# Napa County

Board of Supervisors Chambers
1195 Third Street, Third Floor
Napa, CA 94559

# Agenda - Final

**Tuesday, September 23, 2025**
**9:00 AM**

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

## Board of Supervisors

***Joelle Gallagher, District 1***
***Liz Alessio, District 2***
***Anne Cottrell, District 3***
***Amber Manfree, District 4***
***Belia Ramos, District 5***

***This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.***

***www.countyofnapa.org***

## GENERAL INFORMATION

The Board of Supervisors meets as specified in its adopted annual calendar on Tuesdays at 9:00 A.M. in regular session at 1195 Third Street, Suite 310, 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.

## DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Levine Act Compliance: The Levine Act (Government Code Section 84308) governs contributions in Board of Supervisor proceedings related to licenses, permits, or entitlements, as defined in the Act. Board members are prohibited from accepting contributions exceeding $500 from parties, their agents, or participants during such proceedings and for 12 months after a final decision. If a Board member received a contribution exceeding $500 within the past 12 months, disclosure is required on the record, and the member must not use their position to influence decisions. Parties and participants must disclose applicable contributions exceeding $500 on the record, providing the following: • Name of the party or participant and any other person making the contribution • The name of the recipient • The amount of the contribution; and • The date the contribution was made. This information does not constitute legal advice. Parties and participants are advised to consult their legal counsel for guidance on compliance.

## ON A MATTER ON THE AGENDA

Please proceed to the podium when the matter is called and, after receiving recognition from the Chair, 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 Chair or Board, but is generally limited to three minutes.

## ON A MATTER NOT ON THE AGENDA

Public comment is an opportunity for members of the public to speak on items that are not on the agenda but are within the subject matter jurisdiction of Napa County and its related districts and agencies. Public comment is limited to three minutes per speaker, subject to the discretion of the Chair. Comments should be brief and focused, and speakers should be respectful of one another who may have different opinions. The Board is here to listen to everyone who wishes to address them, but everyone has the responsibility to act in a civil manner. Please remember this meeting is being recorded and broadcast on live television. The County will not tolerate profanity, hate speech, abusive language, or threats. Also, while public input is appreciated, the Brown Act prohibits the Board from taking any action today on matters raised during public comment.

**How to Watch or Listen to the Napa County Board of Supervisors Meetings**

The Napa County Board of Supervisors will continue to meet pursuant to the annually adopted meeting calendar available at the following link:

https://www.countyofnapa.org/1429/Board-of-Supervisors-Special-Districts-C

The Board realizes that not all County residents have the same ways to stay engaged, so several alternatives are offered. Remote participation for members of the public is provided for convenience only. In the event that the remote participation options malfunction for any reason, the Board of Supervisors reserves the right to conduct the meeting without remote access.

Please watch or listen to the Board of Supervisors meeting in one of the following ways:

1. Attend in-person at the Board of Supervisors Chambers, 1195 Third Street, Napa Suite 305.
2. Watch via YouTube at https://www.youtube.com/@NapaCounty/streams.
3. Watch online at https://napa.legistar.com/Calendar.aspx (click the “In Progress” link in the “Video” column).
4. Watch on Napa Valley TV Channel 28.
5. Watch on Zoom via www.zoom.us/join (Meeting ID: 842-343-169) or listen on Zoom by calling 1-669-900-6833 (Meeting ID: 842-343-169).
6. To listen or watch in Spanish, please visit https://www.countyofnapa.org/3723/

**If you are unable to attend the meeting in person and wish to submit a general public comment or a comment on a specific agenda item, please do the following:**

1. Call the Board of Supervisors Public Comment Line at 707-299-1776 during the item on which you want to speak. Comments will be limited to three minutes, subject to the discretion of the Chair. If you cannot make the meeting, you may leave a comment by voice mail by calling the Public Comment Line before or after the meeting.

2. Email your comment to publiccomment@countyofnapa.org 24 hours in advance of the meeting to ensure that your comment will be shared with all members of the Board of Supervisors.

In the event of a telephone or email malfunction which prevents a member of the public from submitting or making a public comment remotely, the Board of Supervisors reserves the right to receive only those public comments made in person.

For more information, please contact the Clerk of the Board's office at 707-253-4580 or email clerkoftheboard@countyofnapa.org.

**1. CALL TO ORDER; ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PET OF THE WEEK**

**A.** Presentation of the Pet of the Week. (No Fiscal Impact) **25-237**

**Attachments:** Pet of The Week (added after meeting)

**4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS**

**A.** Presentation of a Proclamation recognizing September 2025 as "National Recovery Month" in Napa County. (No Fiscal Impact) **25-1417**

**Attachments:** Proclamation

**B.** Presentation of a Proclamation recognizing September 2025 as "Hispanic Heritage Month" in Napa County. (No Fiscal Impact) **25-1418**

**Attachments:** Proclamation

**C.** Recognize Dina Jose for her service and contributions as Director of Corrections for Napa County. (No Fiscal Impact) **25-1419**

**Attachments:** Proclamation (added after meeting)

**5. CONSENT CALENDAR**

**Auditor-Controller**

**A.** Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIIIB of the California Constitution. (No Fiscal Impact) **25-1515**

**Attachments:** Resolution
Memo

**B.** Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project, as required by Article XIIIB of the California Constitution. (No Fiscal Impact) **25-1516**

**Attachments:** Resolution
Memo

**C.** Accept and instruct the Clerk of the Board to file the report summarizing the countywide internal control review of the capital asset inventory certification process for the Fiscal Year Ended June 30, 2024. (No Fiscal Impact) **25-1629**

**Attachments:** Report

**D.** Deny State assessed unitary property tax refund claim for return of 2020-21 taxes paid on Assessor Parcel No. 799-000-161-000 in accordance with Revenue and Taxation Code section 100 and Sections 5096 and 5097 (Utility company). (No Fiscal Impact) **25-1651**

**Attachments:** Claim

**Clerk of the Board**

**E.** Approval of minutes from the September 9, 2025 regular meeting and September 16, 2025 special meeting. (No Fiscal Impact) **25-704**

**Attachments:** September 9, 2025
September 16, 2025

**F.** Appoint David Church to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2026. (No Fiscal Impact) **25-1633**

**Attachments:** Church Application
Letter of Recommendation

**G.** Reappoint Donald Chase, for a third term, to the Napa County Assessment Appeals Board to represent the Property Appraiser Certified by the Board of Equalization with terms of office to commence immediately and expire on September 6, 2028. (No Fiscal Impact) **25-1634**

**Attachments:** Chase Application

**County Counsel**

**H.** Approve a Budget Amendment to increase appropriations in the Conflict Public Defender Budget for indigent defense costs. (Fiscal Impact: $150,000 Expense; Not Budgeted; General Fund; Mandatory) [4/5 vote required] **25-1659**

**I.** Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary) [4/5 vote required] **25-1665**

**Attachments:** Resolution

**District Attorney**

**J.** Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Victim/Witness Assistance Program. (Fiscal Impact: $376,543 Revenue; General Fund; Budgeted; Discretionary) **25-1620**

**Attachments:** Resolution

**K.** Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Violence Against Women Vertical Prosecutions Program. (Fiscal Impact: $202,545 Revenue; General Fund; Budgeted; Discretionary) **25-1621**

**Attachments:** Resolution

**L.** Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach Program. (Fiscal Impact: $196,906 Revenue; General Fund; Budgeted; Discretionary) **25-1622**

**Attachments:** Resolution

**Elections**

**M.** Approve a budget amendment to increase Election Division appropriations offset by an increase in State Funding for the November 4, 2025 Statewide Special Election. (Fiscal Impact: Net Zero; General Fund; Not Budgeted; Mandatory) **25-1616**
[4/5 Vote Required]

**Attachments:** Special Election Letter

**Housing & Community Services**

**N.** Approve and authorize a budget amendment to support the Housing Authority's water treatment services. (Fiscal Impact: $29,688 Expense; County Service Area No.4 Fund; Not Budgeted; Discretionary) **25-1682**
[4/5 vote required]

**O.** Approve and authorize agreement No. 250431B for $125,000 with Community Initiatives (The ADU Center) to provide technical assistance to the County of Napa's ADU Loan Program through June 30, 2026. (Fiscal Impact: $125,000 Expense; Affordable Housing Fund; Budgeted; Discretionary) **25-1687**

**Attachments:** Agreement

**Human Resources – Division of CEO's Office**

**P.** Adopt a Resolution to amend Napa County Policy Manual Part I Section 37C-1, Management Compensation Plan - Management Classified, effective September 1, 2025. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary) **25-1599**

**Attachments:** Resolution
Exhibit A (Redline)
Exhibit A (Clean)

**Lake Berryessa Resort Improvement District**

**Q.** Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution. (No Fiscal Impact) **25-1512**

**Attachments:** Resolution
Memo

**Napa Berryessa Resort Improvement District**

**R.** Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution. (No Fiscal Impact) **25-1514**

**Attachments:** Resolution
Memo

**Napa County Housing Authority**

**S.** Approve and authorize Agreement No. 260134B (NCHA) with Natural Systems Utilities CA, Inc. for a maximum of $113,475 for the partial fiscal year October 1, 2025, through June 30, 2026, then increasing to $125,475 yearly, for the operation of public water systems, including water system inspection, testing, and maintenance at the Calistoga, River Ranch, and Mondavi Farmworker Centers and the related Budget Amendment. (Fiscal Impact: $113,475 Expense; Napa County Housing Authority Fund; Not Budgeted; Discretionary)
[4/5 vote required] **25-1533**

**Attachments:** Agreement

**Probation**

**T.** Approve and authorize grant funding and Agreement No. 260057B with the Office of Traffic Safety to provide intensive probation supervision for high-risk felony and repeat DUI offenders. (Fiscal Impact: $205,000 Revenue; General Fund; Budgeted: Discretionary) **25-1231**

**Attachments:** Agreement

**Public Works**

**U.** Approve and authorize Amendment No. 3 to Agreement No. 190062B with Lionakis; Amendment No. 3 to Agreement No. 220333B with Geocon Consultants, Inc.; Amendment No. 1 to Agreement No. 250329B with One Workplace L. Ferrari, LLC; and Amendment No. 3 to Agreement No. 200212B with Vanir Construction Management Inc. for work on Replacement Detention Facility Project, PW 20-100. (Fiscal Impact: $244,900 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1353**

**Attachments:** Lionakis - Agreement
Geocon - Agreement
Vanir - Agreement
One Workplace - Agreement

**V.** Approve and authorize Agreement No. 260131B with Mead & Hunt, Inc. for two years with a maximum compensation of $80,000 per fiscal year for on-call, aviation specific, architectural and engineering services. (Fiscal Impact $80,000 Expense; Airport Fund; Budgeted; Discretionary) **25-1553**

**Attachments:** Agreement

**W.** Approve and authorize Amendment No. 3 to Agreement No. 240001B with United Site Services of California, Inc. to increase maximum compensation for non-routine services from $8,000 to $18,000 for a maximum total compensation of $39,000 in fiscal year 2025-26 to provide portable restroom and sanitation services. (Fiscal Impact: $10,000 Expense; Various Departments; Budgeted; Discretionary) **25-1561**

**Attachments:** Agreement

**X.** Award of Construction Contract to O.C. Jones & Sons, Inc of Berkeley, CA, in the amount of $603,000 for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project," PW 25-46; and approve a Budget Amendment. (Fiscal Impact $1,074,005 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1610**

**Attachments:** Bid Results
Budget Summary

**Y.** Approve a report of emergency Public Works actions on three projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] **25-1611**

**Z.** Adopt a Resolution approving a Title VI Plan Update which is a requirement for agencies receiving federal financial assistance. (No Fiscal Impact) **25-1637**

**Attachments:** Resolution
Napa County DPW Title IV Plan 2025

**AA.** Approve and authorize the Director of Public Works to execute Contract Change Order No. 2, Part 2B to Agreement No. 250437B with Valentine Corporation to increase the maximum compensation from $763,369 to $832,260; and approve and authorize Amendment No. 6 to Agreement No. 230084B with ADKO Engineering, Inc. to increase the maximum compensation from $624,991 to $629,273 for additional construction support and environmental services for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact; $73,173 Expense; SB-1 Fund; Budgeted; Discretionary) [4/5 vote required] **25-1648**

**Attachments:** Budget Summary
Agreement

**AB.** Approve and authorize Amendment No. 1 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the contract maximum amount from $418,320 to $443,360 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37. (Fiscal Impact: $25,040 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1654**

**Attachments:** Agreement

**AC.** Approve and authorize Amendment No. 1 to Agreement No. 250299B with Nacht & Lewis Architects, Inc. to increase the contract maximum amount from $149,600 to $439,630 to provide detailed construction plans, bidding assistance, and construction support services for the JJC Building Maintenance Project, PW 25-12; and approve a Budget Amendment. (Fiscal Impact: $320,030 Expense; Capital Improvements Project Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1656**

**Attachments:** Agreement

**6. PUBLIC COMMENT**
**For all matters not listed on the agenda but within the jurisdiction of the Board of Supervisors and Special Districts. (see page 1)**

**7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS**

**8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS**

**9. ADMINISTRATIVE ITEMS**

**County Executive Office**

**A.** Receive presentation of Development Impact Fee Nexus Studies for Transportation and Affordable Housing and Commercial Linkage and provide direction. (No Fiscal Impact) **25-524**

**Attachments:** Transportation Study
Affordable Housing and Commercial Linakge Study
Financial Feasibility Analysis
PowerPoint (added after meeting)

**Napa County Groundwater Sustainability Agency**

**B.** Provide Napa County Groundwater Sustainability Agency with an update and receive feedback on Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation progress since 2022, including: 1) Water Conservation and Groundwater Pumping Reduction program elements, 2) NCGSA Pilot Water Certification Partnership process, and 3) provide recommendations to the NCGSA to support GSP implementation activities. (No Fiscal Impact) **25-1359**

**Attachments:** Attachment A
Attachment B
PowerPoint (added after meeting)

**Planning, Building and Environmental Services (PBES)**

**C.** Receive an update on code compliance efforts and consider a recommendation regarding the conclusion of the Use Permit Compliance Program. (No Fiscal Impact) **25-1392**

**Attachments:** Attachment A
PowerPoint (added after meeting)

## 10. PUBLIC HEARINGS

### Planning, Building and Environmental Services (PBES)

**A.** Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 5.36 (Temporary Events) of the Napa County Code relating to application, processing, and noticing requirements for temporary events in Napa County; Section 18.10.020 (Duties - Specific Subjects) of Chapter 18.10 (Zoning Administrator) relating to the Zoning Administrator's duties to hear and decide temporary event license applications; and Section 18.120.010 (Exception to Use Limitations) of Chapter 18.120 (Exceptions) to update the temporary event categories, and adopt a Resolution adopting the Temporary Events Manual and directing that the manual and application packet is maintained by Planning, Building and Environmental Services. (No Fiscal Impact) **25-1340**

**Attachments:** Attachment A - Ordinance - Redline
Attachment B - Ordinance - Clean
Attachment C - Resolution Adopting Temporary Event License Application Packet and Temporary Event Manual
Attachment D - Draft Temporary Event Manual
Attachment E - Draft Temporary Event Application
Attachment F - Existing Temporary Event Application and Temporary Event Manual
Attachment G - Temporary Event Category Description Table
Attachment H - Public Comments

### Public Works

**B.** Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail and County services; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact) **25-1614**

(CONTINUED FROM AUGUST 19, 2025)

**Attachments:** Resolution
Agreement
PowerPoint (added after meeting)

## 11. CLOSED SESSION

**A.** CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa **25-1460**

**B.** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION **25-1663**
Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

**Attachments:** Brix Claim
Circle Oaks Claim
Falcon Claim
Harris Claim

## 12. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, OCTOBER 7, 2025 AT 9:00 A.M.**

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, SEPTEMBER 19, 2025 BY 5:00 P.M. A HARDCOPY SIGNED VERSION OF THE CERTIFICATE IS ON FILE WITH THE CLERK OF THE BOARD OF SUPERVISORS AND AVAILABLE FOR PUBLIC INSPECTION.

