on work completed as a part of the 35% design development. The level of detail provided in the Drawings and Design Documentation Report (DDR) will be expanded and refined as the design progresses through 65% design increment.

HDR will complete 65% Design level drawings. These drawings will further refine and advance the 35% design level drawings and will include strength design and reinforcement layout for the concrete T-walls, vault structures and outfall structures, along with development of construction drawings. Sheet pile I wall designs will also be further progressed.

HDR will revise the DDR which is intended to be a living document that will be updated at each increment of design and will provide documentation and justification for the assumptions used in analyses, calculations, and designs.

The following will be performed for the 65% design phase:

- Strength design and reinforcement details for the concrete T-walls, vault structures, and outfall structures.
- Finalizing the member sizes for the closure structures.
- Special design considerations and detailing for the sheet pile wall
- Tie-in details of the new concrete flood to existing structures
- Details of the sheet pile I-wall to concrete T-wall transitions
- Development of technical structural specifications
- Structural analysis will be documented in the DDR.
- Quantities will be developed to support the OPCC as described in Task 15.

Deliverables (Consolidated 65% Deliverable with other Disciplines):

- 65% Drawings (11" x 17" PDF)
- 65% DDR (PDF)
- 65% Technical Specifications (PDF)

Assumptions:

- ATR and DQA reviews will be performed in parallel followed by SAR review, as described in Task 14. There will be one round of review comments from each.

C – Structural 95% Design

This task will build on work completed as a part of the 65% design development. The level of detail provided in the Drawings and Design Documentation Report (DDR) will be expanded and refined as the design progresses through 65%, design increment. HDR will complete 95% Design level drawings. These drawings will further refine and advance the 65% design level drawings and will include concrete structure design details, closure structure design details, and development of construction drawings.

HDR will revise the DDR and design calculations based on comments received from the USACE. The following will be performed for the 95% design phase:

- Finalizing the design and details for the concrete T-walls, vault structures, and outfall structures.
- Finalizing the closure gate structure design drawings including the connections.
- Finalizing design for the sheet pile wall and special pipe penetration details.
- Finalizing the tie-in details of the new concrete flood to existing structures.
- Details of the sheet pile I-wall to concrete T-wall transitions.
- Details of the floodwall to high-ground transitions (if applicable).
- Structural analysis will be documented in the DDR.
- Quantities will be developed to support the OPCC as described in Task 15.

Deliverables (Consolidated 95% Deliverable with other Disciplines):

- 95% Drawings (11" x 17" PDF)
- 95% DDR (PDF)
- 95% Specifications (PDF)

Assumptions:

- ATR and DQA reviews will be performed in parallel followed by SAR review, as described in Task 14. There will be one round of review comments from each.

D – Structural 100% Design

The 100% design submittal will be an updated set of drawings, specifications, and DDR. The 100% submittal will be utilized for bidding purposes.

Deliverables (Consolidated 100% Deliverable with other Disciplines):

- 100% Drawings (11" x 17" PDF)
- 100% DDR (PDF)
- 100% Technical Specifications (PDF)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- There will be no substantial changes from the 95% design. There will be no new comments on the 100% design deliverable.

TASK 10. ROADWAY DESIGN

Roadway design of the Riverside Drive street improvements will be based on the City of Napa 2022 Standard Plans and Standard Specifications, and the 2023 Standard Plans of the State of California

Department of Transportation (Caltrans). Drawings will be developed in accordance with NCFCWCD standards. A preliminary sheet index is presented below, we have assumed the sheet count will remain the same through the 100% design.

Table 2. Preliminary Sheet Index – Roadway

Plan Title	Qty
Key Map	1
Typical Sections	2
Layout Plans	6
Construction Details	3
Drainage Layouts	6
Drainage Details	2
Existing Utilities	6
Striping / Marking / Signage	6
Striping / Signage Details	1
Standard Plans - Caltrans and City of Napa	6
Total	39

A – Roadway 35% Design

HDR will prepare conceptual engineering design plan sheets for the street improvements along Riverside Drive between the entrance to the Napa Valley Yacht Club and Division Street. Plan sheets will also be prepared for the improvements at the Riverside Drive, Pine Street, and Cross Street intersection. The following concept design plan sheets will be prepared for the 35% Roadway design.

- The typical sections will show the existing street right of way and the existing and proposed roadway cross section. The typical sections will include the proposed street centerline, curb and gutter, sidewalk, and planter strip locations.
- The layout plans will delineate the street centerline alignment, and the proposed street improvements. The plans will be prepared using the field survey information for Riverside Drive that was conducted under Task 7.
- Profile plan sheets will include profiles for the street centerline and top-of-curb along both sides of Riverside Drive.
- Drainage layout plan sheets will show the existing storm drain improvements along Riverside Drive and the proposed relocation of existing storm drain inlets.
- Existing utility plan sheets will be prepared for Riverside Drive using the information gathered under Task 7.
- Striping plans will show the replacement of existing pavement markings including stop bars, crosswalks, and STOP legends. The plans will show the relocation of existing stop signs and dead-end signs and the location of new One Way signs. The plans will include new pavement striping and signage proposed for the Riverside Drive, Pine Street, and Cross Street intersection.
- Documentation of analyses and design for roadway improvements will be included in the DDR.

- Quantities will be developed to support the OPCC as described in Task 15.

Deliverables (Consolidated 35% Deliverable with other Disciplines):

- 35% Drawings (11" x 17" PDF)
- 35% DDR (PDF)
- 35% Technical Specification TOC (PDF)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- A new storm drain system along Riverside Drive is not required as part of the project. Drainage plans are limited to showing the relocation of existing storm drain inlets.

B – Roadway 65% Design

HDR will complete 65% Design level drawings to further refine and advance the 35% design level drawings. HDR will compile and edit the special provisions required for the Riverside Drive improvements. The special provisions will be based on the Caltrans 2023 Standard Specifications and Standard Special Provisions and supplemented by the City of Napa 2022 Special Provisions.

HDR will prepare designs for the relocation of existing storm drain inlets along Riverside Drive. These designs will be provided to the City of Napa for review and comment as part of the 65%, 95%, and 100% PS&E submittals.

Deliverables (Consolidated 65% Deliverable with other Disciplines):

- 65% Drawings (PDF)
- 65% DDR (PDF)
- 65% Technical Specifications (PDF)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- The City of Napa will provide the Pavement Structural Section to be used for the Riverside Drive street improvements.
- Traffic staging plans will be the responsibility of the construction contractor and are not part of the Riverside Drive PS&E.
- Potential utility conflicts will be identified during the 65% design. Potholes will be acquired under Task 6.
- The existing streetlights along Riverside Drive will remain on the existing overhead power poles. Electrical plans for new streetlights are not included in the scope of work.

C – Roadway 95% Design

HDR will complete 95% Design level drawings that further refine and advance the 65% design level drawings. The 95% Design will be considered substantially complete and provided to NCFCWCD and USACE for backcheck and approval.

Deliverables (Consolidated 95% Deliverable with other Disciplines):

- 95% Drawings (11" x 17" PDF)
- 95% DDR (PDF)

- 95% Technical Specifications (PDF)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- None.

D – Roadway 100% Design

The 100% design submittal will be an updated set of drawings, specifications, and DDR. The 100% submittal will be utilized for bidding purposes.

Deliverables (Consolidated 100% Deliverable with other Disciplines):

- 100% Drawings (11” x 17” PDF)
- 100% DDR (PDF)
- 100% Technical Specifications (PDFs)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- There will be no substantial changes from the 95% design. There will be no new comments on the 100% design deliverable.

TASK 11. CIVIL DESIGN

Civil design drawings will be prepared using AutoCAD software using NCFCWCD standards. These drawings will include general project layouts, updated survey and mapping data, floodwall alignments and profiles, typical sections, utility abandonment and relocations details, revetment details, and other necessary information to develop construction drawings. The following table provides an initial sheet index for civil drawings, we have assumed the sheet count will remain the same through 100% design.

Table 3. Preliminary Sheet Index – Civil

Plan Title	Qty
General Drawings	11
Survey Drawings	2
Demolition Drawings	12
Plan and Profile	20
Typical Sections	9
Details	6
Pavement Details	6
Utilities	24
Total	90

A – Civil 35% Design

HDR will coordinate with the respective agency/owner for modifications to public/City maintained utilities (water, sewer, and drainage system) impacted by the Project. HDR will prepare designs for the respective utilities in accordance with local and state standards and codes. These designs will be

provided to the respective agency for comment and review for each increment of design. Known utilities include a 6-inch cast iron waterline along Riverside Drive that will potentially be impacted by the proposed floodwall as well as two sewer and water laterals servicing waterside businesses.

HDR will coordinate with the respective private utility owners (e.g., PG&E, AT&T) impacted by the Project. The design of private utility modifications will be done by the respective owner and HDR will be responsible for providing information and coordination with the private utility owner about the Project features and requirements to resolve conflicts.

HDR will provide continued coordination with NCFCWCD on Project needs for temporary and permanent real estate.

The design team will coordinate with the environmental team to support the Supplemental EA/EIR. This includes effort to estimate equipment types, their usage duration, the overall construction duration, and quantify impact areas commonly called permanent and temporary construction limits.

HDR will prepare 35% Design level drawings. HDR will develop a combined DDR incorporating design information from the tasks listed in this proposal. The DDR is intended to be a living document updated at each increment of design and will provide documentation and justification for the assumptions used in analyses, calculations, and designs. HDR will develop a Specifications Table of Contents that lists applicable technical (Division 1 and above) specifications relevant to the design elements listed above.

The HDR team will coordinate with NCFCWCD and USACE on the DQA and ATR reviews and provide responses to the comments for both the DQA and ATR. As part of the review process the HDR team will support NCFCWCD in conducting a Technical Review Conference that will provide the project background and present the key features of the 35% designs to the DQA and ATR reviewers. The HDR technical leads will present an overview of the engineering analysis to support the 35% designs. HDR will work with NCFCWCD and USACE to resolve comments from the DQA and ATR.

Deliverables (Consolidated 35% Deliverable with other Disciplines):

- 35% Drawings (11" x 17" PDF)
- 35% DDR (PDF)
- 35% Technical Specifications TOC (PDF)
- Written response to comments from the DQA and ATR comments

Assumptions:

- DQA and ATR reviews will be performed in series. The SAR will be performed in parallel with the DQA and ATR reviews. There will be one round of review comments from each. HDR will provide response to comments once all comments (DQA and ATR) have been received for backcheck and signoff by the corresponding reviewers.