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-237

**TO:** Board of Supervisors

**FROM:** Ryan J. Alsop, County Executive Officer

**REPORT BY:** Neha Hoskins, Clerk of the Board

**SUBJECT:** Pet of the Week

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**RECOMMENDATION**

Presentation of the Pet of the Week. (No Fiscal Impact)

# PET OF THE WEEK

## *“Axel”*

- **Domestic long hair cat**
- **4 months, 1 week**
- **3.05 pounds**
- **Male**
- **ID #50179**

*Find Axel at:*

**942 Hartle Ct.**
**Napa, CA**
**(707) 253-4382**

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Go to countyofnapa.org and search “Pet Adoptions”

Napa County Animal Shelter and Adoption Center

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1417

**TO:** Board of Supervisors

**FROM:** Neha Hoskins, Clerk of the Board

**REPORT BY:** Paulette Cooper, Deputy Clerk of the Board II

**SUBJECT:** Proclamation for National Recovery Month- September 2025

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**RECOMMENDATION**

Presentation of a Proclamation recognizing September 2025 as “National Recovery Month” in Napa County. (No Fiscal Impact)

# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## National Recovery Month - September 2025

**WHEREAS,** since 1989, the month of September has been recognized as **National Recovery Month** to increase awareness of substance use disorders, and promote the message that prevention works, treatment is effective, and people do recover; and

**WHEREAS,** there are over 40 million individuals in the country living with substance use disorder, and the **National Recovery Month** theme for 2025, "Recovery is REAL (Restoring Every Aspect of Life)," promotes the idea that recovery is possible and celebrates those who are in recovery by raising awareness and encouraging community support for all who are making progress each and every day; and

**WHEREAS,** everyday people enter treatment for substance use disorders in Napa County and begin their recovery journey while contributing to our community as our family, friends, neighbors and colleagues; and

**WHEREAS,** **National Recovery Month** provides an opportunity to honor the strength, courage, and commitment of those on their recovery journey, as well as the contributions of those who support and love them; and

**WHEREAS,** Napa County recognizes that it is essential to reduce stigma, promote access, and provide evidence- based treatment to enable people living with substance use disorders to recover.

**NOW, THEREFORE, BE IT PROCLAIMED,** that this Board of Supervisors, County of Napa, State of California, on this 23rd day of September 2025, does hereby proclaim September 2025 as **National Recovery Month** in Napa County, and in doing so we encourage community members to contribute to our collective understanding that behavioral health is essential to overall health, prevention works, treatment is effective, and people do recover.

**Anne Cottrell, Chair**

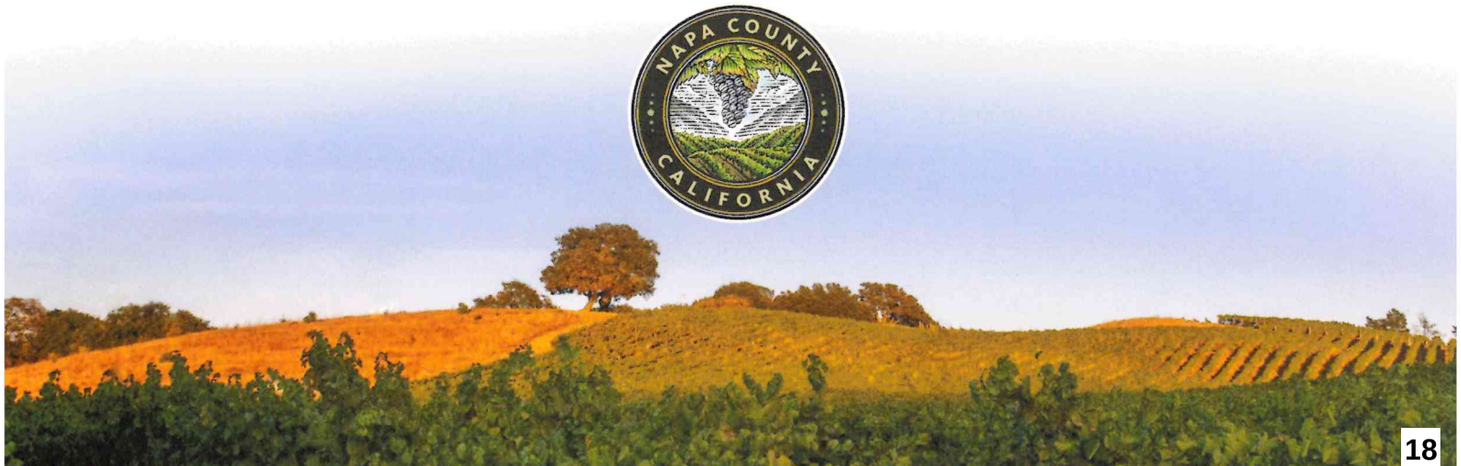
**Amber Manfree, Vice Chair**

**Joelle Gallagher, District 1**

**Liz Alessio, District 2**

**Belia Ramos, District 5**

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1418

**TO:** Board of Supervisors

**FROM:** Neha Hoskins, Clerk of the Board

**REPORT BY:** Paulette Cooper, Deputy Clerk of the Board II

**SUBJECT:** Proclamation for Hispanic Heritage Month - September 2025

## RECOMMENDATION

Presentation of a Proclamation recognizing September 2025 as “Hispanic Heritage Month” in Napa County. (No Fiscal Impact)

# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Hispanic Heritage Month – September 15 – October 15, 2025

**WHEREAS,** the Napa County Board of Supervisors proudly proclaims **September 15 to October 15, 2025** as **Hispanic Heritage Month** in Napa County. We recognize the rich history, diverse cultures, and invaluable contributions of Hispanics whose heritage have roots in Spain, Mexico, Puerto Rico, the Caribbean, and Central and South America; and

**WHEREAS,** now, more than ever, it is crucial to honor and uplift **Hispanic Heritage Month**. In times of growing fear and division, many within Hispanic communities face daily challenges, including the fear of discrimination, violence, and marginalization. These fears, often rooted in the color of their skin or the language they speak, remind us that we must stand united in solidarity, providing support and recognition where it is needed most; and

**WHEREAS,** we respect the resilience and strength of our Hispanic communities. Despite centuries of adversity and discrimination, they have continuously led movements for justice, equality, and opportunity. These contributions have been vital to the growth and prosperity of Napa County, shaping both its economy and culture in ways that will echo for generations to come. The hard work, dedication, and leadership of Hispanic individuals have been fundamental in building the thriving community we call home; and

**WHEREAS,** this year's theme for **Hispanic Heritage Month**, "Collective Heritage: Honoring the Past, Inspiring the Future," calls us to reflect on the sacrifices of those who paved the way for future generations. Their commitment to justice and equality has ignited change and continues to inspire resilience, unity, and hope for a brighter future. The Hispanic community's diversity enriches every aspect of society, and we honor the legacy of those whose contributions have positively impacted every sector, from education to business, arts to public service, and beyond; and

**WHEREAS,** today, and every day, we honor the countless sacrifices made by Hispanic individuals throughout history. We stand in solidarity with them in their ongoing pursuit of justice, dignity, and respect. Let us be inspired to confront the injustices still present in our world and commit ourselves to creating a society where every voice is heard, every individual is empowered, and all members of our community can truly thrive.

**NOW, THEREFORE, BE IT PROCLAIMED,** that this Board of Supervisors, County of Napa, State of California, on this 23rd day of September 2025, does hereby recognize **September 15 to October 15, 2025** as **Hispanic Heritage Month** in Napa County, and we call upon the people of Napa County to celebrate and honor the rich heritage, contributions, and spirit of unity that define our Hispanic communities. We encourage all to reflect on the progress made and commit to working toward a future of inclusion, equity, and shared prosperity for all.

**Anne Cottrell, Chair**

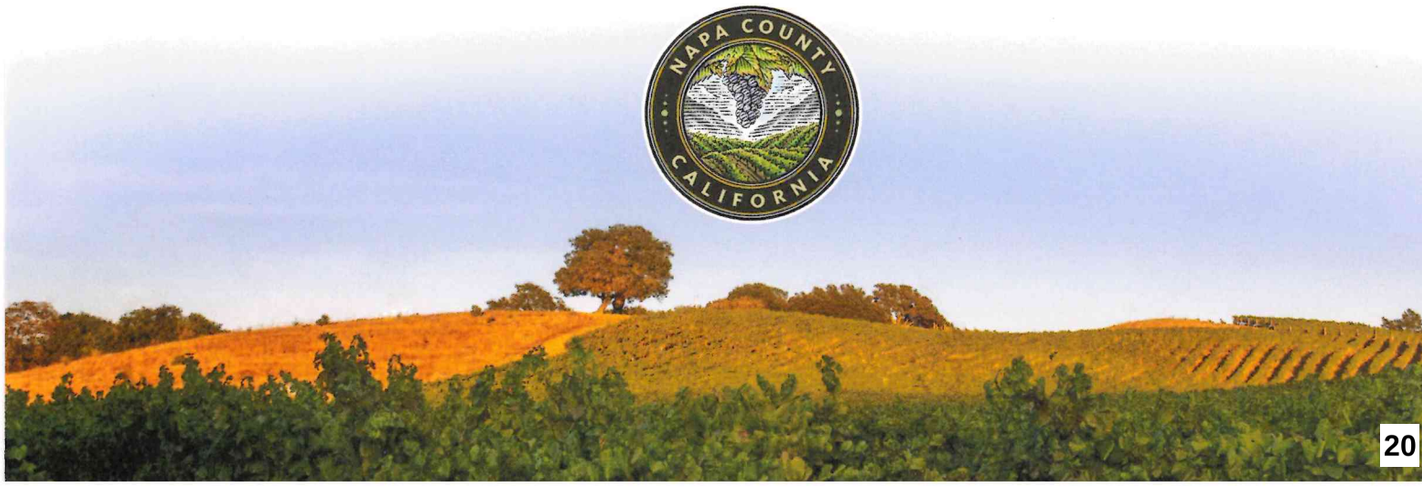
**Amber Manfree, Vice Chair**

**Joelle Gallagher, District 1**

**Liz Alessio, District 2**

**Belia Ramos, District 5**

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

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Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1419

**TO:** Board of Supervisors

**FROM:** Neha Hoskins, Clerk of the Board

**REPORT BY:** Paulette Cooper, Deputy Clerk of the Board II

**SUBJECT:** Proclamation recognizing Dina Jose

## RECOMMENDATION

Recognize Dina Jose for her service and contributions as Director of Corrections for Napa County. (No Fiscal Impact)

# Proclamation

BOARD OF SUPERVISORS | NAPA COUNTY, CALIFORNIA

## Dina Jose

**WHEREAS,** on September 26, 2025, **Dina Jose** will retire after an extraordinary 40-year career in public service, marked by distinction, integrity, and an unwavering commitment to the safety and well-being of others; and

**WHEREAS,** **Dina** began her journey in criminal justice while completing her undergraduate studies in Criminal Justice Management, simultaneously working at the San Joaquin County Jail, where she advanced from a records clerk to the rank of lieutenant over an impressive 31 years of dedicated service; and

**WHEREAS,** bringing her depth of experience and passion for public service to Napa County, **Dina** accepted the position of Assistant Director of the Napa County Corrections Department on August 1, 2016. In this role she built a strong, cohesive team, championing professionalism, teamwork, and a culture of respect; and

**WHEREAS,** **Dina** was promoted to Director of Corrections on December 01, 2018, leading a staff of 133 correctional officers, managers, and support staff. **Dina** created a culture that reflected her own values; those of integrity, honesty, and professionalism where issue resolution was guided by adherence to the law and an overriding concern for those incarcerated persons in her care; and

**WHEREAS,** **Dina** played a pivotal role in envisioning, planning, and executing the design of Napa County's new 332-bed detention facility—the largest capital investment in County history at $133 million. This state-of-the-art facility reflects her forward-thinking approach, featuring light-filled spaces, on-site medical services, and expanded programming to support rehabilitation and successful reentry; and

**WHEREAS,** under **Dina's** leadership, on August 16, 2025, more than 200 incarcerated individuals were transferred from the old jail to the new detention facility in under four hours—without incident—an unprecedented operation that underscored her exceptional planning, organizational skills, and commitment to safety and dignity for all; and

**WHEREAS,** **Dina's** unmatched expertise, professionalism, and spirit of collaboration have earned her the respect and admiration of colleagues, community partners, and the public alike. Her legacy of leadership and innovation will leave an enduring impact on our community; and

**NOW, THEREFORE, BE IT PROCLAIMED,** that this Board of Supervisors, County of Napa, State of California, on this 23rd day of September 2025, proudly recognizes and honors **Dina Jose** on the occasion of her retirement following a distinguished career in public service. We extend our deepest gratitude for her years of dedication, leadership, and invaluable contributions to the County and its residents. We further celebrate this exciting new chapter of her life with her new husband, filled with travel, friendship, family, and cherished memories. With warmest wishes, we toast Dina Jose and the adventures ahead.

Anne Cottrell

**Anne Cottrell, Chair**

Amber Manfree

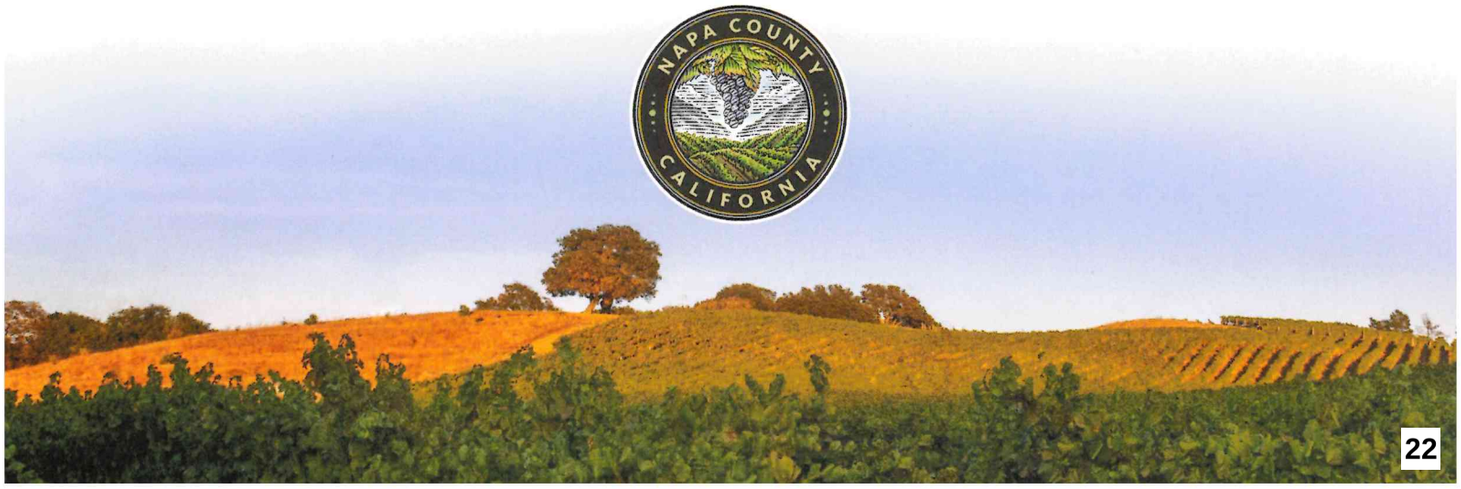
**Amber Manfree, Vice Chair**

**Joelle Gallagher, District 1**

**Liz Alessio, District 2**

**Belia Ramos, District 5**

NAPA COUNTY BOARD OF SUPERVISORS



Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1515

**TO:** Board of Supervisors

**FROM:** Tracy Schulze - Auditor-Controller

**REPORT BY:** Georgina Panganiban - Deputy Auditor-Controller

**SUBJECT:** Fiscal Year 2025-26 County of Napa Appropriation Limit

## RECOMMENDATION

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIIIB of the California Constitution. (No Fiscal Impact)

## BACKGROUND

Article XIIIB of the California Constitution requires the County to establish an appropriation limit on an annual basis. The appropriation limit is the amount the County could spend that is funded by certain taxes and State subventions, while the revenue subject to the limit is the amount of revenue from those sources the County anticipates actually receiving in the fiscal year. The included correspondence provides information on how the recommended appropriation limit was calculated in accordance with Article XIIIB of the California Constitution.

The attached resolution establishes the Fiscal Year 2025-26 appropriation limit of $3,351,682,838 and the estimated revenue subject to that limit of $261,316,934 using the percentage change in California per capita personal income from the preceding year as the change in the cost of living factor.

Requested Action: Adopt a resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the County of Napa as required by Article XIIIB of the California Constitution.

## 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.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | The estimated appropriation limit is considered when preparing the recommended budget. |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | Yes |

| | |
|---|---|
| Future fiscal impact: | The appropriation limit is required to be approved each fiscal year. |
| Consequences if not approved: | Failing to establish an appropriation limit each fiscal year would put the County in violation of the State Constitution. |

**RESOLUTION NO. _____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS ESTABLISHING THE APPROPRIATION LIMIT FOR THE 2025-2026 FISCAL YEAR FOR NAPA COUNTY**

**WHEREAS**, Article XIIIB of the California State Constitution requires the Board of Supervisors to annually establish an appropriation limit for the County; and

**WHEREAS**, the total annual appropriations limit cannot exceed the local entity's appropriation limit for the prior year as adjusted for the change in the cost-of-living and the change in population except as otherwise provided in Article XIIIB of the California State Constitution; and

**WHEREAS**, section 8(e)(2) of Article XIIIB of the California State Constitution requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor which shall either be the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Napa County Board of Supervisors hereby sets the estimated appropriation limit and the estimated revenue subject to the limit for Napa County for the 2025-2026 Fiscal Year as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| **Napa County** | **$3,351,682,838** | **$261,316,934** |

2. The Board in determining the 2025-2026 appropriation limit hereby selects the percentage change in California per capita personal income from the preceding year as the change in the cost-of-living factor.

/ / /

/ / /

/ / /

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors at a regular meeting held on the 23rd day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____

ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: Sabrina S. Wolfson<br>*Deputy County Counsel*<br><br>Date: August 27, 2025<br><br>PL No. 137770 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By: _____ |

A Tradition of Stewardship
A Commitment to Service

# AUDITOR-CONTROLLER
# INTER-OFFICE MEMO

Date: September 23, 2025

To: Board of Supervisors

From: Tracy A. Schulze
Auditor-Controller

Subject: **2025-2026 Appropriation Limit for the County of Napa**

Article XIIIB of the California Constitution requires the County to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIIIB of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIIIB requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or

- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the County. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 1.06. Therefore, I am recommending the County's appropriation limit be calculated using the percentage change in California per capita personal income from the preceding year.

**Cumulative Growth Factor Calculation Detail**

| California Per Capita Personal Income Calculation | | | | | | |
|---|---|---|---|---|---|---|
| California per capita personal income change | = | 6.44% | + | 1 | = | 1.06440000 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| Personal Income Growth Factor: 1.0644 multiplied by 1.00729418 = | | | | | | **1.07216393** |

| Non-residential New Construction Calculation | | | | | | |
|---|---|---|---|---|---|---|
| Non-Residential New Construction / Assessed Value Growth | = | $ 120,511,480 / $ 2,271,339,732 | + | 1 | = | 1.05305744 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| New Construction Growth Factor: 1.05305744 multiplied by 1.00729418 = | | | | | | **1.06073864** |

| Appropriation Limit Calculation Detail | |
|---|---|
| 2024 - 2025 Appropriation Limit | $ 3,126,091,782 |
| Multiplied by the Greater Growth Factor | 1.07216393 |
| 2025 - 2026 Appropriation Limit | $ 3,351,682,838 |

**Recommended Board Action**

Adopt the attached resolution establishing the appropriation limit for the County of Napa using the percentage change in California per capita personal income from the preceding year. The appropriation limit and revenue subject to the limit are as follows:

| | Appropriations Limit | Revenues Subject to Limit |
|---|---|---|
| **County of Napa** | **$3,351,682,838** | **$261,316,934** |

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1516

**TO:** Board of Supervisors

**FROM:** Tracy Schulze - Auditor-Controller

**REPORT BY:** Georgina Panganiban - Deputy Auditor-Controller

**SUBJECT:** FY 2025-26 Appropriation Limit for Community Facilities District 2012-1 for MST

## RECOMMENDATION

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project, as required by Article XIIIB of the California Constitution. (No Fiscal Impact)

## BACKGROUND

On October 23, 2012, the Board of Supervisors approved the formation of the Community Facilities District (CFD) 2012-1 for the MST Recycled Water Pipeline Project.

Article XIIIB of the California Constitution requires the Board of Supervisors, when acting as the governing board of a special district, to annually establish appropriation limits for that special district. The appropriation limit is the amount the CFD 2012-1 MST could spend that is funded by certain taxes and state subventions, while the revenue subject to the limit is the amount of revenue from those sources the District anticipates actually receiving in the fiscal year. The included correspondence provides information on how the appropriation limit was calculated in accordance with Article XIIIB of the California Constitution.

The attached resolution establishes the Fiscal Year 2025-26 appropriation limit of $3,241,580,979 and the estimated revenue subject to that limit of $315,383 using the percentage change in California per capita personal income from the preceding year for the calculation.

Requested Action: Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and estimated revenue subject to the limit for the Napa County Community Facilities District 2012-1 for the Milliken-Sarco-Tulocay (MST) Recycled Water Pipeline Project, as required by Article XIIIB of the California Constitution.

## 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.

## FISCAL IMPACT

Is there a Fiscal Impact? No

| | |
|---|---|
| Is it currently budgeted? | Yes |
| Where is it budgeted? | The estimated appropriation limit is considered when preparing the recommended budget. |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | No |
| Future fiscal impact: | The appropriation limit is required to be approved each fiscal year. |
| Consequences if not approved: | Failing to establish an appropriation limit each fiscal year would put the Napa County Community Facilities District 2012-1 MST in violation of the State Constitution. |

**RESOLUTION NO. _____**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY ESTABLISHING THE APPROPRIATION LIMIT FOR NAPA COUNTY COMMUNITY FACILITIES DISTRICT FOR THE MST RECYCLED WATER PIPELINE PROJECT FOR THE 2025-2026 FISCAL YEAR**

**WHEREAS**, Article XIIIB of the California Constitution requires each entity of local government to annually establish an appropriation limit; and

**WHEREAS**, the annual appropriation limit generally cannot exceed the entity's appropriation limit for the prior year as adjusted for the change in the cost of living and the change in population, except as otherwise provided in Article XIIIB; and

**WHEREAS**, Section 8(e)(2) of Article XIIIB requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction; and

**WHEREAS,** on October 23, 2012, the Board of Supervisors approved the formation of Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) ("District"). The Board of Supervisors set the appropriation limit for the District at $16,357,973 for fiscal year 2014-2015, and which may be compounded and adjusted annually as authorized by section 1 of Article XIIIB of the California Constitution.

**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Board of Supervisors, does set the appropriation limit and the estimated revenue subject to the limit for the District for fiscal year 2025-2026 as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) | $3,241,580,979 | $315,383 |

**BE IT FURTHER RESOLVED**, that in determining the 2025-2026 appropriation limit, the percentage change in California per capita personal income from the preceding year was used as the change in the cost-of-living factor.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors at a regular meeting held on the 23rd day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of
the State of California

_____
ANNE COTTRELL, Chair of the
Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: Chris R.Y. Apallas<br><br>Date: September 9, 2025<br><br>Doc: 138525 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By: _____ |

A Tradition of Stewardship
A Commitment to Service

# AUDITOR-CONTROLLER
# INTER-OFFICE MEMO

Date: September 23, 2025

To: Board of Supervisors

From: Tracy A. Schulze
Auditor-Controller

Subject: **2025-2026 Appropriation Limit for Napa County Community Facilities District (for the MST Recycled Water Pipeline Project)**

---

Article XIIIB of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990, the voters of California passed Proposition 111 that amended Article XIIIB of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIIIB requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or

- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of -1.36. Therefore, I am recommending the District's appropriation limit be calculated using the percentage change in California per capita personal income from the preceding year.

On October 23, 2012, the Board of Supervisors approved the formation of the Napa County Community Facilities District (for the MST Recycled Water Pipeline Project). The Board of Supervisors is required, when acting as the governing board of a special district, to adjust the appropriation limit on an annual basis as authorized by section 1 of Article XIIIB of the California Constitution.

**Cumulative Growth Factor Calculation Detail**

| California Per Capita Personal Income Calculation | | | | | |
|---|---|---|---|---|---|
| California per capita personal income change | = | 6.44% | + 1 = | | 1.06440000 |
| Population Change within Napa County Incorporated | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | = | | 1.00729418 |
| Personal Income Growth Factor: 1.0644 multiplied by 1.00729418 = | | | | | **1.07216393** |

| Non-residential New Construction Calculation | | | | |
|---|---|---|---|---|
| Non-Residential New Construction / Assessed Value Growth | = | $ 27,183,534 / $ (20,123,456) | = | (1.35083825) |
| Population Change within Napa County Incorporated | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | = | 1.00729418 |
| New Construction Growth Factor: -1.35083825 multiplied by 1.00729418 = | | | | **(1.36069150)** |

| Appropriation Limit Calculation Detail | |
|---|---|
| 2024 - 2025 Appropriation Limit | $3,023,400,527 |
| Multiplied by the Greater Growth Factor | 1.07216393 |
| 2025 - 2026 Appropriation Limit | $3,241,580,979 |

**Recommended Board Action**

Adopt the attached resolution establishing the appropriation limit for the Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) using the percentage change in California per capita personal income from the preceding year indicated above. The appropriation limit and revenue subject to the limit are as follows:

| | Appropriation Limit | Revenues Subject to Limit |
|---|---|---|
| Napa County Community Facilities District (for the MST Recycled Water Pipeline Project) | $3,241,580,979 | $315,383 |

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1629

**TO:** Board of Supervisors

**FROM:** Tracy Schulze, Auditor-Controller

**REPORT BY:** Christine Hernandez, Deputy Auditor-Controller

**SUBJECT:** Countywide Internal Control Review over Capital Asset Inventory Certification Process for the Fiscal Year Ended June 30, 2024

## RECOMMENDATION

Accept and instruct the Clerk of the Board to file the report summarizing the countywide internal control review of the capital asset inventory certification process for the Fiscal Year Ended June 30, 2024. (No Fiscal Impact)

## BACKGROUND

Internal Audit conducted a countywide review of internal controls over the year-end capital asset inventory certification process for the fiscal year ended June 30, 2024. The review covered 26 departments representing both governmental and enterprise funds and included physical verification of selected assets and testing of inventory certifications. Overall, 18.5% of assets (by count) and 33.1% (by value) were tested.