B – Civil 65% Design

The 65% design submittal will be an updated set of drawings and DDR expanded on the 35% design submittal. The submittal will also include written responses to ATR and SAR comments on the 35% design submittal. HDR will continue coordination with public and private utilities impacted by design and continue coordination with NCFCWCD on Project needs for temporary and permanent real estate.

HDR will coordinate engineering with the environmental team to support the Supplemental EA/EIR. This includes effort to estimate equipment types, their usage duration, the overall construction duration, and quantify impact areas commonly called permanent and temporary construction limits.

HDR will complete 65% Design level drawings. These drawings will further refine and advance the 35% design level drawings and will include general project layouts, updated survey and mapping data, floodwall alignments and profiles, typical sections, utility abandonment and relocations details, revetment details, structural details, landscaping and permanent irrigation, and other necessary information to develop construction drawings.

HDR will revise the DDR, intended to be a living document updated at each increment of design, and provide documentation and justification for the assumptions used in analyses, calculations, and designs. Technical specifications will be prepared based on the outline of technical specifications developed during the 35% design.

The SAR will start at the 65% Design stage. DQA and ATR reviews will be performed in series, and the SAR will be performed after the DQA and ATR reviews. There will be one round of review comments from each. HDR will work with NCFCWCD and USACE to resolve comments from the DQA, ATR and SAR.

Deliverables (Consolidated 65% Deliverable with other Disciplines):

- 65% Drawings (11" x 17" PDF)
- 65% DDR (PDF)
- 65% Technical Specifications (Microsoft Word)
- Written response to comments from the DQA, ATR and SAR comments.

Assumptions:

- ATR and DQA reviews will be performed in parallel followed by SAR review. There will be one round of review comments from each.
- General Specification, Bid Forms, Standard Forms, and similar (non-technical specifications) are to be provided by others.

C – Civil 95% Design

HDR will prepare a 95% Design level submittal. Drawings will further refine and advance the 65% design level drawings. The 95% DDR and Technical Specifications will be a further refinement of the 65% design documents. The 95% Design will be considered substantially complete and provided to NCFCWCD and USACE for backcheck and approval. Coordination will continue with the environmental team as needed based on revisions to the design.

Deliverables (Consolidated 95% Deliverable with other Disciplines):

- 95% Drawings (11" x 17" PDF)
- 95% DDR (PDF)
- 95% Technical Specifications (Microsoft Word)
- Written response to comments from the DQA, ATR and SAR comments.

Assumptions:

- ATR and DQA reviews will be performed in parallel followed by SAR review. There will be one round of review comments from each.

- General Specification, Bid Forms, Standard Forms, and similar (non-technical specifications) are done by others.

D – Civil 100% Design

The 100% design submittal will be an updated set of drawings, specifications, and DDR. The 100% submittal is considered final and will be utilized for bidding purposes.

Deliverables (Consolidated 100% Deliverable with other Disciplines):

- 100% Drawings (11” x 17” PDF)
- 100% DDR (PDF)
- 100% Technical Specifications as a package of specifications (PDFs)
- Written response to comments from the DQA, ATR and SAR comment.

Assumptions:

- There will be no substantial changes from the 95% design. There will be no new comments on the 100% design deliverable.

TASK 12. LANDSCAPING

HDR will coordinate with the respective owner/NCFCWCD for modifications to existing plant communities and irrigation systems impacted by the Project. HDR will provide ornamental and native plant restoration drawings for select areas of the Project to be agreed upon with NCFCWCD. Irrigation design will be limited to new meter locations, as necessary, and associated point of connection components for future irrigation systems (by others). Fence and Wall Aesthetics are not included in this scope of work. The following table provides an initial sheet index for landscape drawings, we have assumed the sheet count will remain the same through 100% design.

Table 4. Preliminary Sheet Index – Landscaping

Plan Title	Qty
Planting Drawings	10
Irrigation Drawings	10
Total	20

A – Landscaping 35% Design

HDR will complete 35% Design level planting and irrigation drawings. Specifications TOC will be developed as an outline of planting and irrigation technical specifications.

Deliverables (Consolidated 35% Deliverable with other Disciplines):

- 35% Drawings (11” x 17” PDF)
- 35% Technical Specifications TOC (PDF)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- Irrigation Drawings will identify meter locations, and points of connection needs only.

B – Landscaping 65% Design

HDR will complete 65% Design level planting and irrigation drawings. Specs will be drafted based on

the outline of technical specifications developed during the 35% design and will include specifications for planting and irrigation features.

Deliverables (Consolidated 65% Deliverable with other Disciplines):

- 65% Drawings (11" x 17" PDF)
- 65% Technical Specifications (Microsoft Word)

Assumptions:

- Landscape Architect will attend up to six of the bi-weekly two-hour coordination meetings.
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

C – Landscaping 95% Design

HDR will complete 95% Design level drawings and specifications. These drawings will further refine and advance the 65% design level drawings and will include updated landscaping and permanent irrigation plans. Specs will be drafted based on the outline of technical specifications developed during the 65% design and will include specifications for design features. The 95% Design will be considered substantially complete and provided to NCFCWCD and USACE for backcheck and approval.

Deliverables (Consolidated 95% Deliverable with other Disciplines):

- 95% Drawings (11" x 17" PDF)
- 95% Technical Specifications as individual specifications (Microsoft Word)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses

Assumptions:

- None.

D – Landscaping 100% Design

The 100% design submittal will be an updated set of drawings, specifications, and DDR. The 100% submittal will be utilized for bidding purposes.

Deliverables (Consolidated 100% Deliverable with other Disciplines):

- 100% Drawings (11" x 17" PDF)
- 100% DDR (PDF)
- 100% Technical Specifications as a package of specifications (PDFs)
- Written response to comments from the DQA and ATR comments to be combined with HDR Team responses.

Assumptions:

- There will be no substantial changes from the 95% design. There will be no new comments on the 100% design deliverable.

TASK 13. OPCC AND CONSTRUCTION SCHEDULE

A – 35% OPCC and Construction Schedule

HDR will prepare quantities and an OPCC for the preferred alternative based on the feasibility level designs. The OPCC will be Class 4 per USACE Engineering Regulation (ER) 1110-2-1302. The 35% OPCC will be prepared in Microsoft Excel, and key assumptions will be documented. Takeoffs will be prepared in AutoCAD, with onscreen software, or calculated in Microsoft Excel. Appropriate

contingencies will be added to the costs and notable cost risks will be described in the report. Cost data will be based on local construction market conditions, previous project cost estimates, and reasonable assumptions of construction methodology and associated labor, equipment, and material costs.

Deliverables:

- 35% OPCC (PDF)
- OPCC Spreadsheet

Assumptions:

- A total project cost summary will not be submitted.
- A cost schedule risk analysis will not be conducted.

B – 65% OPCC and Construction Schedule

The OPCC will be prepared in Microcomputer Aided Cost Estimating System (MCACES) version 4.4.3 or later. Cost data will be based on current equipment rates (Region VII equipment library), local labor libraries (DBA and SCA rates current as of estimate submittal) and material prices (local price quotations or other justifiable assumptions or sources). Costs will be escalated to the midpoint of construction. The MCACES Cost Book will be the 2023 release when used. Reasonable assumptions of construction methodology will be made when developing crews, production rates, and pricing and assumptions will be documented in the project notes. The 65% OPCC will be a Class 3 estimate.

Appropriate contingencies will be added to the costs consistent with ER 1110-2-1302 if requested by USACE Cost Engineering staff and notable cost risks will be described in the report. A formal cost schedule risk analysis will not be performed. Quantity take-offs will be prepared in AutoCAD, with onscreen software, or in Microsoft Excel. Backup documentation will include quantity takeoffs, key assumptions of construction methods and indirect costs, and sources of cost information. A total project cost summary (TPCS) will not be prepared. Coordination meetings with the USACE and NCFCWCD will occur to discuss estimate assumptions and project cost constraints.

A construction schedule will be prepared in Gantt chart format displaying major work items with start times, completion times, and durations. The construction schedule will be supported by the construction sequencing, work breakdown structure, and durations detailed in the OPCC. The schedule will be used as the basis for determining construction contract duration and applied to indirect costs in the OPCC as appropriate. The schedule will be prepared in Microsoft Project or equivalent scheduling software.

Deliverables:

- 65% OPCC MCACES Cost Report (PDF) and native file (.mlp)
- Cost estimate backup documentation (takeoffs, production calculations, cost quotations, basis of rates).
- Construction schedule (PDF and native file)

Assumptions:

- The OPCC will conform to USACE ER 1110-2-1302, UFC 3-740-05, and the document Cost Estimate Enclosure for AE SOW_20200304 and will be prepared in detail matching the level of design.
- A cost schedule risk analysis will not be conducted.

C – 95% OPCC and Construction Schedule

The 95% OPCC will be a refinement to the 65% OPCC based on the progression of the design. The 95% OPCC will be a Class 2 estimate. Appropriate contingencies will be added to the costs and notable cost risks will be described in the report. A formal cost schedule risk analysis will not be performed. A total project cost summary (TPCS) will not be prepared. Coordination meetings with the USACE and NCFCWCD will occur to discuss estimate assumptions and project cost constraints. The construction schedule will be updated as needed based on design progression.

Deliverables:

- 95% OPCC MCACES Cost Report (PDF) and native file (.mlp)
- Written responses to comment
- Cost estimate backup documentation (takeoffs, production calculations, cost quotations, basis of rates)
- Construction schedule (PDF and native file)

Assumptions:

- A cost schedule risk analysis will not be conducted.

D – 100% OPCC and Construction Schedule

The 100% OPCC will be a refinement to the 95% OPCC based on the progression of the design. The 100% OPCC will be a Class 1 estimate. Appropriate contingencies will be added to the costs and notable cost risks will be described in the report. The construction schedule will be updated as needed based on design progression.

Deliverables:

- 100% OPCC MCACES Cost Report (PDF) and native file (.mlp)
- Written responses to comments.
- Cost estimate backup documentation (takeoffs, production calculations, cost quotations, basis of rates).
- Construction schedule (PDF and native file)

Assumptions:

- A cost schedule risk analysis will not be conducted.