The engagement focused on determining whether internal controls were adequate and whether inventory certifications were accurate, complete, and properly supported.

Based on the procedures performed, Internal Audit concluded that departments generally maintain adequate internal controls to accurately record, account for, and track capital assets. Substantive testing identified an overall exception rate of 3.0%. Where opportunities for improvement were identified, we have included recommendations to strengthen internal processes.

**Action Requested:** Accept and instruct the Clerk of the Board to file the report summarizing the countywide internal control review of the capital asset inventory certification process for the Fiscal Year Ended June 30, 2024. (No Fiscal Impact; Discretionary)

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |

## 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.

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# Napa County
# Countywide Internal Control Review

## Capital Asset Inventory Certification Process

For the Fiscal Year Ended June 30, 2024

**AUDITOR-CONTROLLER**
**Internal Audit Section**

**September 9, 2025**

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**Engagement Team**

Christine Hernandez - Deputy Auditor-Controller
Nicholas Kittredge - Grant Compliance & Internal Audit
Susan MacDonald - Internal Audit

Auditor-Controller

1195 Third Street • Room B10
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4551
Fax: (707) 226-9065

Tracy A. Schulze
Auditor-Controller

A Tradition of Stewardship
A Commitment to Service

September 9, 2025

Board of Supervisors
1195 Third Street, Room 301
Napa, CA 94559

# EXECUTIVE SUMMARY

## Background and Scope

Internal Audit conducted a countywide review of internal controls over the year-end capital asset inventory certification process for the fiscal year ended June 30, 2024. The review covered 26 departments[1] representing both governmental and enterprise funds and included physical verification of selected assets and testing of inventory certifications. Overall, 18.5% of assets (by count) and 33.1% (by value) were tested. The engagement focused on determining whether internal controls were adequate and whether inventory certifications were accurate, complete, and properly supported.

## Procedures

To complete this review, Internal Audit performed the following procedures:

- Reviewed relevant Napa County (County) policies, procedures, year-end closing processes, and required forms related to capital assets
- Examined capital asset inventory certifications submitted by each department to confirm that appropriate personnel verified the assets and returned the certifications to the Auditor-Controller's Office in a timely manner
- Selected a sample of assets from each department for substantive testing to verify their existence, accuracy, and completeness

## Results

Based on the procedures performed, Internal Audit concluded that departments generally maintain adequate internal controls to accurately record, account for, and track capital assets. Substantive testing identified an overall exception rate of 3.0%. Where opportunities for improvement were identified, we have included recommendations to strengthen internal processes.

[1] For purposes of this report, the term *department* refers to distinct business units established within the County's Tyler ERP system. Multiple ERP "departments" may be associated with, and report to, the same Department Head.

## Conclusion

Internal Audit extends its appreciation to County staff for their expertise, professionalism, and transparency throughout this engagement. Since the prior review of the capital asset inventory certification process for the fiscal year ended June 30, 2021, significant improvements have been made to internal control environments. It is evident that Department Heads and staff have implemented corrective actions and recommendations, thereby contributing to a stronger and more sustainable control framework.

This review was conducted in conformance with the International Standards for the Professional Practice of Internal Auditing established by the Institute of Internal Auditors. These standards require that Internal Audit identify, analyze, evaluate, and document sufficient evidence to achieve the engagement objectives, and that the audit team maintain independence, objectivity, and exercise due professional care.

This report is a matter of public record and is intended for the information and use of Napa County's Board of Supervisors (Board), Chief Executive Officer, Auditor-Controller, and Department Heads. It is not intended for use by any other parties.

Tracy A. Schulze
Auditor-Controller

## Background

As outlined in Napa County's Capital Asset Policies and Procedures (July 2016), capital assets are defined as land, land improvements, easements, buildings, building improvements, vehicles, machinery, works of art and historical treasures, and other tangible or intangible assets used in operations that have (1) an initial useful life extending beyond one year and (2) an initial cost equal to or greater than the following thresholds:

| Asset Class | Capitalization Threshold[2] |
|---|---|
| Land | $0 |
| Buildings and Improvements | $150,000 |
| Infrastructure and Intangibles | $150,000 |
| Vehicles, Machinery, Furniture, Fixtures, and Equipment | $5,000 |
| Works of Art, Historical Artifacts | $5,000 |
| Any Assets Purchased with State or Federal Grant Funds | $5,000 |
| Construction in Progress | Classified at Completion |

The County's capital asset categories include land and easements, construction in progress, infrastructure, structures and improvements, equipment, and intangible assets.

Maintaining accurate and complete capital asset records is critical in order to:

- Maintain an inventory of all County-owned depreciable assets
- Depreciate assets appropriately over their useful lives
- Accurately prepare the County's financial statements
- Ensure compliance with auditing regulations
- Track required information and documentation on grant-funded assets
- Provide accurate valuations for fire and casualty insurance
- Support internal control and accountability
- Facilitate planning for future asset replacement

In accordance with California Government Code §24501 and Napa County's Capital Asset Policies and Procedures (July 2016), each County Department Head is required to file an annual certified inventory of capital assets with the Auditor-Controller's Office (ACO) by September 1st. The certification must detail all County property in the department's possession as of the close of business on the preceding June 30th.

Failure to maintain accurate information in these certifications can weaken stewardship over County assets, increasing the risk that property may be lost or stolen. Inadequate oversight may

[2] Effective July 1, 2025, Napa County's capitalization threshold limits will change in response to updated guidance from the Governmental Accounting Standards Board (GASB). The threshold will increase from $5,000 to $10,000, aligning with higher materiality standards in financial reporting and helping to reduce administrative costs.

also create conditions where waste or abuse could be perceived as easily occurring. Additionally, inaccuracies in reported data may result in misstatements of capital asset balances in the County's Annual Comprehensive Financial Report (ACFR).

As of June 30, 2024, Napa County's gross investment in capital assets (at acquisition cost) totaled $707.2 million, including $65.9 million in equipment and intangible assets.

The ACO maintains the official records of all County capital assets. These records are based on:

1. Documentation provided by departments throughout the year regarding acquisitions, transfers, sales, or disposals of assets; and
2. Signed annual capital asset inventory certifications submitted by each department.

At year-end, the ACO provides departments with an official inventory listing of capital assets as of June 30. Departments are required to complete a physical inventory of their assets, verify the accuracy and completeness of the listing, and submit any necessary amendments. The certified inventory, along with all prescribed forms, must be signed and returned to the ACO by September 1 each year.

County departments are responsible for performing these annual inventory counts, identifying and reporting any inaccuracies, and working with the ACO to ensure corrections are made. The ACO, in turn, is responsible for establishing and maintaining the County's capital asset policies and procedures, including requirements for inventory counts, to ensure consistency and accountability across all departments.

## Objective

The primary objectives of this engagement were to determine whether adequate internal controls exist over the inventory certification process, and to assess the accuracy, existence and completeness of inventory certifications.

## Population and Sample Selection

Population

| | Departments in Population | Assets in Population | Value of Population |
|---|---|---|---|
| Capital Asset Certifications | 26 | 1,434 | $74,278,275 |

Internal Audit defined the population based on the following criteria:

- Assets were either in service as of June 30, 2024, or disposed of during the fiscal year.
- Assets classified as land, land improvements, buildings, building improvements, infrastructure, leases, construction in progress, and non-capitalized equipment were excluded from substantive testing.

To summarize, the population reflects the County's gross investment in equipment and intangible assets - $65.9 million in assets in service as of June 30, 2024, and $8.4 million in

assets disposed of during the fiscal year.

Sample Selection

Overall, 18.5% of assets (by count) and 33.1% (by value) were tested across 26 departments (including three special districts).

| | Departments in Sample | Assets in Sample | Value of Sample |
|---|---|---|---|
| Capital Asset Certifications | 26 | 266 | $24,596,408 |

To ensure fair coverage across all departments, Internal Audit stratified the population into 26 groups, with each group representing a department's capital asset certification. Within this framework, we specifically selected 33 assets for re-testing that had exceptions noted in the 2021 capital asset review. The remaining sample consisted of randomly selected assets from each group to provide balanced and representative coverage.

Department-level population and sample selection data is presented in **Appendix A**, and the audit sample by capital asset category is presented in **Appendix B**.

## Testing Methodology

To accomplish our objectives, Internal Audit performed the following procedures:

- Reviewed County capital asset policies and procedures
- Interviewed appropriate personnel
- Gained an understanding of the internal control environments within departments that maintain capital assets

We tested the Capital Asset Certifications filed by County Department Heads for the year ended June 30, 2024, by confirming the required submission date and verifying that each certification was signed. In accordance with the County Capital Asset Policies and Procedures, each Department Head must submit a signed, validated inventory certification, with all prescribed forms completed, to the Auditor-Controller by September 1 each year.

In addition, we tested the selected sample of capital assets against the following four attributes:

Attribute A – Asset Existence (Book-to-Floor Testing)

We verified the physical existence and accuracy of assets listed on the certifications by selecting items from the inventory ("book") and physically locating them ("floor"). Appointments were scheduled with custodians at various locations to ensure the assets were available for inspection. When located, assets were photographed, and documentation was uploaded to the capital asset module to confirm their existence.

Attribute B – Accuracy of Inventory Certifications

We compared each sampled asset's location, description, and serial number against the information recorded on the inventory certification to ensure accuracy. We also reviewed the appropriateness of asset classifications. For example, vehicles should be classified as "equipment" rather than "structures and improvements."

Attribute C – Timeliness of Capital Asset Additions

We assessed whether acquisitions were recorded in a timely manner. For assets acquired during fiscal year 2023–2024, we confirmed they were reported as current-year additions on the inventory certification due September 1, 2024. For assets acquired in prior years, we verified that they were included in the inventory listing but not incorrectly recorded as current-year additions.

Attribute D – Documentation for Disposals and Transfers

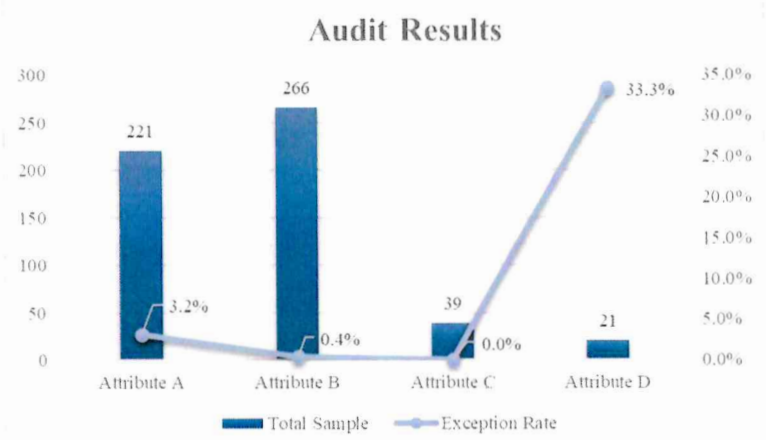
We reviewed whether assets that were retired or transferred were properly supported by documentation such as an approved Board agenda item and/or a Capital Asset Adjustment Form.

- **Retirements:** Department managers must complete a Capital Asset Adjustment Form (Retirements) and submit it to the Purchasing Manager, who determines whether the asset should be re-circulated, sold, held in inventory, or disposed of. The Purchasing Manager signs the form and forwards it to the Auditor-Controller for proper tracking within 10 days of retirement. Any removal of an asset from the Countywide inventory requires approval by the Board of Supervisors.

- **Transfers:** When assets are relocated, the originating department must initiate the paperwork and complete a Capital Asset Adjustment Form (Transfers). This form must be submitted to the Auditor-Controller within 10 days to ensure proper tracking.

## Findings and Recommendations

Audit results indicate that most areas of the capital asset certification process are operating effectively, with exception rates either low or nonexistent. The primary opportunity for strengthening controls lies in disposals and transfers (Attribute D), where one-third of sampled items contained exceptions.



The following section outlines the specific audit findings and observations in greater detail, along with recommendations to strengthen controls where appropriate

**Finding 1:** Late Capital Asset Certification Submissions

For the fiscal year ended June 30, 2024, 5 of the 26 Capital Asset Certifications were not submitted by Department Heads by the required deadline of September 1, 2024.

County policy requires that certifications, with all prescribed forms, be submitted to the Auditor-Controller by September 1 each year. Timely submission is essential to support accurate financial reporting and helps ensure that the County's Annual Comprehensive Financial Report (ACFR) is free from material misstatements.

To assist departments in meeting this deadline, the Auditor-Controller distributes a year-end closing calendar during the final month of the fiscal year, reminding departments of the certification requirement. The capital asset certification deadline is also communicated at the monthly Financial User Network (FUN) meeting. In addition, an email reminder is sent to any department that has not yet submitted its certification approximately two weeks prior to the September 1 deadline.

Recommendation:

Internal Audit recommends that Department Heads establish internal reminders and assign responsibility for the timely completion and submission of annual Capital Asset Certifications.

**Finding 2:** Disposals or Transfers of Capital Assets Without Proper Documentation

During testing, Internal Audit was unable to verify the existence of 7 out of 221 assets reviewed (3.2%) under Attribute A. Specifically:

- Three assets reported as transferred to surplus by the Fire Protection Department were missing the required Capital Asset Adjustment Forms. Further, these assets were recertified by the Department Head as being in the department's possession as of June 30, 2025. As of the date of this report, Internal Audit has not been able to verify whether the assets were transferred or remain with Fire Protection. The department is actively working to locate the assets and anticipates resolution in the near future. The acquisition value of these assets was $27,337, representing approximately 0.1% of the total sample value.

- Four assets from Fire Protection, Information Technology Services, Lake Berryessa Resort Improvement District, and Napa Berryessa Resort Improvement District were reported as disposed of or destroyed without the required approval of the Board of Supervisors. According to asset custodians, these items were discarded many years ago - some more than a decade - without proper documentation of the disposals.

When tested under Attribute D (Disposals and Transfers), this issue represented a 33.3% exception rate, confirming that disposals and transfers remain the area of greatest non-

compliance in the capital asset certification process.

These situations highlight lapses in following established County procedures for documenting asset transfers and disposals. Without proper forms and approvals, there is an increased risk that County property may be lost, misused, or inaccurately reported in financial statements.

Recommendation:

Internal Audit recommends that departments exercise due care when completing and reviewing annual capital asset inventory certifications, as the inclusion of disposed assets represents a control weakness. To strengthen compliance with County policies, departments should ensure all asset transfers and disposals are properly documented using the required Capital Asset Adjustment Forms and, when applicable, approved by the Board of Supervisors. Departments should also review and update their internal procedures to confirm that custodians and managers are fully aware of these requirements. In addition, the Auditor-Controller's Office should consider providing a refresher training and periodic reminders to reinforce the importance of timely documentation and oversight of capital asset activity.

As of the date of this report, the departments have initiated steps toward compliance. Information Technology Services has begun the process of submitting the asset to the Board for approval of disposal, while Lake Berryessa and the Napa Berryessa Resort Improvement Districts have engaged external consultants to develop an asset management plan.

**Finding 3:** Duplicate Asset in Separate Departments

Internal Audit identified 1 of 266 assets tested (0.3%) that was inadvertently recorded in both the Office of Emergency Services and Sheriff asset listings at the time of acquisition. As a result, the asset was included on the draft inventory certifications provided to each department and was subsequently certified by both as of June 30, 2024. Upon notification by Internal Audit, the Auditor-Controller's Office promptly corrected the records, and the duplicate entry was removed from Sheriff's listing.

Recommendation:

Internal Audit recommends that departments carefully review their inventory certifications prior to submission to ensure that assets are verified, accurate, and not duplicated across departments.

## Conclusion

Based on the procedures performed, Internal Audit concludes that departments generally maintain adequate internal controls to accurately record, account for, and track capital assets. Since the prior review of the capital asset inventory certification process for the fiscal year ended June 30, 2021, significant improvements have been made in departmental control environments. Opportunities for further improvement have been identified and communicated to the appropriate personnel.

Internal Audit extends its appreciation to County staff for their expertise, professionalism, and transparency throughout this engagement.

# APPENDICES

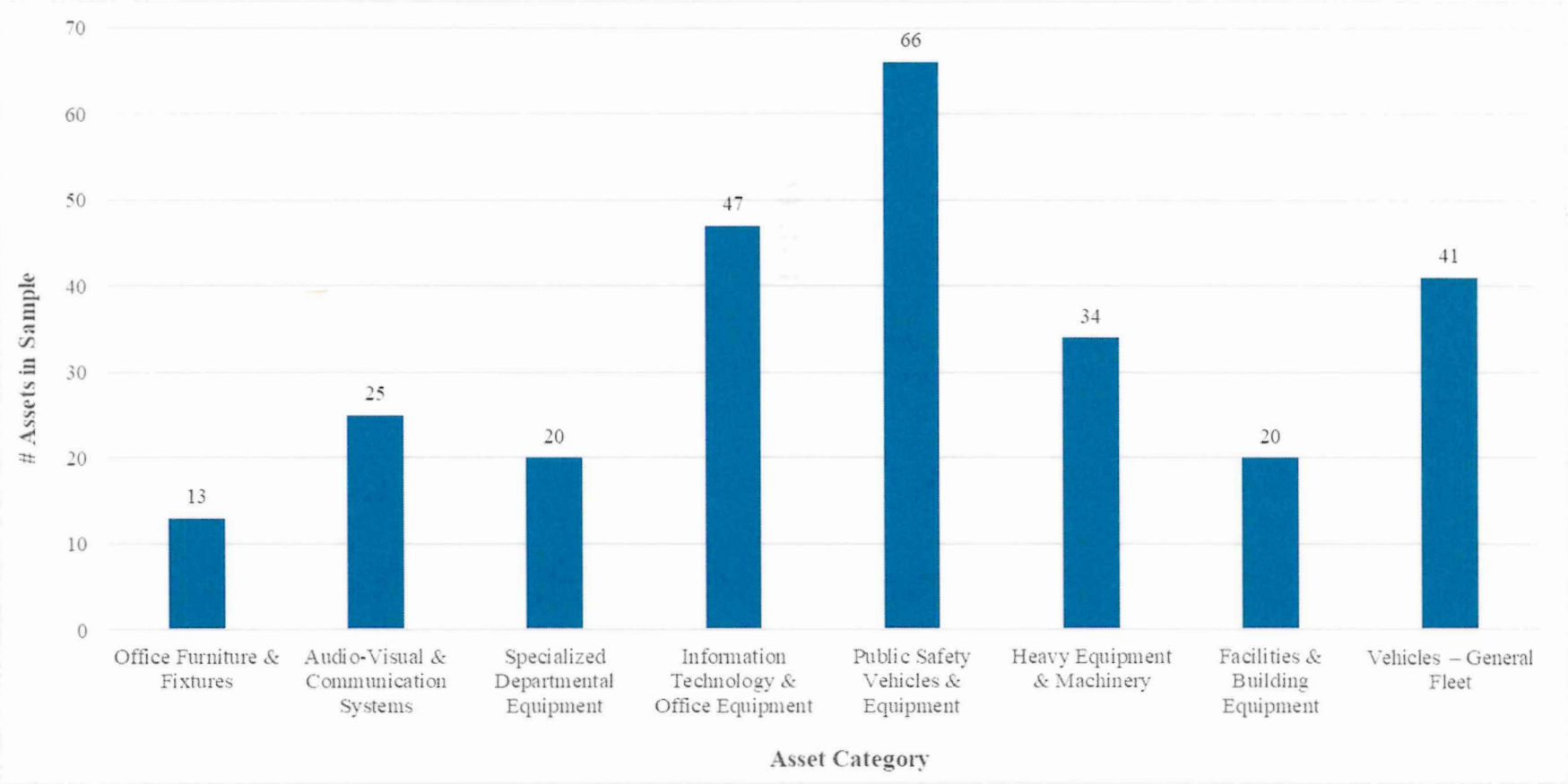
# NAPA COUNTY
# COUNTYWIDE INTERNAL CONTROL REVIEW
# CAPITAL ASSET INVENTORY CERTIFICATION PROCESS

## APPENDIX A
## DEPARTMENT-LEVEL POPULATION AND SAMPLE

| | Capital Asset Count (#) | | | Capital Asset Value ($) | | |
|---|---|---|---|---|---|---|
| | Total Population | Sample | % Tested | Population Acq. Cost | Sample Acq. Cost | % Tested |
| Fleet Management | 395 | 43 | 10.9% | 19,050,598 | 2,269,790 | 21.2% |
| Fire Protection | 197 | 40 | 20.3% | 17,276,612 | 3,245,185 | 100.0% |
| Airport | 33 | 9 | 27.3% | 15,605,244 | 10,657,012 | 89.1% |
| Information Technology Services | 379 | 53 | 14.0% | 9,892,604 | 4,064,715 | 45.2% |
| Sheriff | 158 | 27 | 17.1% | 6,064,772 | 1,050,524 | 100.0% |
| Office of Emergency Services | 71 | 21 | 29.6% | 1,998,214 | 871,516 | 100.0% |
| Library | 35 | 11 | 31.4% | 833,947 | 431,450 | 17.3% |
| Corrections | 19 | 5 | 26.3% | 711,337 | 501,390 | 43.6% |
| Roads | 34 | 9 | 26.5% | 640,524 | 189,229 | 70.5% |
| Lake Berryessa Resort Improv Dist | 20 | 6 | 30.0% | 489,197 | 211,461 | 46.4% |
| Napa Berrysessa Resort Improv Dist | 16 | 6 | 37.5% | 321,495 | 154,214 | 83.4% |
| Assessor-Recorder-County Clerk | 8 | 4 | 50.0% | 286,392 | 255,132 | 100.0% |
| Health & Human Services Agency | 13 | 6 | 46.2% | 239,569 | 183,652 | 76.7% |
| Property Management | 11 | 4 | 36.4% | 195,360 | 95,350 | 51.7% |
| NC Housing Authority | 17 | 5 | 29.4% | 130,324 | 41,534 | 100.0% |
| Probation | 4 | 2 | 50.0% | 121,264 | 56,313 | 29.5% |
| Lake Berryessa Concessions | 6 | 3 | 50.0% | 98,292 | 52,344 | 18.8% |
| Public Works | 4 | 2 | 50.0% | 58,879 | 26,626 | 100.0% |
| Treasurer-Tax Collector | 2 | 2 | 100.0% | 58,118 | 58,118 | 11.9% |
| Housing & Community Services | 1 | 1 | 100.0% | 55,319 | 55,319 | 41.1% |
| District Attorney | 1 | 1 | 100.0% | 52,791 | 52,791 | 48.8% |
| Agricultural Commissioner | 2 | 1 | 50.0% | 35,888 | 29,931 | 68.3% |
| County Executive Office | 4 | 1 | 25.0% | 23,758 | 5,037 | 31.9% |
| Planning, Building, & Environmental Svcs | 2 | 2 | 100.0% | 20,676 | 20,676 | 53.3% |
| Public Defender | 1 | 1 | 100.0% | 11,510 | 11,510 | 43.2% |
| Child Support Services | 1 | 1 | 100.0% | 5,590 | 5,590 | 48.0% |
| **Grand Total** | **1,434** | **266** | **18.5%** | **$ 74,278,275** | **$ 24,596,408** | **33.1%** |

**NAPA COUNTY**
**COUNTYWIDE INTERNAL CONTROL REVIEW**
**CAPITAL ASSET INVENTORY CERTIFICATION PROCESS**

**APPENDIX B**
**AUDIT SAMPLE BY CAPITAL ASSET CATEGORY**



# EXHIBITS

# Exhibit A

# COUNTY OF NAPA

# CAPITAL ASSET POLICIES AND PROCEDURES

July, 2016

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## 1 INTRODUCTION

The County of Napa's policies for acquisition, valuation, and disposition of capital assets are contained within this document. These policies are designed to aid County departments, offices, and institutions under the control of the Board of Supervisors by clarifying the County's definition of capital assets.

Importance of Establishing Capital asset System

It is important to establish a capital asset record for the following reasons:

1. To maintain an inventory of all county-owned depreciable assets;
2. To depreciate assets over their useful lives;
3. To accurately prepare the County's financial statements;
4. To be in compliance with auditing regulations;
5. To maintain required information and documentation on grant assets;
6. To provide accurate fire and casualty insurance valuation;
7. For internal control accountability; and
8. For planning future replacement.

In order to secure an unqualified opinion of capital asset accounting from an independent auditor, the County must establish and maintain detailed capital asset records with historical cost and accumulated depreciation. Failure to comply with this requirement could result in a qualified opinion in the audit report and possible subsequent impairment of its bond rating.

Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) defines governmental capital assets to include such items as land, improvements other than buildings, buildings, fixtures, equipment, works of art and historical treasures, and construction in progress. Whether these assets are categorized as General Capital Assets, Enterprise Fund Capital Assets, or Internal Service Fund Capital Assets, they are to be reported at historical cost as directed in Governmental Accounting, Auditing, and Financial Reporting (GAAFR).

GASB Statement 34

GASB Statement 34 requires capital assets, including infrastructure to be reported at historical cost, net of depreciation. Infrastructure assets are long-lived capital assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Capital assets should be depreciated over their estimated useful lives unless they are either inexhaustible (land) or are infrastructure assets reported using the Modified Approach.

Valuation Basis of Capital Assets

All capital assets are to be recorded at historical cost at the date of the acquisition. Historical cost not only includes the purchase price or cost of construction, but also any other charges incurred to place the asset in service. Examples of capitalized costs include closing costs, surveying fees, land-preparation costs, architect and accounting fees, transportation fees, and interest costs.

## 2 CAPITAL ASSET THRESHOLD & DEFINITIONS

Capital Assets

Includes land, improvements to land, easements, buildings, building improvements, vehicles, machinery, works of art and historical treasures, infrastructure, and all other tangible and intangible assets that are used in operations and that have initial useful lives extending beyond a single reporting period (one year) and have an initial, individual cost equal to or greater than the following:

| Class | Capitalization Threshold |
|---|---|
| Land | $ 0 |
| Buildings, Building and Land Improvements | $ 150,000 |
| Infrastructure, and Intangible Assets | $ 150,000 |
| Vehicles, Machinery, Furniture, Fixtures and Equipment | $ 5,000 |
| Works of Art, Historical Artifacts | $ 5,000 |
| Any Assets Purchased with State or Federal Grant Funds | $ 5,000 |
| Construction in Progress | Projects expected to exceed Capitalization Threshold based on applicable Class at completion |

A capital asset does not lose its identity through fabrication or incorporation into a different or more complex unit or substance (for example, it is not a computer memory chip).

Capital Assets acquired by the County should be recorded at cost. Cost is equal to either the fair market value of the asset if it is being donated or the amount paid for the asset. In addition, ancillary costs associated with preparing the property for its intended use should be capitalized as outlined below.