TASK 14. RISK ASSESSMENT/RISK INFORMED DESIGN

The USACE recently published *Interim Approach for Risk-Informed Designs for Dam and Levee Projects* (ECB 2022-7), which states that risk assessments should help guide and refine design decisions. It further states that that “risk-informed approach will be used for dam and levee designs for new projects, modifications, improvements, rehabilitation or repairs.” USACE acknowledges that “since the formal application of risk-informed design is a new requirement, the risk assessments must be scaled to fit within the constraints of current schedules and budgets.” The guidance clarifies that “reformulation is not the goal when incorporating risk into the design of projects with an approved decision document. To satisfy the intent of ECB 2022-7, HDR will complete the following tasks:

- A. Potential Failure Modes Analysis and Risk Screening Workshop
- B. Hydrologic Loading
- C. Supporting Engineering Analyses
- D. Consequences Assessment

- E. Design Refinement Charrette
- F. Risk Estimating
- G. Risk Report

A – Potential Failure Modes Analysis and Risk Screening Workshop

Between 35% and 65% design milestones, HDR will conduct a workshop to review the emerging design and provide recommendations for design refinements. The efforts will focus on identifying and screening Potential Failure Modes (PFMs) to confirm that the design includes appropriate defense measures. Opportunities to recommend Increment 3 configuration and incorporate features that could enhance environmental and recreational benefits of the project will also be discussed. The risk workshop is expected to be collaborative and include representatives of the design team, NCFCWCD, USACE and others as deemed appropriate. The workshop will be facilitated by an HDR risk facilitator. No expert elicitation or risk estimating will be conducted at this time. The goal is to document risk-driving PFMs that should be carried forward into a semi-quantitative risk analysis and identify additional analyses needed to progress the design.

Deliverables:

- A PFMA/Risk screening memorandum, which will be later incorporated into to an Increment 3 Risk Report that will be presented with the 95% DDR. The report will describe risk-driving potential failure modes, including more likely and less likely factors and major areas of uncertainty, provide justification for excluded failure modes, present major findings, and provide recommendations for additional analyses and design refinements.
- A draft memorandum will be provided to participants for review and comments.

Assumptions:

- Three-day in-person workshop, to be held in HDR Sacramento or Folsom, CA office.
- HDR will provide a risk facilitator, a notetaker and up to 7 subject matter experts (geotechnical, structural, hydrology/hydraulics, transportation, scour, civil/utilities and constructability). No expert elicitation or risk estimating will be completed during this workshop.
- Decisions related to risk tolerability and associated design refinements including deviations from the deterministic criteria will be made by NCFCWCD in consultation with USACE as appropriate and communicated to HDR for the 65% design development.

B – Hydrologic Loading

HDR will develop representative hydrologic loading functions (probability of loading the levee to various levels and duration of loading) at the locations of risk-driving PFMs. The functions will be based on the existing hydrologic and hydraulic modeling previously completed for the project reach and efforts completed as part of Task 8.

Deliverables:

- Representative hydrologic loading functions and supporting documentation to be incorporated into the Risk Report (Task 17G)

Assumptions:

- Up to three representative loading functions will be developed. These functions will be based on readily available existing information and no additional H&H modeling will be required to complete this effort.

C – Supporting Engineering Analyses

Following the PFMA/risk screening workshop, HDR will complete supplemental engineering analyses to help evaluate risk-driving PFMs. These analyses are in addition to design calculations described in Tasks 6 through 8. They are intended to test sensitivity of the results, explore “what if” scenarios and improve confidence in the design decisions.

Deliverables:

- Calculation packages to be included in the Increment 3 Risk Report

Assumptions:

- Supporting analyses may include seepage, stability, scour, structural, or other relevant discipline as deemed necessary. It is assumed that sensitivity analyses will be completed based on existing numerical models and engineering analyses developed under Tasks 6 through 8 with only minor modifications. For the purposes of the fee estimate, the effort is assumed to be commensurate with modifying two geotechnical analysis cross-sections and modeling up to eight sensitivity/“what if” scenarios total. The type and specific modeling details will be determined based on the outcome of Task 14A to fit within the authorized budget.

D – Consequences Assessment

HDR will estimate potential life loss and direct economic damages in the leveed area caused by inundation due to breach or overtopping of Increment 3 levee. Consequences assessment will be completed with the USACE Levee Screening Tool (LST) following guidance in the *LST Application Guide and Technical Reference Manual*.

To help develop LST inputs related to emergency preparedness parameters, HDR will hold a two-hour informal virtual interview with NCFCWCD, City of Napa staff and local emergency management authorities as appropriate. Interview participants will be identified in collaboration with NCFCWCD.

Deliverables:

- A memorandum summarizing consequences assessment results, including inundation maps for the modeled breach scenarios.

Assumptions:

- Consequences modeling will be completed for up to two breach locations, to be selected based on Task 14A.
- Task includes limited sensitivity analyses (up to eight runs) to test sensitivity to select input parameters
- NCFCWCD will provide their flood emergency action plan(s) for review.
- USACE National Structure Inventory will be used to identify the population at risk
- USACE will provide HDR access to the LST software.

E – Design Refinement Charrette – Optional Task

HDR will conduct a design charrette to review and refine issue-specific design decisions. This could include a particular location, feature or design alternative, or other design consideration brought forward by the design team or the reviewers. Charrette participants are expected to include HDR (design leads and subject matter experts), NCFCWCD, USACE and DQA, ATR, SAR reviewers as appropriate. The specific topic(s), timing and participants will be selected in consultation with NCFCWCD.

Deliverables:

- A draft and final memorandum summarizing discussions and decisions.

Assumptions:

- The effort is to prepare for, conduct, and document the charrette.
- A draft memorandum will be provided to participants for review and comments.
- HDR will provide a facilitator and a note taker.
- Up to seven HDR technical experts will participate in the charrette.
- The charrette will be a full day in-person meeting held at HDR Sacramento office.

F – Risk Estimating

Semi-quantitative risk estimates will be developed for risk-driving potential failure modes identified in Task 14A using SQRA calculations methodology (USACE RMC-TN-2018-01) and designs advanced to 65% level. HDR will facilitate virtual expert elicitation meetings with subject matter experts to develop the estimates.

Deliverables:

- Results will be incorporated into the risk report.

Assumptions:

- Up to three virtual meetings, each four hours long, will be required to complete expert elicitation
- Risk estimates will be developed based on the 65% design deliverables; updating risk estimates to reflect 100% design and/or as-constructed conditions is outside the scope
- The risk estimators will be a combination of USACE and HDR technical staff; HDR will provide two estimators, a risk facilitator and a note taker
- HDR will prepare technical briefing presentations to inform elicitation

G – Increment 3 Risk Report

Increment 3 Risk Report will present results of Tasks 14A through 14F. The draft report will be submitted for review as a separate deliverable between 65% and 95% design milestones, with final report incorporated into the 95% DDR.

Deliverables:

- Draft and final report

Assumptions:

- Review comments on the draft report will be provided within 30 calendar days following submittal. This is necessary for HDR to be able to develop a final report for the 95% DDR.

TASK 15. OMRR&R MANUAL UPDATES

Work completed on the Project includes floodwall, penetration, and encroachment improvements within Napa County. As a result, the OMRR&R Manual dated July 2025 developed as part of the Increment 2 project must be updated to account for improvements associated with Increment 3. HDR will work with NCFWCWD to prepare an Addendum for the OMRR&R Manual incorporating revisions based on the proposed Increment 3 improvements. The addendum will include updated information on encroachments, penetrations, historical information, unique features along the floodwall and within the flood right-of-way, maintenance requirements, and other pertinent improvements and information. A Draft and Final full revision of the OMRR&R Manual will be developed after construction is complete

under a future task order.

HDR will submit a draft copy of the Addendum to NCFCWCD and USACE for review. HDR will address comments in writing, then submit a final Addendum.

Deliverables:

- Draft OMRR&R Manual Addendum.
- Written response to NCFCWCD and USACE comments (Excel or PDF).
- Final OMRR&R Manual Addendum.

Assumptions:

- The OMRR&R Addendum will be updated and formatted in accordance with USACE ER 1110-2-401.
- The Addendum will include OMRR&R requirements for improvements made to the system as part of the Project. HDR will use the latest version of the OMRR&R Manual developed for Increment 2 as a basis for the Addendum.
- A full revision of the OMRR&R Manual will be developed after construction is complete under a future task order.
- The Addendum will not include shop drawings and manufacturer-supplied documents for equipment, gates or other appurtenances associated with Increment 3 which won't be available to the design team until construction submittals have been submitted by the Contractor during construction. These documents, which are typically included in an OMRR&R Manual, will be incorporated as part of the Draft and Final Manual updates post construction.

TASK 16. INDUCED FLOODING/TAKINGS ANALYSIS

Using existing hydraulic modeling results to the extent possible, and generating new modeling results only when necessary, River Focus, as a subconsultant to HDR, will develop flood inundation information for the following project conditions:

- a) Without Project (before any Federal-constructed features)
- b) With Federal-constructed features up through the Dry Bypass, plus Increment 2 and Increment 3.

The flood inundation information will be developed for the following Annual Exceedance Probability (AEP) / return periods.

• AEP	• Return Period (years)
• 50%	• 2
• 20%	• 5
• 10%	• 10
• 4%	• 25
• 2%	• 50
• 1%	• 100
• 0.5%	• 200
• 0.2%	• 500

The Project's existing 1-D hydraulic models, which are being used for the design of Increment 2 and Increment 3, will be utilized for computing flood depths and velocities.

Building off of previous work, 2-D hydraulic models will be developed for Without Project conditions and for Increment 2 plus Increment 3. The 2-D hydraulic models will be run long enough to allow the water to recede.

An Induced Flooding memo will be developed that includes the following information:

- Background on the hydraulic models used and methods applied, including a discussion of the uncertainty and tolerance of the hydraulic models
- Flooding inundation maps for each return period
- Flood extent, depth, velocity, arrival times, duration, etc. for each return period across the study area
- Variation in depth, arrival times, duration, etc. between different conditions

The induced flooding memo will undergo QC review. USACE will provide a Quality Assurance level review. Once comments have been addressed, a final memo will be prepared. The flood inundation maps will be provided in raster file format, suitable for use in a GIS system.

Flood inundation data and real estate parcel data will be overlaid in a GIS system to calculate variations in depth, arrival times, and duration for various return periods. The goal is to provide a structure/property inventory of residential or commercial structures and properties that are flooded. This analysis will be summarized in both figures and data tables.

The results of the structure flooding investigation will be summarized in a draft Structure Flooding Analysis report that includes data tables, figures, and maps showing the parcel impacts (and individual buildings as available). The parcel/building vs flooding analysis memo will undergo QC review. USACE will provide a Quality Assurance level review. Once comments have been addressed, a final memo will be prepared.

HDR and River Focus will support NCFCWCD in answering questions from the USACE Sacramento District Office of Counsel and will modify the results in accordance with Office of Counsel requests.

Deliverables:

- HEC-RAS hydraulic models and results for the induced flooding analysis
- Flood inundation map as GIS raster files
- Documentation of internal QC reviews
- Draft and final Induced Flooding technical memo
- Draft and final Structure Flooding Analysis report

Assumptions:

- NCFCWCD will provide the parcel and building GIS information.