**Land**

Costs Included:

- The original contract/purchase cost
- Related expenses such as brokers commission, legal fees for examining and recording ownership
- Cost of ownership guarantee insurance policies
- Cost of real estate surveys,
- Cost of razing old buildings, structures, or other improvements acquired with the property
- cost incurred to put property in condition for its intended use, including draining, clearing, landscaping, land filling, and grading costs

Costs Excluded**:**

- Fees for ownership searches
- Expenditures in connection with disposal of refuse
- Costs of utility easements
- Repairs to other improvements

## Buildings

Costs Included:

- Original purchase price of construction
- Expenses incurred in remodeling, reconditioning, or altering a purchased building to make it suitable for the purpose for which it was acquired
- Major permanent structure alterations including the initial or additional installation of heating and ventilating systems, fire protection systems, ADA requirements
- Cost of excavation, grading or filling of land as part of the construction of a specific building
- Expenses incurred for the preparation of plans, specifications, blueprints, etc.
- Cost of building permits
- Architects and engineers fees for design and supervision
- Other costs such as temporary buildings used during the construction period that are not moveable or reusable and are razed at the end of construction
- Capital lease payments
- The following items should be included as part of the initial building cost:
  - Built in casework and shelving
  - Bleachers and fixed gymnasium equipment
  - Built in bathroom accessories
  - Carpet
  - Plumbing, sprinkler, heating, ventilating, and air conditioning systems
  - Emergency generator systems for building support
  - Intrusion alarm systems
  - Fire alarm systems
  - Emergency lighting systems

Costs Excluded:

- Extraordinary costs that are merely incidental to the erection of the building (e.g., those due to strike, flood, fire, or other casualty)
- The cost of abandoned construction

If a building is purchased, an allocation must be made between the land, improvements other than buildings, and the buildings.

## Improvements Other than Buildings

Includes all improvements to a site, whether a building exists or not. The amount to be capitalized is the actual dollar cost of installation or acquisition of these assets at the acquisition date, including any labor and installation fees.

Costs Included:

- paving
- fencing
- playground
- tennis courts, ball diamonds
- concrete walks and steps

- outside lighting
- outside plumbing
- irrigation systems
- signs
- flagpoles
- bleachers
- miscellaneous sheds
- swimming pools
- walls
- water fountains

**Machinery and Equipment**

Costs Included:

- Original acquisition cost
- Freight charges
- Storage charges
- Installation costs
- Costs for testing and preparation for use.
- All costs incurred after acquisition but prior to placing in service to make a capital asset ready for use should be capitalized as part of the cost of the asset.
  - Adding auxiliary equipment to a vehicle
  - Installation and testing of radios, antennas and other communications devices
  - Installation and testing of electronic equipment
  - Painting and application of logos, signage, etc.

Costs Excluded:

- Any trade in allowance.

In some instances, the cost of the property may not be available and some alternative basis must be used to record the capital asset. For example, the County may not have documented the original cost of the property, and it may be impossible or time-consuming to reconstruct the actual cost of the property. Under this consideration, the original cost of the asset may be estimated and used as the basis for capitalization.

**Construction in Progress** - As construction progresses, the cumulative expenditures are capitalized as Construction in Progress (CIP). Upon completion of the capital asset, the balance in the Construction in Progress account is transferred to the appropriate account such as Building or Equipment. Projects that have reached 100% completion are transferred. Projects that have not reached 100% completion will continue to be tracked as Construction in Progress. Interest cost incurred during the construction period is subject to capitalization as part of the cost of construction when conditions identified by the Financial Accounting Standards Board (FASB) 34 (Capitalization of Interest Cost) exist.

**Intangible Assets**: GASB Statement 51 characterizes an intangible asset as an asset that lacks physical substance, is non-financial in nature, and has an initial useful life extending beyond a single reporting period. Examples of intangible assets include easements, computer software, water rights, timber rights, patents, and trademarks.

Internally generated intangible assets are generated if they are created by the government or an entity contracted by the government or if they are acquired from a third party and modified using more than minimal increment effort. The end product developed must be separable from the government and sold, licensed or exchanged.

Annual maintenance, software license and training are not considered part of intangible assets and should be charged to a regular expense line item.

**Controlled Assets** - The County has determined that certain assets be tracked solely for control purposes. These assets are less than $5,000 and greater than $1,000 original cost and include electronic equipment controlled by Information Technology Services Department.

**Improvements or Betterments** - Proper accounting practice calls for the retirement of a component unit and capitalization of its replacement only if the replacement substantially increases the value, the capacity/capability, or useful life of the asset system. Otherwise, the replacement is treated as maintenance expense. These guidelines should be applied on a consistent basis.

**Asset System** - Many assets consist of multiple components that make up the asset. One example is office cubicles configured in a unit. Asset systems have the following characteristics:

- Consists of multiple property subunits which function together as a single capital asset.
- Individual subunit costs are generally not significant in comparison to the total cost of the entire system.
- Normally, individual subunits would not meet the capitalization criteria. The grouping as a whole, however, qualifies as a Capital Asset ($5,000 acquisition cost, one year useful life, etc.).
- When a subunit is replaced, it generally does not extend the life of the larger asset. Therefore, replacement would generally be treated as maintenance expense.
- Each subunit is integrated and configured in such a way as to make identification of individual components difficult. Therefore, it is impractical to tag, track, and inventory each sub-unit.

**Repairs & Maintenance** - Ordinary repairs and maintenance costs are expenditures made to maintain assets in operating condition. Replacement of minor parts, lubricating and adjusting of equipment, repainting, and cleaning are examples of normal maintenance and are treated as normal operating expenses. The major consideration in determining whether an expenditure should be treated as an expense or an improvement is if the expenditure increases the future service potential of the asset. If a major repair will extend the life of the asset several years it should be handled as an improvement. If the expenditure is a replacement a retirement must be made to the items being replaced. This includes both a reduction in Historical Cost and Accumulated Depreciation.

Expenditures to repair and maintain a capital asset in efficient operating condition without extending the asset's normal accounting life should be expensed.

The following are common examples:

- An addition project that increases the footprint of a building would be considered and improvement to the existing building, while a new roof would be considered a repair or maintenance expense.
- Remodeling an office space or an entire floor of a building does not extend the useful life of the building, therefore it is a maintenance expenses.
- The creation of a new road way would be a new capital asset. However, maintenance and repairs, including overlays, are maintenance expenses.

## 3 ADDITIONS

All capital assets require the approval of the Board of Supervisor giving the acquiring department proper appropriation authority, prior to purchase. Requisitions and purchase orders for Capital Assets will be processed in accordance with the County's purchasing procedures as outlined below:

Acquisition Procedures

All purchases will continue to be made using the County's existing purchase requisition/purchase order system.

1. The requestor fills out a Requisition form
2. All appropriate approvals are received (department manager/CEO/BOS/ITS Director)
3. The requisition form is then forwarded to the purchasing department
4. The request must include:
   - The specific accounting fields identifying the approved budgeted appropriation (includes fund/department/account)
   - Location identification (Building or Department)
   - Description of the asset
4. The purchasing department will review the request and issue a purchase order.
5. The asset is ordered from the vendor
6. Purchasing to send Auditor Controller's Office requisition form along with any related paperwork (PO quote, BOS agenda, budget book page, etc.)

The purchasing department will verify the asset has been received and will forward the invoice and packing slip (if applicable) to the Auditor-Controller's office.

The Auditor-Controller's office will run a detailed general ledger report, at least quarterly, to ensure the accurate expenditure account is used as well as adding any new equipment on the capital assets listing. A detailed general ledger report is run on an annual basis for the same purpose.

The Auditor-Controller's office will record and assign a unique identification number to the new acquisition to any newly acquired capital asset. At a minimum, the Auditor-Controller's office will maintain the assets identification number, location (sub-division), date acquired, description and any serial or model numbers if applicable.

Donated Capital Assets

All donated capital assets must be formally accepted by the Board of Supervisors. All donated capital assets must be supported in writing with full descriptions of items donated and must indicate all conditions, if any, attached to the donations.

Upon the approval of the Board of Supervisors, the department will receive the donated capital assets and immediately notify the Auditor-Controller's office. The Auditor-Controller's office will record the donation and then assign an identification number to the donated asset.

Granted Capital Assets

An asset acquired with Federal or State Grant or other funding sources often have limitations or restrictions enforced by the granting agency. The major authoritative sources for feral rules and regulations include the Common Rule issued by a number of major federal agencies and numerous Office of Management and Budget (OMB) Circulars that are organization and topic specific. Please refer to the grant for specific guidelines and rules regarding purchasing capital assets with these funds.

Since Federal and State grants can often times have very specific guidelines which may not always coincide with this policy, please contact the Auditor-Controller's Grant Compliance staff so that we can evaluate the purchase of capital assets with Grant funds.

## 4 TRANSFERS

Transfer of an Asset

When an asset is transferred from one location to another, the originating location is responsible for initiating the paper work for the transfer. A Capital Asset Adjustment Form (Transfers) is to be completed and submitted to the Auditor-Controller for proper tracking within 10 days of the transfer. The transfer will be recorded in the County's Financial System and recorded by the Auditor-Controller's office.

Adjustment Form must include:

- The signature of the Department Manager releasing the asset
- The signature of the Department Manager receiving the asset
- The accounting information of both locations
- Description of the Asset
- Asset identification number
- Date of transfer

## 5 RETIREMENTS

Retirement of an Asset

When an asset is retired, the department manager is responsible for completing the Capital Asset Adjustment Form (Retirements) and submitting it to the purchasing manager. The purchasing manager will then determine if the asset is to be re-circulated or held in inventory, sold, or disposed of. The purchasing manager will sign off on the form and submit to the Auditor-Controller for proper tracking within 10 days of the final retirement. The retirement will be recorded in the County's Financial System and recorded by the Auditor-Controller's office.

Adjustment Form must include:

- The signature of the department manager releasing the asset
- Description of the asset
- Asset identification number
- The accounting information
- Date of retirement
- How it was retired (disposed, sold, stolen)
- If not retired, indicate new location (attach transfer form), or indicate it is in inventory
- If sold, the amount of proceeds of the sale

**Note:** All Retirements are required to have the appropriate documentation attached, including Sold (bill of sale), Stolen (police report), or Destroyed (Manager's approval).

Any removal of asset from the County-wide capital asset inventory requires the approval of the Board of Supervisors.

## 6 DEPRECIATION AND USEFUL LIFE

Depreciation

Depreciation is the allocation of the cost of a Capital Asset over its estimated useful life. Depreciation is calculated using the straight line method, which takes the cost of the asset divided by the estimated useful life of the asset. The total amount depreciated can never exceed the acquired cost, less any salvage value if applicable. The Depreciation Convention used by the County is half Year Convention. This means one half of the annual depreciation is taken in the year the asset is acquired, and one half of the annual depreciation is taken at the end of the economic useful life.

**EXAMPLE OF STRAIGHT LINE DEPRECIATION AND HALF YEAR CONVENTION**

Asset Cost: $20,000
Useful Life: 5 years

| | Original Cost | Annual Depreciation | Accumulated Depreciation | Net Book Value |
|---|---|---|---|---|
| | $ | $ | $ | $ |
| Year 1 | 20,000 | 2,000 | 2,000 | 18,000 |
| Year 2 | 20,000 | 4,000 | 6,000 | 14,000 |
| Year 3 | 20,000 | 4,000 | 10,000 | 10,000 |
| Year 4 | 20,000 | 4,000 | 14,000 | 6,000 |
| Year 5 | 20,000 | 4,000 | 18,000 | 2,000 |
| Year 6 | 20,000 | 2,000 | 20,000 | - |

Useful Life

Useful Life Ranges

Useful lives are determined by suggested useful life tables and professional judgment, since similar capital assets may have different useful lives depending on how and where they are used. Questions about the useful life of a specific asset should be decided upon jointly by department personnel and the Auditor-Controller's Office. Items that have useful lives of less than one (1) year are not to be capitalized.

**Examples and Suggested Useful Lives**

| Asset Class | | Useful Life |
|---|---|---|
| Land | Land | -- |
| Land Imp | Land Improvements | 20 |
| Buildings | Buildings | 50 |
| Equip | Equipment | 5 |
| Comptrs | Computers | 3-5 |
| Vehicles | Vehicles | 8 |
| Roadways | Roadways | 25 |
| Bridges | Bridges | 50 |
| TrLights | Traffic Lights | 15 |
| Sdewk | Sidewalks | 25 |
| Parks | Parks | 30 |
| Bikepath | Bike Paths | 25 |
| Software | Computer Software | 5 |
| Donated | Donated Assets | 5 |

## 7 PHYSICAL INVENTORIES

### Purpose

The purpose of this procedure is to establish the methodology for conducting and reporting the periodic physical inventory of the County's Capital Assets.

### Procedure

The Internal Auditing section of the Auditor-Controller's office is responsible for:

- Scheduling and coordinating the annual physical inventory to ensure it is completed within the scheduled time frame
- Conducting a thorough inventory in accordance with documented procedures
- Reconciling any exceptions, such that the result provides a complete accounting of all Capital Assets recorded in the County's Financial System
- Documenting the inventory results, and forwarding a written report to the Auditor-Controller indicating completion and any exceptions

### Inventory Frequency

- A physical inventory of all capital assets will be conducted at least annually.
- The physical inventory counts/observations will be completed by June 30th and reconciliations completed by September 1st each year.
- The date the asset was sighted and who performed the inventory will also be recorded.
- Any Capital Assets found at the location without an identification number will be entered into County's Financial System as a new asset by the Auditor-Controller's office. If research determines the asset was formally acquired and is properly in the custody of the County, but has not been recorded in the Financial System, the asset will be entered into the system as an addition based on the approval of the Auditor-Controller to be sure the proper acquisition procedures were followed. If research determines that the asset was previously entered into the Financial System and the identification number has been removed, a new number will be assigned to the asset and the System subsequently changed to reflect the new number.

Napa's County Code requires every County department head to file an annual certified inventory of capital assets with the Auditor-Controller's office by September 1st each year.

The Auditor-Controller's office will provide each department an official inventory listing of capital assets as of June 30, XX. This list is provided so that each department can verify their capital assets records are in agreement with the Capital Assets maintained by the Auditor-Controller.

The department head will submit a signed copy of the validated inventory with all prescribed forms completed to the Auditor-Controller by September 1st each year.

## 8 BUDGET

Assets are categorized, budgeted and reported by account code. Annually the Board of Supervisors considers capital asset acquisitions as part of the budget process. Each asset represented in a capital account budget total should be individually identified with estimated cost for possible CEO Analyst review. Capital assets may be added or changed during the budget year, but these changes must be presented to the Board for approval. Board approved agenda should be submitted to Auditor-Controller's Office to add the approved changes.

All requests to establish capital assets, or to reallocate capital asset appropriations, require the approval of the Board of Supervisors, either though the budget process, or else during a Board of Supervisors meeting, and are to be established in the Equipment account sub-object. Capital assets are those items of equipment, including PC's and related peripherals or furnishings, each valued at $5,000 or more. Individual capital asset appropriations are allowed to exceed their estimated costs, as long as the aggregate capital asset appropriation within the budget unit (Division) is not exceeded.