TASK 17. ENVIRONMENTAL DOCUMENTATION AND PERMITTING

Given the 25 years that have transpired since the 1999 Supplemental Environmental Impact Statement/Environmental Impact Report (1999 SEIS/EIR) for the overall Flood Protection Project as

well as the proposed modifications to the floodwall design, bank protection, traffic circulation plan, and utility relocations, and the fact that the Project requires additional discretionary action by NCFCWCD and USACE, the Project requires additional environmental review. Specifically, the Increment 3 Floodwalls Project requires reevaluation under the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), the Endangered Species Act (ESA), the California Endangered Species Act (CESA), Clean Water Act (CWA), Clean Air Act (CAA), and National Historic Preservation Act (NHPA). The following scope presents options for CEQA and NEPA environmental documentation and permitting and consultation based on the reevaluation.

A – Environmental Documentation

CEQA Documentation

Building from the 1999 SEIS/EIR and the VEIA and reconnaissance study, HDR's environmental team will work closely with NCFCWCD and the design team in the reevaluation of the proposed floodwall design for Increment 3. HDR will compare the Project Description from the 1999 SEIS/EIR with updated information from preliminary design for the Increment 3 Floodwalls to determine the extent of changes. Due to the time that has transpired since the 1999 SEIS/EIR was completed, the changes within the project design, and changes within the regulatory context, HDR recommends reevaluating environmental impacts and preparing a supplemental CEQA document. To determine the appropriate level of CEQA supplemental documentation, HDR recommends preparing an Initial Study (IS) based on the information available to date.

If no new or greater impacts are identified in the IS, then the IS will serve as documentation that an Addendum to the 1999 SEIS/EIR is the appropriate course of action. If similar or greater impacts are identified in the IS and additional mitigation can be implemented to offset those greater impacts to less-than-significant levels, then a Subsequent Initial Study/Mitigated Negative Declaration (IS/MND) will be the appropriate course of action. If new or greater impacts are identified in the IS that are significant and possibly unavoidable, and mitigation can be implemented but will not fully offset those impacts to less-than-significant levels, then a Subsequent Environmental Impact Report (SEIR) will be the appropriate course of action.

Based on the information known to date and for the purposes of this scope of work and fee, the following scope provides the tasks related to preparation of an IS leading to a Mitigated Negative Declaration (MND) for approval. If it is determined that a different level of analysis and documentation is required (i.e., SEIR) by NCFCWCD, HDR will submit additional or revised scope and budget to NCFCWCD for review and approval, as necessary. NCFCWCD will be the CEQA lead agency for the supplemental documentation.

Draft Project Description

HDR will prepare a draft project description as required by CEQA. The draft project description will provide the background for the project, NCFCWCD project objectives, and the location and boundaries of the project area and related construction activities (i.e., laydown and staging areas, work limits), which will be shown on 11x17 figures. The project description will describe the alternatives to be considered (if any) and provide a general description of the proposed project's technical, environmental, and construction details, including construction sequencing. The draft project description will include information regarding the project schedule and adequate information to assess the proposed project's potential impacts on the environment.

HDR will submit the draft project description electronically to NCFCWCD for review. Upon receipt of NCFCWCD's comments in track changes in Microsoft Word, HDR will incorporate comments and will prepare a revised draft project description for use in the Administrative Draft IS (Chapters 1 and 2). HDR will submit the revised draft project description with track changes electronically to NCFCWCD with the Draft IS.

Deliverables:

- Draft and Revised Draft Project Description (Microsoft Word).

Initial Study Checklist

HDR will conduct a desktop review and field analysis (see part B below) and evaluate the potential impacts of the Proposed Project through analysis of the environmental resources topics defined in the CEQA Guidelines, Appendix G Environmental Checklist. The IS will review the Proposed Project as it is currently in comparison to the existing conditions and what was proposed originally in the 1999 SEIS/EIR. Based on our current understanding of the Proposed Project, it will likely result in construction impacts (e.g., air quality, noise, transportation and traffic) and potential impacts to biological and cultural/historic resources. Therefore, air quality and greenhouse gas (GHG) emissions modeling for construction activities related to the Proposed Project would be conducted utilizing CalEEMod. Construction noise would be estimated and evaluated qualitatively and quantitatively for the Proposed Project in comparison to the local thresholds and noise ordinances based on Project Area land uses. Construction-related traffic will also be estimated and evaluated qualitatively and quantitatively for the Proposed Project's contribution to vehicle miles traveled (VMT) in the Project area. Long-term traffic and circulation due to anticipated traffic flow changes as a result of the Proposed Project will be reviewed under Task 3C and carried forward for analysis in the IS.

Biological resources and cultural resources impacts will be summarized in the IS based on the results of the surveys and reports prepared under Part B – Environmental Technical Studies described below.

The IS will include a description of the environmental setting and explanations for potential impacts (i.e., Potentially Significant Impact, Less than Significant Impact with Mitigation Incorporated, Less than Significant Impact, and No Impact). For each resource topic in the CEQA Environmental Checklist, HDR will evaluate available data that has been collected and compiled to evaluate whether there is substantial evidence that the Proposed Project may have a significant effect on the environment. As necessary, mitigation measures will be identified and the discussion of each measure will explain how implementation of the mitigation measure will reduce the related environmental impacts to a less-than-significant level.

As specified in Section 15064(a) of the state CEQA Guidelines, if there is substantial evidence (such as the results of the IS) that a project, either individually or cumulatively, could have a significant effect on the environment that cannot effectively be mitigated to a less-than-significant level, the lead agency must prepare an EIR.

HDR will submit the Draft IS Checklist electronically to NCFCWCD for review and comment. Based off the findings of the Draft IS, the NCFCWCD will determine the appropriate level of CEQA documentation required for the Project (i.e., Addendum, IS/MND or EIR). HDR proposes to host a virtual meeting with NCFCWCD to discuss the findings of the Draft IS and the recommended CEQA documentation approach. The goal of this validation step and meeting is to select a defensible level of

analysis and CEQA documentation for the Project. Based on the information HDR has at this time regarding Increment 3, we anticipate that the Project will result in potential impacts that are greater than was determined in the 1999 SEIS/EIR but that can be mitigated to a less-than-significant level. Therefore, our scope and fee anticipate that the IS will lead to a Mitigated Negative Declaration (MND) and the following tasks are in accordance with this approach.

Deliverables:

- Draft IS Checklist (Microsoft Word).

Public Draft Subsequent IS/MND

After the validation meeting and upon receipt of NCFCWCD's comments on the Draft IS, HDR will incorporate comments and prepare the Public Draft Subsequent IS/MND. As part of this process, HDR will provide NCFCWCD with an electronic copy of a screen check Public Draft Subsequent IS/MND to review and determine if NCFCWCD's comments have been addressed prior to finalization of the Public Draft Subsequent IS/MND. The screen check Public Draft Subsequent IS/MND will include the Notice of Intent (NOI) to Adopt an MND to meet the requirements of CEQA. The NOI will be reviewed and approved by NCFCWCD. Upon approval, HDR will finalize the NOI.

Once NCFCWCD reviews and approves the screen check Public Draft Subsequent IS/MND, HDR will finalize the Public Draft Subsequent IS/MND and prepare a Notice of Completion (NOC). The Public Draft Subsequent IS/MND will be circulated to the public for a 30-day public review period as required by CEQA. On behalf of NCFCWCD, HDR will submit the Public Draft Subsequent IS/MND to the State Clearinghouse through CEQAnet along with the NOC transmittal form and Summary form. NCFCWCD will be responsible for submitting the NOC and Public Draft Subsequent IS/MND with NOI to the County Clerk. HDR will utilize the mailing list/notice list from Increment 2. NCFCWCD will notify HDR if there are additions to the mailing list/notice list. NCFCWCD will send out the NOI to Adopt an MND electronically to those included on the mailing list. NCFCWCD will upload the Public Draft Subsequent IS/MND to their website and will be responsible for distribution of the Public Draft Subsequent IS/MND to interested parties, if required. HDR will also develop the legal ad for the Napa Valley Register to notice the availability of the Public Draft Subsequent IS/MND for review.

Deliverables:

- Screen Check Public Draft Subsequent IS/MND (Microsoft Word and PDF).
- Public Draft Subsequent IS/MND and NOI (Microsoft Word and PDF).
- Notice of Completion and Summary Form for CEQAnet (Microsoft Word and PDF).

Response to Comments, Final Subsequent IS/MND, and Mitigation, Monitoring and Reporting Program (MMRP)

After the 30-day public review period for the Public Draft Subsequent IS/MND, HDR will review public and agency comments received. HDR will develop a Comment-Response Matrix and work with NCFCWCD to develop responses. Due to the uncertainties associated with the level of effort needed to respond to comments, HDR has provided a contingency estimate of 32 hours for this effort. HDR will then prepare the Administrative Final Subsequent IS/MND that will include a Comment-Response chapter.

The Administrative Final Subsequent IS/MND may include minor corrections, changes, or revisions to the Public Draft Subsequent IS/MND as result of comments. HDR will submit the Administrative Final Subsequent IS/MND electronically to NCFCWCD for review. Upon receipt of comments, HDR will revise the Administrative Final Subsequent IS/MND to incorporate NCFCWCD's comments and will prepare the Final Subsequent IS/MND. HDR will submit the Final Subsequent IS/MND electronically to NCFCWCD for approval.

HDR will also prepare an MMRP for the project in accordance with CEQA. The MMRP will specify the project impacts to be mitigated, initiation/timing of mitigation, monitoring frequency, responsibility for verification of compliance, performance criteria, the date compliance is completed, and other specifications, as necessary. The Draft MMRP will be submitted electronically to the NCFCWCD for review. Upon receipt of comments, HDR will revise and prepare the Final MMRP.

Once the project is approved by NCFCWCD and the MMRP is adopted, HDR will prepare a Notice of Determination (NOD). HDR will submit the NOD to NCFCWCD for review and signature. NCFCWCD will be responsible for submitting the signed NOD and the Final Subsequent IS/MND with MMRP to the County Clerk. The California Department of Fish and Wildlife (CDFW) filing fees for adoption of a Subsequent IS/MND must accompany the NOD when filing it with the County Clerk and will be paid by NCFCWCD. NCFCWCD will upload the Final Subsequent IS/MND to their website and will be responsible for distribution of the Final Subsequent IS/MND to interested parties, if required.

Once the NOD is filed with the County Clerk and the CDFW filing fees are paid, HDR will submit the NOD, receipt of acceptance of the NOD by the County Clerk, and receipt of payment of the CDFW filing fees to the State Clearinghouse through CEQAnet for compliance with CEQA.

Deliverables:

- Comment-Response Matrix (Microsoft Word and PDF)
- Administrative Final Subsequent IS/MND and Final Subsequent IS/MND (Microsoft Word and PDF)
- Draft and Final MMRP (Microsoft Word and PDF)
- NOD (PDF)

NEPA Documentation

After completion of the CEQA Draft IS, HDR will assist the USACE with compliance with the National Environmental Policy Act (NEPA) for the Project, as the USACE will be the NEPA lead agency. For the purposes of this scope and fee, HDR has assumed that a Supplemental Environmental Assessment (SEA) leading to a Finding of No Significant Impact (FONSI) can be prepared for Increment 3 that builds from the 1999 SEIS/EIR and is the appropriate level of documentation to be prepared for compliance with NEPA.

Administrative Draft SEA/FONSI

HDR will prepare an Administrative Draft SEA following USACE NEPA implementing guidelines and based off the IS/MND described above. The Administrative Draft SEA will include:

- A description of the purpose and need for the proposed action.
- A description of the proposed action alternative, including project location with maps and

figures, and construction details, with proposed schedule, staffing, and equipment to be used during construction.

- A description of the no action alternative (as required by NEPA), including relevant maps and figures. Based on previous direction from the USACE it is assumed that the no action alternative will consist of the 1998 SGDM Preferred Alternative.
- An overview of the general affected environment as relevant to the resources potentially affected.
- Disclosure of potential environmental consequences and cumulative effects by resource area for both the proposed action alternative and the no action alternative.
- Identification of proposed measures to mitigate potential adverse environmental effects
- Demonstration of compliance with federal, state, and local laws and regulations.
- Draft FONSI included with the Administrative Draft SEA, which summarizes the environmental effects of the proposed action.

The Administrative Draft SEA/FONSI will be compliant with Section 508 of the Rehabilitation Act of 1973 (as amended in 1998). Under this Act, Federal agencies must give disabled employees and members of the public access to information comparable to the access available to others. HDR will conduct a thorough Section 508 review of the Administrative Draft SEA/FONSI per the USACE Digital Library Checklist requirements.

HDR will submit the Administrative Draft SEA/FONSI electronically to USACE Environmental Staff for review and comment.

Deliverables:

- Administrative Draft SEA/FONSI for review by USACE Environmental Staff (Microsoft Word and PDF).

Public Draft SEA/FONSI

Upon receipt of USACE Environmental Staff's comments on the Administrative Draft SEA/FONSI, HDR will revise the Administrative Draft SEA/FONSI and prepare the Backcheck Administrative Draft SEA/FONSI. HDR will work with USACE Environmental Staff to conduct the backcheck review to resolve comments. Once the backcheck review is complete, HDR will prepare the Revised Administrative Draft SEA/FONSI for USACE Office of Counsel review. Upon receipt of USACE Office of Counsel's review of the Revised Administrative Draft SEA/FONSI, HDR will respond to Office of Counsel comments and incorporate edits. HDR will then prepare the Backcheck Revised Administrative Draft SEA/FONSI to facilitate USACE Office of Counsel's backcheck review. Once USACE Office of Counsel approves the document for public review, the USACE Environmental Staff will circulate it to USACE Environmental Branch and Planning Division Leadership for review. Upon receipt of USACE Environmental Branch and Planning Division Leadership approval of the document for public review, HDR will finalize it and prepare the Public Draft SEA/FONSI. HDR will also work with USACE Staff to make sure the Public Draft SEA/FONSI meets the accessibility checker requirements and is cleared for posting to the USACE Project website.

The Public Draft SEA/FONSI will be circulated to the public for a 30-day public review period as required by NEPA. The USACE will develop a press release and will email the press release to interested parties included in the mailing list/notice list developed as part of the CEQA process. The

USACE will upload the Public Draft SEA/FONSI to their website and will be responsible for distribution of the Public Draft SEA/FONSI to interested parties, if required.

Deliverables:

- Backcheck Administrative Draft SEA/FONSI (Microsoft Word and PDF).
- Revised Administrative Draft SEA/FONSI for Office of Counsel Review (Microsoft Word and PDF).
- Backcheck Revised Administrative Draft SEA/FONSI for OC review and ERB/PD Leadership review (Microsoft Word and PDF).
- Public Draft SEA/FONSI (Microsoft Word and PDF).

Final SEA/FONSI

Upon completion of the 30-day public review period, HDR will work with USACE and NCFCWCD to consider public and agency comments received on the Public Draft SEA/FONSI. HDR will review comments received on the Public Draft SEA/FONSI and prepare draft responses to these comments. HDR will include a Responses to Public and Agency Comments Appendix in the Final SEA/FONSI. Due to the uncertainties associated with the level of effort needed to respond to comments, HDR has provided a contingency estimate of 32 hours for this effort.

HDR assumes no changes to the project description, technical analyses, or substantial modifications will be necessary for preparation of the Administrative Final SEA/FONSI. The Administrative Final SEA/FONSI may include minor corrections, changes, or revisions to the Public Draft SEA/FONSI as result of comments.

HDR will submit the Administrative Final SEA/FONSI electronically to USACE Environmental Staff for review and comment. Upon receipt of USACE Environmental Staff's comments on the Administrative Final SEA/FONSI, HDR will revise the Administrative Final SEA/FONSI and prepare the Backcheck Administrative Final SEA/FONSI. HDR will work with USACE Environmental Staff to conduct the backcheck review to resolve comments. Once the backcheck review is complete, HDR will prepare the Revised Administrative Final SEA/FONSI for USACE Office of Counsel review. Upon receipt of USACE Office of Counsel's review of the Revised Administrative Final SEA/FONSI, HDR will respond to Office of Counsel comments and incorporate edits. HDR will then prepare then Backcheck Revised Administrative Final SEA/FONSI to facilitate USACE Office of Counsel's backcheck review. Once USACE Office of Counsel, approves the document, the USACE Environmental Staff will circulate it to USACE Environmental Branch and Planning Division Leadership for review. Upon receipt of USACE Environmental Branch and Planning Division Leadership approval of the document, HDR will finalize it and prepare the Final SEA/FONSI. HDR assumes that the USACE will distribute and post the FONSI in the Federal Register.

Deliverables:

- Backcheck Administrative Final SEA/FONSI (Microsoft Word and PDF).
- Revised Administrative Final SEA/FONSI for OC review (Microsoft Word and PDF).
- Backcheck Revised Administrative Final SEA/FONSI for OC review and ERB/PD Leadership review (Microsoft Word and PDF).
- Final SEA/FONSI (Microsoft Word and PDF).
-

Environmental Documentation Assumptions:

- HDR will support NCFCWCD in validating the environmental documentation approach and findings to support the CEQA process. It is assumed that a Subsequent IS/MND can be prepared for the Project to comply with CEQA. If higher level documentation is necessary (i.e, EIR), HDR will work with NCFCWCD to determine the additional level of effort and will provide scope and fee to support this effort.
- HDR will support USACE in validating the environmental documentation approach and findings to support the NEPA process. It is assumed that a SEA can be prepared to comply with NEPA. If higher level documentation is necessary (i.e, EIS), HDR will work with NCFCWCD to determine the additional level of effort and will provide scope and fee to support this effort.
- A one-day site visit for up to three staff members is included in this task to allow resource leads to review the project site and local area, and to take photos that may be used in the CEQA and NEPA documentation.
- No scoping will be completed for this project. If heightened interest is noted or a scoping meeting is deemed necessary, a renegotiated scope and fee estimate.
- Only the proposed action and no action alternatives will be included and evaluated in the SEA. Based on previous direction from the USACE it is assumed that the no action alternative will consist of the 1998 SGDM Preferred Alternative.
- The project description will be based on information provided by the project design team and the NCFCWCD.
- No public meetings are planned as part of the Subsequent IS/MND or SEA scope. If a public meeting is requested, additional scope and fee will be required.
- It is assumed NCFCWCD and USACE will distribute the Subsequent IS/MND and SEA, if requested to interested parties.
- It is assumed that NCFCWCD and USACE will post the Subsequent IS/MND and SEA to their respective websites.
- Per 33 CFR Section 333.15(d) the SEA will be 75 pages to meet the page limit requirements under NEPA per the USACE's implementing guidelines.
- HDR assumes no changes to the project description, technical analyses, or substantial modifications will be necessary for preparation of the Final Subsequent IS/MND and SEA. It is also assumed that recirculation of the Draft Subsequent IS/MND and SEA will not be required due to the public and agency comments received.
- There will be one collective NCFCWCD review cycle for each deliverable, and comments will be consolidated and provided to HDR electronically in a single tracked-changes Microsoft Word document(s) to be kept on SharePoint to maintain version control.
- There will be one collective USACE review cycle for each deliverable, and comments will be consolidated and provided to HDR electronically in a single tracked-changes Microsoft Word document(s) to be kept on SharePoint to maintain version control.
- NCFCWCD will be the Lead Agency for CEQA and is the only reviewing agency for the Subsequent IS/MND. No other CEQA Responsible or Trustee Agencies will be included in the Subsequent IS/MND development.
- The USACE will be the Lead Agency for NEPA and is the only reviewing agency for the SEA. No other NEPA Responsible or Cooperating Agencies will be included in the SEA development.
- Expenses - placement (fees) of ad in one newspaper for the NOI, County Clerk posting and filing fees, and CDFW filing fees for the MND will be paid by the NCFCWCD.

- USACE will be responsible for posting the SEA/FONSI in the Federal Register.
- Monthly project meetings for the up to 14-month CEQA/NEPA schedule will be virtual, via Microsoft Teams or telephone.
- Subsequent IS/MND will need to be compliant with AB 434 for accessibility and therefore, this effort is included in the fee.
- Schedule is dependent on the timeliness of the USACE and NCFCWCD response to data needs and review of documents.

B – ENVIRONMENTAL TECHNICAL STUDIES

Biological Resources Surveys

HDR will conduct a biological resources assessment to inventory botanical, fish, and wildlife species and sensitive habitats that may be affected by the project.

The first phase of the assessment will include a desktop analysis of the project site. During this phase applicable data from the U.S. Geological Survey, National Marine Fisheries Service (NMFS), U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), California Native Plant Society, and other publicly available data will be reviewed, compiled, and analyzed. This data will then be used to develop preliminary delineations of onsite land uses, and further refine special-status species with the potential to occur in the project vicinity.

The second phase of the assessment will include field surveys of the project area to ground-truth and refine data collected during the desktop analysis; District staff will be included as part of the field surveys as appropriate. This data will be used to prepare a biological resources assessment that will summarize the existing conditions in the proposed project area, in addition to the CEQA biological resources section and permitting packages. The draft version of the biological resources assessment will be submitted electronically to NCFCWCD for review and comment. Comments will be addressed, and the final version of the document will be prepared and submitted to NCFCWCD and used in subsequent permitting efforts.