Capital Asset appropriations may be adjusted by the Auditor-Controller where the aggregate expenditures has exceeded the authorized amount by no more than $500 and the adjustment can be accomplished by a transfer or revision of appropriations within the same budget unit (Division).

## 10 ACCOUNT CODES

| Account Code | |
|---|---|
| 55100 | Land |
| 55150 | Land Improvements |
| 55200 | Construction in Progress |
| 55300 | Buildings and Improvements |
| 55400 | Machinery and Equipment |
| 55500 | Infrastructure |
| 55600 | Intangible Assets |

## 11 GLOSSARY OF TERMS

Annual Depreciation
The portion of an asset's accumulated depreciation allocated to the current fiscal year.

Capital Asset
A building, betterment, improvement, property, or equipment of the County having a unit original cost of $5,000 or more and a useful life of greater than one reporting period (1 year).

Capital Lease
Leases of assets that are deemed, based on meeting specific criteria, to be purchases financed over a specific period of time. These leases are capitalized as capital assets rather than charging their lease payments as operating expenses.

Construction In Progress
A capital asset category containing accumulated costs of construction in progress of an asset, normally a building. These costs are reclassified from construction in progress to the final capital asset category upon completion of the asset and putting it into service.

Controlled Assets
Assets which do not meet the criteria for capital assets (unit original cost greater than $5,000 and a useful life of at least one year) but assets which are inventoried by individual departments for security and control purposes. These assets can either be maintained in the County financial system as a non-capitalized asset or any other tracking system approved by the Auditor-Controller. They are usually small, valuable, easily stolen items.

Depreciation
A portion of the original cost of an asset charged against current operations as an expense. Depreciation represents a loss of the asset's original value as it ages and is used. Therefore, it reduces the accounting value of the asset. Depreciation is accumulated over the estimated economical life of the asset.

GAAFR
*Governmental Accounting, Auditing, and Financial Reporting;* A publication of the Government Finance Officers Association (GFOA).

GAAP
Generally Accepted Accounting Principles

GASB
Governmental Accounting Standards Board

Infrastructure
Long-lived capital assets that normally can be preserved for a significantly greater number of years than most capital assets and that are normally stationary in nature. Examples include

roads, bridges, tunnels, drainage systems, water and sewer systems, dams and lighting systems.

Market Value
The price at which a willing seller would sell something to a willing buyer, neither under any compulsion to buy or sell. For donated assets the value assigned as the acquisition cost is the capital asset market value as of the date of the donation.

Net Assets
The difference between assets and liabilities.

Net Book Value
The value of an asset after deducting the accumulated depreciation from the capitalized cost.

Original Cost
The actual or normal cost of new property in accordance with market prices as of the date the property was first constructed and originally installed

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1651

**TO:** Board of Supervisors

**FROM:** Tracy A. Schulze - Auditor-Controller

**REPORT BY:** Edward Brown - Accountant-Auditor I

**SUBJECT:** Authorization for the Auditor-Controller to deny State assessed unitary property tax refund claim for Tax Year 2020-21

## RECOMMENDATION

Deny State assessed unitary property tax refund claim for return of 2020-21 taxes paid on Assessor Parcel No. 799-000-161-000 in accordance with Revenue and Taxation Code section 100 and Sections 5096 and 5097 (Utility company). (No Fiscal Impact)

## BACKGROUND

The Auditor-Controller's Office has received property tax refund claim from unitary property owner (PG&E) for paid 2020-21 taxes. The property owner's claim states the unitary property tax rate is in excess of the rate allowed by the California Constitution and have requested a refund of $3,269,775 plus interest.

The claimants have challenged the State requirements and state they are entitled to a partial refund on the grounds the taxes were erroneously or illegally collected, or illegally assessed or levied and gave the following reasons:

a. Property tax rate applied to compute claimant's property taxes was in excess of the rate applied in the same year to property in the county assessed by the assessor of Napa County, in violation of Article XIII, Section 19 of the California Constitution.

b. The property tax rate applied to compute claimant's property taxes exceeded the rate allowed by Article XIIIA, Section 1 of the California Constitution.

c. The property tax assessment violates the Equal Protection Clause of the United States Constitution.

d. The property tax collected exceeds the amount allowed by Proposition 13.

The Auditor-Controller's Office has followed all the requirements of the Revenue and Taxation Code Section 100 directing the establishment and calculation of the unitary tax rate for tax year 2020-21. The unitary tax rate process has been previously audited by the State Controller's Office and deemed calculated in compliance with State law. Similar unitary claims have recently been litigated by telephone utilities in Napa, Placer, Merced and

Santa Clara Counties, resulting in published court opinions rejecting their allegations as grounds for a refund and upholding state law as constitutional. (Pacific Bell Telephone Co. v. County of Napa, 112 Cal.App.5th 952 (2025); Pacific Bell Telephone Co. v. County of Placer, 111 Cal.App.5th 634 (2025); Pacific Bell Telephone Co. v. County of Merced, 109 Call.App.5th 844 (2025); County of Santa Clara v. Superior Court, 87 Cal.App.5th 347 (2023).)

In consultation with the County Counsel, the Auditor-Controller's Office has reviewed the claim and audited County practices for unitary taxation. Napa County follows the requirements of Revenue and Taxation Code section 100 for the calculation of unitary tax rate. Therefore, the Auditor-Controller has determined that no refund is allowable to the property owner and requests the Board to instruct the Auditor-Controller's Office to deny the claim. This is the seventh year of this request.

Requested Action: The Auditor-Controller is requesting the Board's authorization to deny the claim.

## FISCAL & STRATEGIC PLAN IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Is the general fund affected? | No |
| Future fiscal impact: | No future impact at this time. However, if the courts ultimately decide in favor of the refund request, the County would have to process the tax refunds accordingly. |
| Consequences if not approved: | The County would not be in compliance with Revenue and Taxation Code 100. |

## 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.

Pacific Gas and Electric Company

Vice President, CFO, and Controller
300 Lakeside Drive
Oakland, CA 94612

By Certified U.S. Mail, Return Receipt Requested:
**9589 0710 5270 2308 6459 42**

RECEIVED
APR 10 2025
NAPA COUNTY
CLERK OF THE BOARD

April 1, 2025

Clerk of the Board of Supervisors
County of Napa
1195 Third Street, Suite 310
Napa, CA 94559

Re: Claim for Refund of Property Taxes Paid
Claimant: Pacific Gas and Electric Company
Tax Year: 2020-2021
Parcel/Assessment #: 799-000-161-000

To the Clerk of the Board of Supervisors of the County of Napa,

Pacific Gas and Electric Company hereby claims a refund of property taxes paid, pursuant to Division 1, Part 9, Chapter 5, Article 1 of the California Revenue and Taxation Code sections 5096 and 5097, et seq., erroneously and illegally assessed against Claimant by the County of Napa, California for Tax Year 2020-2021, and erroneously and illegally collected from Claimant by the County Tax Collector for that Tax Year.

Claimant requests that an order of the Board of Supervisors be issued directing the proper officials of the County of Napa to refund to Claimant the sum of $3,269,775.00 for property taxes levied by and paid by Claimant to the Napa County Tax Collector for Tax Year 2020-2021, including interest thereon and attorney's fees and costs as required by law, statute, or rule.

In support of this Claim for Refund, Claimant states:

1. Claimant is and at all times herein mentioned a corporation duly organized and existing under the laws of the State of California, with its principal place of business located at 300 Lakeside Drive, Oakland, California.

2. For Tax Year 2020-2021, the California State Board of Equalization determined the assessed value of Claimant's unitary and nonoperating California property pursuant to its authority under Article XIII, section 19 of the California Constitution and of Revenue and Taxation Code section 721. Pursuant to its authority under Revenue and Taxation Code section 756, the State Board of Equalization transmitted assessment roll values showing Claimant's unitary and nonoperating property in the County of Napa. On the basis of this assessment, unitary taxes were calculated and levied on Claimant's property in the County of Napa for the Tax Year 2020-2021 in the sum of $6,719,921.90 (Exhibit 1). Claimant paid these taxes in full on or about December 10, 2020 and April 12, 2021 (Exhibit 2).

3. Claimant is entitled to a refund of a portion of these taxes in the amount of $3,269,775.00, plus appropriate interest, on grounds that such taxes were illegally assessed and levied, and/or erroneously and illegally collected, for the following reasons:

    a. The property tax rate used to compute Claimant's property taxes for Tax Year 2020-2021 exceeded the rate applied in the same Tax Year to other locally-assessed property in the County of Napa in violation of Article XIII, section 19 of the California Constitution and *ITT World Communications v. City and County of San Francisco,* 37 Cal. 3d 859 (1985).

    b. The property tax assessment against Claimant's property in the County of Napa and the taxes collected on that assessment, which were assessed and collected pursuant to Revenue and Taxation Code section 100(b)(2), violated Article XIII, section 1 of the California Constitution ("Uniformity Clause").

    c. The property tax assessment against Claimant's property in the County of Napa and the taxes collected on that assessment, which were assessed and collected pursuant to Revenue and Taxation Code section 100(b)(2), violated the Fourteenth Amendment of the United States Constitution ("Equal Protection Clause").

    d. The taxes collected on Claimant's property in the County of Napa were in excess of the amount permitted under Article XIIIA, section 2(a) of the California Constitution ("Proposition 13").

e. If, in the future, Claimant identifies additional grounds for its Claim for Refund herein, Claimant reserves its right to supplement or amend this Claim for Refund to state additional facts to support such grounds.

4. Claimant has duly and timely paid all property taxes assessed and levied by the County of Napa. No refund of the aforementioned taxes, or any part thereof, has been previously paid to Claimant.

If you have questions, please contact Becky Zhu directly by email at becky.zhu@pge.com or by mail to Becky Zhu, Attention: Tax Department, 300 Lakeside Drive, Oakland, California, 94612.

Respectfully submitted,

PACIFIC GAS AND ELECTRIC COMPANY

By: _____
Stephanie Williams
Vice President, Chief Financial Officer
and Controller

## VERIFICATION

STATE OF CALIFORNIA, COUNTY OF NAPA

I, Stephanie Williams, am the Vice President, Chief Financial Officer and Controller for Pacific Gas and Electric Company, Claimant in the foregoing Claim for Refund ("Claim"). I am authorized to make this Verification for and on behalf of Pacific Gas and Electric Company.

I have read the foregoing Claim and know its contents. I am informed and believe, and on that basis allege, that the matters stated in the Claim are true.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on (date) April 01, 2025, in Oakland, California.

Stephanie Williams

# EXHIBIT 1

A Tradition of Stewardship
A Commitment to Service

# NAPA COUNTY 2020-2021 SECURED PROPERTY TAX BILL
## FOR FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

ROBERT G. MINAHEN, TREASURER-TAX COLLECTOR
1195 Third Street, Suite 108 Napa, CA 94559-3050

## PROPERTY INFORMATION

ASMT NUMBER: 799-000-161-000 TAX RATE AREA: 090-000
FEE NUMBER: 799-000-161-000 ACRES: 0.00
LOCATION: Map 0117 28 001 Par 03 000000120
LIEN DATE ASSESSEE: PACIFIC GAS & ELECTRIC

*********ALL FOR AADC 940
PACIFIC GAS & ELECTRIC
PROPERTY TAX DEPARTMENT MAIL CODE B12G
PO BOX 7054
SAN FRANCISCO CA 94120-7054

1-0022812
000100
000004

0101

## IMPORTANT MESSAGES

Original bill date 09/03/2020
PAY TAXES ONLINE: www.countyofnapa.org/tax
PAY TAXES BY PHONE - Call 1-855-627-2121
**SUBJECT TO A SERVICE FEE**

**2020-2021**

## COUNTY VALUES, EXEMPTIONS, AND TAXES

| PHONE NUMBER | VALUE DESCRIPTION | ASSESSED VALUES X TAX RATE /100 = COUNTY TAXES |
|---|---|---|
| ADDRESS CHANGE (707) 253-4457 | LAND | 10,046,443 |
| AIRCRAFT (707) 253-4485 | STRUCTURAL IMPROVEMENTS | 279,521,989 |
| BUSINESS PROP (707) 253-4485 | PERSONAL PROPERTY | 22,362,214 |
| EXEMPTION (707) 259-8752 | | |
| TAX QUESTIONS (707) 253-4311 | | |
| TAX RATE (707) 253-4577 | | |
| VALUATION (707) 259-8740 | | |
| VESSEL (707) 253-4457 | | |

NET TAXABLE VALUE 311,930,646 x 1.000000 = $3,119,306.46

## VOTER APPROVED TAXES, TAXING AGENCY DIRECT CHARGES, AND SPECIAL ASSESSMENTS

| PHONE NUMBER | TAX CODE | DESCRIPTION | ASSESSED VALUES | X TAX RATE /100 | = AGENCY TAXES |
|---|---|---|---|---|---|
| (707) 253-4577 | 00003 | UNITARY DEBT SERVICE | 311,930,646 | 1.154300 | 3,600,615.44 |

AGENCY TAXES + DIRECT CHARGES + FEES $3,600,615.44

| 1ST INSTALLMENT 11/1/2020 DELINQUENT AFTER 12/10/2020 | 2ND INSTALLMENT 2/1/2021 DELINQUENT AFTER 04/12/2021 | TOTAL TAXES |
|---|---|---|
| $3,359,960.95 | $3,359,960.95 | $6,719,921.90 |

↑ TEAR HERE

## NAPA COUNTY SECURED PROPERTY TAXES - 2ND INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-161-000
FEE NUMBER: 799-000-161-000
LOCATION: Map 0117 28 001 Par 03
CURRENT OWNER:

PACIFIC GAS & ELECTRIC
PROPERTY TAX DEPARTMENT MAIL CODE B12G
PO BOX 7054
SAN FRANCISCO CA 94120-7054

**2020-2021**
000000120

MAKE CHECK PAYABLE TO:
Napa County Tax Collector
1195 Third Street Suite 108
Napa, CA 94559

**2nd** INSTALLMENT

| | |
|---|---|
| TOTAL AMOUNT DUE 2/1/2021 | $3,359,960.95 |
| AFTER APRIL 12, 2021 ADD 10% PENALTY + $10 COST CHARGE $336,006.09 | |
| TOTAL DELINQUENT INSTALLMENT DUE $3,695,967.04 | |
| ADDITIONAL PENALTIES ARE CHARGED IF TAXES ARE NOT PAID BY JUNE 30, 2021 | |

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 4/12/2021. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

7990001610000202060033599609512003695967041202O6 04102021

↑ TEAR HERE

## NAPA COUNTY SECURED PROPERTY TAXES - 1ST INSTALLMENT PAYMENT STUB

ASMT NUMBER: 799-000-161-000
FEE NUMBER: 799-000-161-000
LOCATION: Map 0117 28 001 Par 03
CURRENT OWNER:

PACIFIC GAS & ELECTRIC
PROPERTY TAX DEPARTMENT MAIL CODE B12G
PO BOX 7054
SAN FRANCISCO CA 94120-7054

**2020-2021**
000000120

MAKE CHECK PAYABLE TO:
Napa County Tax Collector
1195 Third Street Suite 108
Napa, CA 94559

**1st** INSTALLMENT

| | |
|---|---|
| TOTAL AMOUNT DUE 11/1/2020 | $3,359,960.95 |
| AFTER DECEMBER 10, 2020 ADD 10% PENALTY $335,996.09 | |
| TOTAL DELINQUENT INSTALLMENT DUE $3,695,957.04 | |
| TO PAY TOTAL TAXES, RETURN BOTH STUBS BY DECEMBER 10, 2020 WITH PAYMENT OF | $6,719,921.90 |

PAYMENTS MUST BE RECEIVED IN TAX OFFICE BY 5:00 P.M. OR POSTMARKED BY 12/10/2020. LATE PAYMENTS WILL BE RETURNED FOR PENALTY.