An aquatic resources delineation will also be completed by HDR biologists concurrently with the biological resources assessment. Aquatic resources delineations utilize standardized methods to identify wetlands and other water features that may be considered waters of the U.S. and subject to Clean Water Act jurisdiction. Guidance on identifying aquatic resources is provided in the *1987 USACE Wetlands Delineation Manual*, the *2008 Regional Supplement to the USACE Wetland Delineation Manual: Arid West (Version 2.0)*, the USACE's regulatory guidance letter regarding *Ordinary High Water Mark Identification* (2005), and *2007 USACE Jurisdictional Determination Form Instructional Guidebook*.

The methodologies outlined in these reference documents will be utilized to delineate the extent and location of aquatic resources in the survey area. Additionally, the extent of CDFW jurisdiction will also be mapped; however, these data will only be incorporated into the CDFW 1602 permit application package and will not be incorporated into the delineation report. Positional data will be collected using a GPS antenna with sub-meter accuracy. The draft version of the aquatic resources delineation report will be submitted electronically to NCFCWCD for review and comment. Comments will be addressed, and the final version of the delineation report will be prepared and submitted to the USACE for verification by HDR on NCFCWCD's behalf.

Deliverables:

- Draft and Final Biological Resources Assessment Report (Microsoft Word and PDF)
- Draft and Final Aquatic Resources Delineation Report (Microsoft Word and PDF)
- Associated spatial data (Microsoft Word and PDF)

Assumptions:

- Access to the project area will be provided by other prior to field mobilization.
- Field surveys can be completed by two HDR biologists in no more than two 10-hour field days, including travel time. If additional time is required to complete the field work due to unforeseen circumstances, additional fee will be needed.
- One round of NCFCWCD review of the technical report has been assumed.
- A tree survey and report is not included in this scope.
- Protocol-level surveys for listed species are not included in this scope.
- HDR assumes that impact determinations from the 1999 SEIS/EIR and Project Description for Increment 3 still stand and will be implemented as so, therefore, no new or additional biological impacts are anticipated.
- HDR assumes that an ARDR is needed and will include USACE, RWQCB, and CDFW jurisdictional boundaries to support the permitting process for the WDR and 1600 Streambed Alteration Agreement.

Cultural and Tribal Resources Surveys

HDR will prepare cultural and tribal documentation consistent with Section 106 and CEQA, which require federal and state agencies to consider the effects/impacts of their projects on historic properties and historical resources.

HDR's approach will identify and evaluate, to the extent possible, previously recorded and/or newly discovered archaeological sites and historic built environment resources. Prior to fieldwork, HDR will request an archaeological records search from the Northwest Information Center of the California Historical Resources Information Center at Sonoma State University to identify previously conducted studies and previously recorded archaeological sites and built environment resources. The field survey will follow the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and will be conducted at no more than 15-meter-wide survey transects.

Documentation of encountered sites and built resources will follow the California Office of Historic Preservation's (OHP's) Instructions for Recording Historical Resources, utilizing Department of Parks and Recreation 523 series forms. The resource locations will be recorded with a Global Positioning System receiver using the North American Datum 83 and the Universal Transverse Mercator system, and the data downloaded into a Geographical Information System database for conversion into relevant graphics. The results of these surveys will be provided in a technical report of findings following the OHP's *Archaeological Resources Management Report Guidelines*.

If identified, precontact and historic-era archaeological sites will be evaluated for CRHR and NRHP eligibility at the survey level. If identified, historic built environment resources will be evaluated for significance through the development of a historic context, identification of a period of significance, and assessment of the resource's significant qualities.

To identify tribal resources as part of the Native American consultation requirements under federal and state guidelines (including Assembly Bill [AB] 52) HDR will support NCFCWCD by conducting a Sacred Lands File search with the Native American Heritage Commission. HDR will provide the information from the Sacred Lands File search to NCFCWCD to aid in NCFCWCD's development of consultation letters. NCFCWCD will send consultation letters to interested tribal groups and representatives. NCFCWCD will be responsible for conducting follow up calls to each of the identified individuals requesting information regarding known tribal resources in the vicinity of the project. HDR will support NCFCWCD in the AB 52 tribal consultation process, but for the purposes of this scope of work and fee, will not facilitate tribal consultation telephone calls and/or in-person meetings.

Deliverables:

- Draft and Final Cultural Resource Historic Properties Inventory Report (HPIR) (Microsoft Word and PDF)
- Spatial data (GIS shapefiles)

Assumptions:

- Access to the project area will be granted prior to field mobilization. If additional mobilizations are required, additional fee will be needed.
- Archaeological field surveys can be completed by two HDR archaeologists in no more than one 10-hour field day, including round-trip travel time. If additional time is required to complete the field work due to factors unforeseen circumstances, additional fee will be needed.
- No more than one previously recorded or newly discovered archaeological resource requiring either updating or full documentation will be encountered during fieldwork.
- Built environment field surveys can be completed by two HDR architectural historians in no more than three 8-hour field days including round-trip travel time.
- Up to five historic built environment resources will be identified that intersect with or are immediately adjacent to the Area of Potential Effects (APE), including the Napa Valley Yacht Club (100 Riverside Drive) and the Sea Scout parcel (402 Riverside Drive), that will require documentation and significance evaluation.
- The proposed floodwall is not anticipated to impact the NRHP-listed Hatt Building (REF# 77000316) and no further studies on this structure are included.
- Additional archaeological field studies beyond the field survey (i.e., boundary definition, Phase 2/3 excavations) are not included. If required, additional fee will be needed.
- HDR assumes that NCFCWCD will also conduct follow up calls to each of the identified individuals requesting information regarding known tribal resources in the vicinity of the project.
- Preparing mitigation and/or treatment plans for adverse effects/significant impacts to archaeological or built environment resources is not included. If required, additional fee will be needed.
- Cultural resource specific permits are not required (e.g., Archaeological Resources Protection Act, Fieldwork Authorization).
- One round of NCFCWCD review of the technical report is included.
- HDR will only serve as a support function to NCFCWCD for the AB 52 tribal consultation effort and NCFCWCD will lead this effort. HDR will participate in two AB 52 tribal consultation meetings with NCFCWCD.

C – ENVIRONMENTAL PERMITTING

Clean Water Act Permitting

USACE Section 404 Permitting

Based on the USACE, NCFCWCD and our understanding of the Section 204 agreement, a Clean Water Act Section 404 Permit does not need to be obtained for the project, even if the project results in fill of waters of the U.S.

Regional Water Quality Control Board Permitting Support

NCFCWCD and USACE were issued Order No. 99-074 through the Waste Discharge Requirements (WDR) Program in September 1999. NCFCWCD has continued to coordinate with the San Francisco Bay Regional Water Quality Control Board (RWQCB) under this order and is planning to utilize this order for the project. Therefore, it is our understanding that a Section 401 Water Quality Certification is not required for the project. HDR will provide support to NCFCWCD and USACE for the additional coordination efforts with the RWQCB to address updates to the project since 1999 and when the WDR was issued. Support will include up to three meetings with RWQCB.

Deliverables:

- None

Assumptions:

- HDR assumes that impact determinations from the 1999 SEIS/EIR and Project Description for Increment 3 still stand and will be implemented as so, therefore, no new or additional impacts to WOUS are anticipated and no additional Section 404 permitting through USACE will be required (per Section 204). If design changes are required at a later date and additional impacts result in USACE jurisdiction requiring Section 404 permitting, then HDR can provide support under a separate scope and cost.
- HDR will only provide support to NCFCWCD for their coordination with the RWQCB and will not prepare a 401 water quality certification application under this task. If this assumption changes, then additional fee will be needed.
- HDR will attend up to three meetings with the District and the RWQCB with two environmental staff per meeting.

NMFS ESA Section 7 Consultation

The central California coast steelhead and the southern distinct population segment of green sturgeon are federally listed species that may be affected by the project and require Section 7(a)(2) consultation. In addition, the project may affect designated Essential Fish Habitat (EFH) for Pacific salmon, which includes Chinook and Coho salmon, as well as Pacific Coast groundfish species.

Data from previous project documentation will be utilized to the extent practicable; however, a habitat assessment for NMFS regulated federally listed species will be conducted concurrently with the aquatic resources delineation to capture data gaps. HDR will prepare a Supplemental Biological Assessment (SBA) in accordance with agency standards. The SBA will analyze potential impacts on federally listed or candidate species along with avoidance, minimization, and conservation measures. The draft SBA will be submitted to NCFCWCD and USACE for review. Comments will be addressed, and the final version of the SBA will be prepared for submittal by the USACE to facilitate their consultation with NMFS. HDR will also prepare the reinitiation of Section 7 consultation letter for the USACE's review and use in transmittal to NMFS.

Deliverables:

- Draft and Final NMFS SBA (Microsoft Word and PDF)

Assumptions:

- One round of review of the draft SBA is included.
- This task will commence once the 65% design milestone has been achieved.
- Permitting approaches will be confirmed with NCFCWCD and USACE prior to initiation of documentation.
- HDR assumes that Increment 3 can rely on previous Section 7 consultation with NMFS and that a not likely adversely affect determination will be upheld, only requiring a NLAA Letter of Concurrence from NMFS. If design changes are required at a later date and additional impacts result in a determination of may affect, likely to adversely affect listed fish species under NMFS purview requiring an amended BiOp, then HDR can provide support under a separate scope and cost.

USFWS ESA Section 7 Consultation

Section 7(a)(2) of the ESA requires federal agencies to consult with USFWS to make sure that the activities they authorize, fund, or carry out do not jeopardize the continued existence of federally protected species or their critical habitats. The federally listed species or candidate species that may be affected by the project are Delta smelt (*Hypomesus transpacificus*), longfin smelt (*Spirinchus thaleichthys*), Western pond turtle (*Actinemys marmorata*), and Monarch Butterfly (*Danaus Plexippus*). Data provided in previous project documentation will be utilized to the extent practicable; however, a habitat assessment for USFWS regulated federally listed species will be conducted concurrently with the aquatic resources delineation to capture data gaps.

Therefore, HDR will prepare an SBA in accordance with agency standards. The SBA will analyze potential impacts on federally listed or candidate species along with proposed avoidance, minimization, and conservation measures. The draft version of the SBA will be submitted to the NCFCWCD and USACE for review. Comments and edits will be addressed, and the final version of the SBA will be prepared for submittal by the USACE to facilitate their consultation with USFWS. HDR will also prepare the reinitiation of Section 7 consultation letter for the USACE's review and use in transmittal to USFWS.

Deliverables:

- Draft and Final USFWS SBA (Microsoft Word and PDF)
- Written response to comments.

Assumptions:

- Only one round of review of the SBA is included.
- This task will commence once the 65% design milestone has been achieved.
- Permitting approaches will be confirmed with NCFCWCD and USACE prior to initiation of documentation.

CDFW 2081 Incidental Take Permit

Section 2081 subdivision (b) of the Fish and Game Code allows CDFW to authorize take of species listed as endangered, threatened, candidate, or a rare plant, if that take is incidental to otherwise lawful activities and if certain conditions are met. State-listed species have the potential to occur at the proposed project location. Therefore, HDR will prepare a CDFW 2081 incidental take permit

application package in accordance with agency standards. Data from previous project documentation will be utilized to the extent practicable. A habitat assessment for state-listed species will be conducted concurrently with the aquatic resources delineation to capture data gaps needed for the permit package. The 2081 application package will analyze potential impacts on state-listed species along with proposed avoidance, minimization, and conservation measures. The draft version of the 2081 permit package will be submitted to NCFCWCD for review. Comments and edits will be addressed, and the final version of the permit package will be prepared for submittal to CDFW.

Deliverables:

- Draft and Final CDFW 2081 Permit Package (Microsoft Word and PDF)
- Written response to comments

Assumptions:

- Only one round of review of the 2081 permit package is included.
- This task will commence once the 65% design milestone has been achieved.
- Permitting approaches will be confirmed with NCFCWCD and USACE prior to initiation of documentation.
- Associated permit fees will be paid by NCFCWCD.

CDFW 1602 Lake and Streambed Alteration Agreement

The Project is expected to require a CDFW 1602 permit; therefore, HDR will prepare a notification package for submittal to CDFW. The draft version of the 1602 permit package will be submitted to NCFCWCD for review. Comments will be addressed, and the final version of the permit package will be prepared for submittal to CDFW by HDR on NCFCWCD's behalf. The 1602 permit package will be entered into the CDFW Environmental Permit Information Management System (EPIMS) portal.

Deliverables:

- Draft and Final Streambed Alteration Agreement (PDF and final version in electronic version in EPIMS portal).

Assumptions:

- Only one round of review of the 1602 permit package is included.
- This task will commence once the 65% design milestone has been achieved.
- Associated permit fees will be paid by NCFCWCD.

Resource Agency Coordination

HDR's senior biologist will coordinate directly with resource agency staff to facilitate permit issuance. This coordination is anticipated to involve:

- One, one-hour, virtual pre-application coordination meeting with each resource agency – USACE, CDFW, NMFS, and USFWS – to discuss the proposed project, site conditions, and anticipated impacts, along with proposed avoidance, minimization, and mitigation measures to obtain early feedback that can be incorporated into the permitting documents.
- One, one-day site visit with each resource agency (i.e., USACE, RWQCB, USFWS, and CDFW) to verify site conditions and assess impacts for a total of up to 4 site visits.
- Up to two, one-hour virtual post-application coordination meeting with each resource agency – USACE, CDFW, NMFS, and USFWS – to reconcile comments on the proposed project and

- permit applications.
- Post-application submittal coordination time for each resource agency – USACE, RWQCB, CDFW, NMFS, and USFWS – to provide written responses to resource agency comments necessary to deem the applications complete.
- Additional time for permitting support to get final permits.

Section 106 of the NHPA

In accordance with the project's Programmatic Agreement (PA), upon review and acceptance of the HPIR and if requested, HDR will draft a transmittal letter and prepare a submittal package for the 30-day State Historic Preservation Officer (SHPO) to include review and comment on the APE, review and comment on the adequacy of the identification effort, and concurrence on NRHP eligibility recommendations. If requested, HDR will support USACE Cultural Resources Staff with Section 106 Tribal consultation by providing information to USACE staff to assist with drafting tribal consultation letters, contacting tribes, attending consultation meetings, and preparing summaries of findings.

Deliverables:

- Draft and Final Native American and SHPO consultation letters and consultation summaries (Microsoft Word and PDF), if requested.

Assumptions:

- No more than one round of review per letter will be necessary.
- HDR will attend up to three virtual consultation meetings.
- More extensive consultation efforts including site visits, interviews, and ethnographic research into descendent communities are not included. If required, additional fee will be needed.

PROJECT DELIVERY TEAM

Key members of the HDR project delivery team have been involved in the VEIA and the resonance design effort for Increment 3. The HDR project team members and their disciplines are presented in Table 5. The project management team will consist of the following:

- Principal-in-Charge – Tom Chapman will provide oversight for the project and be responsible for client relations, team leadership and strategic direction of the team. Tom will engage with NCFCWCD at key points in the project development and on an as needed basis to support the project team.
- Project Manager – Lee Frederiksen will manage the overall project and project team and will be the key point of contact with NCFCWCD. Lee will provide technical guidance and strategic support to the team and NCFCWCD, including coordination with USACE.
- Deputy Project Manager – Anthony Quintrall will support Lee Frederiksen with the management of the scope, budget and schedule for the project as well as with communication of the project status with NCFCWCD. Anthony will support the team with coordination throughout the design.
- Engineer of Record – Vinson Russo will continue to lead the technical aspects of the overall project and be the main point of contact with NCFCWCD for technical direction of the project.

Table 5. HDR Team

Discipline	Role	Name	Agency/ Company	Phone/Email
Project Management				
Project Management	Principal-in-Charge	Tom Chapman	HDR	(916) 679-8825 Tom.Chapman@hdrinc.com
	Project Manager	Lee Frederiksen	HDR	(916) 213-0569 Lee.Frederiksen@hdrinc.com
	Deputy Project Manager	Anthony Quintrall	HDR	(916) 817-4795 Anthony.Quintrall@hdrinc.com
	Project Accountant	Megan Rogers	HDR	(916) 817-4794 Megan.Rogers@hdrinc.com
	Project Coordinator & QA/QC Manager	Stella Gardenour	HDR	(916) 817-4951 Stella.Gardenour@hdrinc.com
Delivery Team / Quality Control (QC) Reviewers				
USACE Liaison	Discipline Lead	Tom Chapman	HDR	(916) 679-8825 Tom.Chapman@hdrinc.com
Geotechnical	Discipline Lead	Vic Crosariol	HDR	(916) 817-4721 Victor.Crosariol@hdrinc.com
	Delivery Team	Olen Gover	HDR	(916) 817-4930 Olen.Gover@hdrinc.com
	Delivery Team	Jimmy Wong	HDR	(925) 974-2583 Jimmy.Wong@hdrinc.com
	QC Reviewer	Mark Stanley	HDR	(916) 817-4952 Mark.Stanley@hdrinc.com
Structural	Discipline Lead	Mayank Tanwar	HDR	(916) 817-4748 Mayank.Tanwar@hdrinc.com

Discipline	Role	Name	Agency/ Company	Phone/Email
	Delivery Team	Jason Abendroth	HDR	(225) 465-6359 Jason.Aabendroth@hdrinc.com
	Delivery Team	Upamanyu Barman	HDR	(916) 817-4700 Upamanyu.Barman@hdrinc.com
	QC Reviewer	Wes Jacobs	HDR	(225) 465-6361 Wesley.Jacobs@hdrinc.com
Scour	Discipline Lead	Renato Espinoza Torres	HDR	(916) 679-8835 Renato.EspinozaTorres@hdrinc.com
	Delivery Team	David Mueller	HDR	(916) 679-8814 David.Mueller@hdrinc.com
	QC Reviewer	Dragoslav Stefanovic	HDR	(858) 712-8318 Dragoslav.Stefanovic@hdrinc.com
Civil	Discipline Lead/Engineer of Record	Vinson Russo	HDR	(916) 817-4771 Vinson.Russo@hdrinc.com
	Discipline Lead (Utilities)	Brandon Hale	HDR	(916) 679-8797 Brandon.Hale@hdrinc.com
	Delivery Team (Utilities)	Jason Nettleton	HDR	(916) 817-4865 Jason.Nettleton@hdrinc.com
	QC Reviewer	Mark Salmon	HDR	(916) 337-8473 Mark.Salmon@hdrinc.com
	QC Reviewer	Daniel Jabbour	HDR	(916) 817-4943 Daniel.Jabbour@hdrinc.com
Cost Estimating	Discipline Lead	Nick Gooding	HDR	(916) 539-3388 Nicholas.Gooding@hdrinc.com
	Delivery Team	Jim Lorenzen	HDR	Jim.Lorenzen@hdrinc.com
	QC Reviewer	Stephen Young	HDR	Stephen.Young@hdrinc.com
CADD	Discipline Lead	Anilea Bennett	HDR	(916) 817-4839 Anilea.Bennett@hdrinc.com
	Delivery Team	Eric Snyder	HDR	(916) 817-4803 Eric.Snyder@hdrinc.com
	QC Reviewer	Alicia Jackson	HDR	(916) 817-4949 Alicia.Jackson@hdrinc.com
Hazardous	Discipline Lead	Charlie O'Neill	HDR	(916) 817-4764 Charles.Oneill@hdrinc.com
H&H	Discipline Lead	Jake Gusman	River Focus	(619) 212-7939 jgusman@riverfocus.com
	Delivery Team	Darren Bertrand	River Focus	(619) 694-8543 dbertrand@riverfocus.com

Discipline	Role	Name	Agency/ Company	Phone/Email
	Delivery Team	Evie Croft	River Focus	(720) 862-7408 ecroft@riverfocus.com
	QC Reviewer	Jon Viducich	River Focus	(503) 619-9610 ecroft@riverfocus.com
	QC Reviewer	Joanna Leu	HDR	(279) 399-7039 Joanna.Leu@hdrinc.com
Survey	Discipline Lead	Christopher Tibbits	RSA+	(707) 252-3301 CTibbits@rsacivil.com
	Delivery Team	Anthony Patrick	RSA+	(707) 252-3301 APatrick@rsacivil.com
	Delivery Team	David Hinman	RSA+	(707) 252-3301 DHinman@rsacivil.com
	Delivery Team	Sarah Brown	RSA+	(707) 252-3301 SBrown@rsacivil.com
	QC Reviewer	Forrest Beresini	RSA+	(707) 252-3301 FBeresini@rsacivil.com
Consequences and Risk Assessment	Discipline Lead	Elena Sossenkina	HDR	(303) 318-6282 Elena.Sossenkina@hdrinc.com
	Delivery Team	Barnard Mondal	HDR	(919) 985-8998 Barnard.Mondal@hdrinc.com
	Delivery Team	Kevin Gerst	HDR	(916) 817-4948 Kevin.Gerst@hdrinc.com
Project Controls Specialist	Delivery Team	Dalton Bradley	HDR	Dalton.Bradley@hdrinc.com
Landscaping	Discipline Lead	Adrian Suzuki	HDR	(213) 239-5852 Adrian.Suzuki@hdrinc.com
	Delivery Team	Matt Gurrad	HDR	(206)-826-4723 Matthew.Gurrad@hdrinc.com
	Delivery Team	Caitlin Smith	HDR	Caitlin.Smith@hdrinc.com
	QC Reviewer	April Cottini	HDR	(813)-262-2729 April.Cottini@hdrinc.com
Environmental	Discipline Lead	Linda Fisher	HDR	Linda.fisher@hdrinc.com
	Delivery Team	Ariel Cohen	HDR	Ariel.Cohen@hdrinc.com
	Bio Team Lead	Danielle Tannourji	HDR	Danielle.Tannourji@hdrinc.com
	Cultural Resources Team Lead	Jay Lloyd	HDR	John.Lloyd@hdrinc.com
	QC Reviewer	Terry Farmer	HDR	Terry.farmer@hdrinc.com

PROJECT SCHEDULE

It is anticipated that the final design of Increment 3 will be completed within 24 months. A detailed schedule for the associated tasks will be provided with the PMP. The schedule will be significantly affected by the time required to complete the DQA, ATR, and SAR reviews and documentation.

PROJECT COST

A summary of the total estimated fees is provided in Table 6.

TABLE 6 Estimated Project Fees

Napa River/Napa Creek Flood Protection Project North of the Bypass Floodwall Design Fee Comparison Table		Amendment No. 5	
		Design Period 8/12/2025 to 08/12/2027	
NCFCWCD_Napa River Flood Protection 35% Thru 100% Design		Amendment Amount	Revised Contract Fee Estimate
1	Project Management	\$ 319,807	\$ 319,807
2	Project Meetings and Site Visits	\$ 590,098	\$ 590,098
3	Finalize Preferred Alternative for Increment 3	\$ 146,707	\$ 146,707
4	Hazardous and Toxic Materials Support	\$ 2,306	\$ 2,306
5	Supplemental Survey	\$ 146,362	\$ 146,362
6	Hydrology and Hydraulics	\$ 193,004	\$ 193,004
7	Scour and Erosion Protection	\$ 161,703	\$ 161,703
8	Geotechnical	\$ 1,224,661	\$ 1,224,661
9	Structural	\$ 1,539,574	\$ 1,539,574
10	Roadway Transportation Design	\$ 168,180	\$ 168,180
11	Civil Design	\$ 1,012,081	\$ 1,012,081
12	Landscaping Design	\$ 186,743	\$ 186,743
13	OPCC and Construction Schedule	\$ 65,344	\$ 65,344
14	Risk Assessment/Risk Informed Design	\$ 317,351	\$ 317,351
15	OMRR&R Manual Updates	\$ 24,592	\$ 24,592
16	Induced Flooding/Takings Analysis	\$ 85,510	\$ 85,510
17	Environmental Documentation and Permitting	\$ 800,688	\$ 800,688
Increment 3 Subtotal		\$ 6,984,710	\$ 6,984,710

EXHIBIT “B-2”

COMPENSATION AND EXPENSE REIMBURSEMENT – AMENDMENT NO. 5

Napa River/Napa Creek Flood Protection Project				
HDR Classification	HDR 2025 Billing Rate	HDR 2026 Billing Rate*	HDR 2027 Billing Rate*	HDR 2028 Billing Rate*
Accounting	\$164.60	\$169.54	\$174.63	\$179.87
Administrative	\$151.94	\$156.50	\$161.20	\$166.04
Sr. CADD/GIS	\$244.37	\$251.70	\$259.25	\$267.03
CADD/GIS I	\$163.86	\$168.78	\$173.84	\$179.06
CADD/GIS II	\$126.36	\$130.15	\$134.05	\$138.07
Graphic Designer	\$151.94	\$156.50	\$161.20	\$166.04
Civil Engineer I	\$188.39	\$194.04	\$199.86	\$205.86
Civil Engineer II	\$166.42	\$171.41	\$176.55	\$181.85
Sr. Civil Engineer I	\$213.21	\$219.61	\$226.20	\$232.99
Sr. Civil Engineer II	\$194.99	\$200.84	\$206.87	\$213.08
Comms Coordinator	\$154.35	\$158.98	\$163.75	\$168.66
Comms QA/QC	\$222.60	\$229.28	\$236.16	\$243.24
Construction Manager	\$362.86	\$373.75	\$384.96	\$396.51
Construction Quality Manager	\$297.60	\$306.53	\$315.73	\$325.20
Construction Inspector	\$297.60	\$306.53	\$315.73	\$325.20
Cost Estimator	\$202.55	\$208.63	\$214.89	\$221.34
Sr. Environmental Planner I	\$278.16	\$286.50	\$295.10	\$303.95
Sr. Environmental Planner II	\$268.42	\$276.47	\$284.76	\$293.30
Environmental Planner I	\$180.39	\$185.80	\$191.37	\$197.11
Environmental Planner II	\$151.94	\$156.50	\$161.20	\$166.04
Environmental Planner III	\$110.22	\$113.53	\$116.94	\$120.45
Geologist/Geotechnical Engineer I	\$257.02	\$264.73	\$272.67	\$280.85
Geologist/Geotechnical Engineer II	\$183.58	\$189.09	\$194.76	\$200.60
Sr. Geologist/Geotechnical Engineer I	\$360.85	\$371.68	\$382.83	\$394.31
Sr. Geologist/Geotechnical Engineer II	\$348.18	\$358.63	\$369.39	\$380.47
Project Manager	\$367.19	\$378.21	\$389.56	\$401.25
Deputy Project Manager	\$277.28	\$285.60	\$294.17	\$303.00
Principal In Charge	\$367.19	\$378.21	\$389.56	\$401.25
Sr. Cultural Resources Specialist I	\$259.95	\$267.75	\$275.78	\$284.05
Sr. Cultural Resources Specialist II	\$216.29	\$222.78	\$229.46	\$236.34
Cultural Resource Specialist I	\$155.79	\$160.46	\$165.27	\$170.23
Cultural Resource Specialist II	\$132.82	\$136.80	\$140.90	\$145.13
Economist I	\$268.42	\$276.47	\$284.76	\$293.30
Economist II	\$110.66	\$113.98	\$117.40	\$120.92
Mechanical Engineer I	\$135.54	\$139.61	\$143.80	\$148.11
Sr. Mechanical Engineer I	\$316.37	\$325.86	\$335.64	\$345.71
Structural Engineer I	\$216.30	\$222.79	\$229.47	\$236.35
Sr. Structural Engineer I	\$360.85	\$371.68	\$382.83	\$394.31
Sr. Structural Engineer II	\$227.61	\$234.44	\$241.47	\$248.71
Sr. Technical Advisor I	\$360.86	\$371.69	\$382.84	\$394.33
Sr. Technical Advisor II	\$311.47	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer I	\$311.47	\$320.81	\$330.43	\$340.34
Sr. Water Resources Engineer II	\$267.80	\$275.83	\$284.10	\$292.62
Sr. Water Resources Engineer III	\$236.90	\$244.01	\$251.33	\$258.87

Sr. Biologist I	\$270.62	\$278.74	\$287.10	\$295.71
Sr. Biologist II	\$196.12	\$202.00	\$208.06	\$214.30
Sr. Biologist III	\$161.42	\$166.26	\$171.25	\$176.39
Biologist I	\$129.78	\$133.67	\$137.68	\$141.81
Biologist II	\$114.64	\$118.08	\$121.62	\$125.27
Technical Editor	\$188.91	\$194.58	\$200.42	\$206.43
Project Controls Specialist	\$190.25	\$195.96	\$201.84	\$207.90
Sr. Landscape Architect	\$222.87	\$229.56	\$236.45	\$243.54
Landscape Architect	\$178.52	\$183.88	\$189.40	\$195.08
Sr. Traffic Planner I	\$346.03	\$356.41	\$367.10	\$378.11
Sr. Traffic Planner II	\$208.65	\$214.91	\$221.36	\$228.00
Traffic Analyst	\$124.87	\$128.62	\$132.48	\$136.45
Sr. Transportation Engineer I	\$297.77	\$306.70	\$315.90	\$325.38
Transportation Engineer I	\$197.94	\$203.88	\$210.00	\$216.30



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1334

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-301-026

Negotiating Party: Richard Thomasser, Flood District Manager,
Gracia, David T. & Leslie Ann

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Gracia, David T. & Leslie Ann

Napa Superior Court Case No. 25CV000993



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1336

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-204-003

Negotiating Party: Richard Thomasser, Flood District Manager, California Vacation Holdings Group, LLC

Under Negotiation: Price/Terms/Conditions of Payment

AND

CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of case: California Vacation Club, a California nonprofit mutual benefit corporation, v. Napa County Flood Control and Water Conservation District and California Vacation Holdings Group, LLC, a Florida limited liability company, and DOES 1 through 10, inclusive. Case No. 24CV001395. First Amended Verified Complaint for: (1) Breach of Governing Documents, (2) Preliminary and Permanent Injunctions, and (3) Declaratory Relief.

AND

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Name of Case: Napa County Flood Control and Water Conservation District v. California Vacation Holdings Group LLC, et al. Napa Superior Court Case No. 25CV000695



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1337

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-220-004

Negotiating Party: Richard Thomasser, Flood District Manager, Suzanne E Murray et al.

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

Suzanne E Murray et al.

Napa Superior Court Case No. 24CV002128



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1338

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-220-008

Negotiating Party: Richard Thomasser, Flood District Manager, 505 Lincoln Avenue Napa LLC

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v.

505 Lincoln Avenue Napa LLC

Napa Superior Court Case No. 24CV002125



Napa County

Board Agenda Letter

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

Flood Control and Water Conservation District **Agenda Date:** 8/12/2025

File ID #: 25-1339

TO: Napa County Flood Control and Water Conservation District
FROM: Richard Thomasser - District Manager
REPORT BY: Richard Thomasser - District Manager
SUBJECT: Closed Session

RECOMMENDATION

CONFERENCE WITH REAL PROPERTY NEGOTIATOR

(Government Code section 54956.8)

Properties: APN 044-230-006

Negotiating Party: Richard Thomasser, Flood District Manager

Mark Anthony Grassi & Jami Lee Tr

Under Negotiation: Price/Terms/Conditions of Payment

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Government Code section 54956.9(d)(1))

Napa County Flood Control and Water Conservation District v. Mark Anthony Grassi and Jami Lee Grassi,

Trustees Of The 1992 Grassi F et al

Napa Superior Court Case No. 24CV002146