7990001610000202060033599609511003695957043202O6 12102020

# EXHIBIT 2

Pacific Gas and Electric Company

Tax Department
300 Lakeside Drive
Oakland, CA 94612

# Tax Year 2020-2021 Property Tax Proof of Payment

*Note: Included below are screenshots of PG&E's wire transfer confirmation message indicating the clearing of payments made by wire transfer.*

1st Installment: $3,369,197.65

*OUTGOING MONEY TRAN 3,369,197.65 3,369 0 0
FTJ2012100165066 201210B1B7TP1C001087
01RRN
CRN=2000161851*RRN=2000161851*RCV=121122676US BK NA EUREKA
*FNC=CTP*BNF=D157514393865*NAPA COUNTY*1195 THIRD ST RM 108*NAPA, CA 9455930
35 UNITED STATES*ORG=D059978*PACIFIC GAS & ELECTRIC CO*77 BEALE STREET*770000
*SAN FRANCI, CA 94177 UNITED STATES*OGB=D59978*PACIFIC GAS & ELECTRIC CO*BANK
RECONCILIATION UNIT*77 BEALE ST MAILCODE B7A*SAN FRANCISCO CA 94105-1814*OBI
=2020/2021 PROPERTY TAX - 1ST*INSTALLMENT PMT W*
TRN#=FTJ2012100165066 TYPE=FW NETREF#=201210B1B7TP1C001087 09:53 12-10-20

2nd Installment: $3,369,197.65

*OUTGOING MONEY TRAN 3,369,197.65 3,369 0 0
FTJ2104120330566 210412B1B7TP1C000613
01RRN
CRN=2000051008*RRN=2000051008*RCV=121122676US BK NA EUREKA
*FNC=CTP*BNF=D157514393865*NAPA COUNTY*1195 THIRD ST RM 108*NAPA, CA 9455930
35 UNITED STATES*ORG=D059978*PACIFIC GAS & ELECTRIC CO*77 BEALE STREET*770000
*SAN FRANCI, CA 94177 UNITED STATES*OGB=D59978*PACIFIC GAS & ELECTRIC CO*BANK
RECONCILIATION UNIT*77 BEALE ST MAILCODE B7A*SAN FRANCISCO CA 94105-1814*OBI
=7/1/20-6/30/21 - 2ND PROPERTY TAX*INSTALLMENT W*
TRN#=FTJ2104120330566 TYPE=FW NETREF#=210412B1B7TP1C000613 12:54 04-12-21

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-704

**TO:** Board of Supervisors

**FROM:** Neha Hoskins, Clerk of the Board

**REPORT BY:** Anthony Williams, Senior Deputy Clerk of the Board

**SUBJECT:** Approval of Minutes

## RECOMMENDATION

Approval of minutes from the September 9, 2025 regular meeting and September 16, 2025 special meeting. (No Fiscal Impact)

# Meeting Minutes

# Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

www.countyofnapa.org

**Tuesday, September 9, 2025** **9:00 AM** **Board of Supervisors Chambers**
**1195 Third Street, Third Floor**

1. CALL TO ORDER; ROLL CALL

   **Present: Chair Anne Cottrell, Vice-Chair Amber Manfree, Supervisors Liz Alessio, Joelle Gallagher, and Belia Ramos. The meeting was called to order by Chair Anne Cottrell.**

2. PLEDGE OF ALLEGIANCE

   **Auditor-Controller Tracy Schulze led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

   A. Presentation of the Pet of the Week. (No Fiscal Impact) 25-236

   **Animal Shelter Supervisor Luis Ambriz presented the Pet of the Week (Emma).**

4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

   **Motion Text:** **Approve the Proclamations and Commendations.**
   **Voting Yes:** **Gallagher, Alessio, Manfree, Ramos, and Cottrell**
   **Voting No:** **None**
   **Recusals:** **None**
   **Result:** **Passed**

A. Presentation of a Proclamation recognizing September 2025 as "Workforce Development Month" in Napa County. (No Fiscal Impact) **25-1293**

**Supervisor Joelle Gallagher presented the proclamation.**

**Workforce Alliance of the Northbay Executive Director Bruce Wilson received the proclamation and made presentation.**

**Director of Health and Human Services Agency Jennifer Yasumoto made presentation.**

B. Presentation of a Proclamation recognizing September 2025 as "Suicide Prevention Awareness Month" in Napa County. (No Fiscal Impact) **25-1414**

**Supervisor Liz Alessio presented the proclamation.**

**Assistant Deputy Director of Health and Human Services Agency - Behavioral Health Chelsea Stoner made presentation.**

**Mentis Prevention Director Jenni Olson received the proclamation and made presentation.**

C. Presentation of a Proclamation recognizing September 2025 as "National Library Card Signup Month" in Napa County. (No Fiscal Impact) **25-1415**

**Chair Anne Cottrell presented the proclamation.**

**Director of Library Services Anthony Halstead received the proclamation and made presentation.**

**Chair of the Napa County Library Commission Myrna David made presentation.**

**President of Napa County Library Foundation Frances Houser made presentation.**

5. CONSENT CALENDAR

**Motion Text:** **Approve the Consent Calendar as amended.**
**Voting Yes:** **Alessio, Manfree, Gallagher, Ramos, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**

Agricultural Commissioner

A. Approve and authorize Agreement No. 260120B with Kristin Lowell, Inc. for civil engineering services for the Napa County Winegrape Pest and Disease Control District to develop the per acre assessment for the term July 1, 2025 through June 30, 2026. (Fiscal Impact: $5,800 Expense; Pest District; Budgeted; Mandatory). **25-1552**

**Enactment No:** **A-260120B**

Auditor-Controller

B. Approve necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal impact: identified with each requested item in the attached letter; Various Funds; Not budgeted; Discretionary) **25-1410**
[4/5 vote required]

**Item pulled for Discussion. See Item 8.**

C. Accept and instruct the Clerk of the Board to file the audit of the Procurement Card Program for the period of January 1, 2025 – June 30, 2025. (No Fiscal Impact) **25-1535**

D. Adopt a Resolution establishing the Napa County tax rates for the fiscal year 2025-26 secured tax roll. (Fiscal Impact: Revenue; County General Fund, County Library Fund and County Fire Fund, all County Taxing Jurisdictions including Special Districts, and County School Districts; Budgeted; Mandatory) **25-1557**

**Item pulled for Discussion. See Item 8.**

Clerk of the Board

E. Approval of minutes from the August 19, 2025 regular meeting and August 26, 2025 special meeting. (No Fiscal Impact) **25-96**

County Counsel

F. Authorize the Chief Executive Officer to execute documents necessary to participate in the National Opioids Settlements with multiple opioid manufacturer defendants, including: (1) Sandoz, Inc.; (2) Purdue Pharma L.P. & Sackler Family; and (3) Other several small generic pharmaceutical opioid manufacturers collectively. (Fiscal Impact: Increased Revenue; General Fund; Not Budgeted; Discretionary) **25-1287**

G. Adopt the CalPERS Resolution of Intention to Approve an Amendment to Contract Between the Board of Administration California Public Employees' Retirement System and the Board of Supervisors County of Napa, effective August 19, 2025. (No Fiscal Impact) **25-1627**

**Enactment No:** **R-2025-91**

H. Adopt an Ordinance amending Napa County's contract with the Board of Administration of the California Public Employees' Retirement System (CalPERS) for unrepresented employees. (No Fiscal Impact; Discretionary) **25-1529**

**Enactment No:** **O-1512**

County Executive Office

I. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact) **25-1559**

**Enactment No:** **R-2025-92**

County Fire Department

J. Approve a waiver of the competitive bidding requirement and provide a sole source award to Golden State Fire Apparatus to purchase one Type VI Engine due to technical compatibility requirements. (Fiscal Impact: $605,000 Expense; Fire Fund; Budgeted; Discretionary) **25-1530**

Housing & Community Services

K. Approve and authorize Amendment No. 7 to Agreement No. 210018B with Abode Services, Inc., increasing the contract maximum from $3,968,588 to $4,338,140 for the term July 1, 2025, through June 30, 2026, for the provision of homeless shelter operations, case management and housing placement services. (Fiscal Impact: $369,552 Expense; Housing & Community Services Fund; Budgeted: Discretionary) **25-941**

**Enactment No:** **A-210018B Amend. 7**

L. Approve and authorize Amendment No. 3 to Agreement No. 190277B with Catholic Charities of the Diocese of Santa Rosa to increase the annual maximum from $360,000 to $400,000 for the term of July 1, 2025, through June 30, 2026, to provide and operate an emergency shelter for families with minor children who are experiencing homelessness. (Fiscal Impact: $40,000 Expense; Housing & Community Services Fund; Budgeted: Discretionary) **25-1165**

**Enactment No:** **A-190277B Amend. 3**

Health and Human Services Agency

M. Approve and authorize a certification statement (Agreement No. 8701) with the Department of Health Care Services for California Children's Services confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing this program for Fiscal Year 2025-2026. (No Fiscal Impact). **25-1368**

**Enactment No:** **A-8701**

N. Approve and authorize a certification statement (Agreement No. 8702) with the Department of Health Care Services Program for Children in Foster Care confirming the County's agreement to comply with all applicable provisions of State and Federal laws governing these programs for Fiscal Year 2025-2026. (No Fiscal Impact) **25-1369**

**Enactment No:** **A-8702**

O. Approve and authorize Agreement No. 260068B with On The Move, Inc., for a contract maximum of $135,081 for the term July 1, 2025 through June 30, 2027 for administration of the Transitional Housing Program Round 6 and the Housing Navigation and Maintenance Program Round 3 grant allocations from the California Department of Housing and Community Development. (Fiscal Impact: $135,081 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). **25-1469**

**Enactment No: A-260068B**

P. Approve and authorize Revenue Agreement No. 260107B with the California Department of Public Health for a contract revenue maximum of $3,069,822 for the term October 1, 2025 through September 30, 2028 to administer the Special Supplemental Nutrition Program for Women, Infants, and Children. (Fiscal Impact: $3,069,822 Revenue; Health and Human Services Agency Fund; Budgeted; Mandatory) **25-1502**

**Enactment No: A-260107B**

Q. Terminate Agreement No. 170443B and approve and authorize Agreement No. 260080B with Community Action of Napa Valley for the term July 1, 2025 through June 30, 2026, and each subsequent automatic renewal, for a contract maximum of $60,000 per fiscal year to provide rental assistance for behavioral health clients in need of housing support. (Fiscal Impact: $60,000 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary). **25-1507**

**Enactment No: A-260080B**

R. Approve and authorize Agreement No. 260122B with Department of Health Care Services for the term July 1, 2025 through December 31, 2026 for the provision of Drug Medi-Cal Organized Delivery System services. (No Fiscal Impact) **25-1523**

**Enactment No: A-260122B**

Human Resources – Division of CEO's Office

S. Adopt a Resolution to amend the Departmental Allocation List for the Agricultural Commissioner's Office, effective September 9, 2025. (Fiscal Impact: $8,100 Reduced Expenses; General Fund; Budgeted; Discretionary) **25-1500**

**Enactment No: R-2025-93**

T. Adopt a Resolution to amend the Table and Index of Classes, effective September 9, 2025, and appropriate personnel policies. (Fiscal Impact: $19,500 Expense; HHSA Fund; Budgeted; Discretionary) **25-1543**

**Enactment No: R-2025-94**

Lake Berryessa Resort Improvement District

U. Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $4,809,808 Expense; Lake Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1411**

V. Award a Construction Contract to Pridmore Brothers Construction, Inc. for the "Transfer Pumping Equipment and Storage Project," LB 25-01. (Fiscal Impact: $78,000 Expense; Lake Berryessa Resort Improvement District Fund; Budgeted; Discretionary) **25-1563**

Napa Berryessa Resort Improvement District

W. Authorize preparation of the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2025. (Fiscal Impact: $343,255 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1412**

Napa County Housing Authority

X. Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended June 30, 2025. (No Fiscal Impact) **25-1467**

Probation

Y. Approve and authorize Agreement No. 260109B with Napa County Office of Education to provide a Career Technical Education teacher at the Probation Department, Juvenile Hall camp facility, Skyline Academy. (Fiscal Impact: $50,000 Expense; General Fund; Budgeted; Discretionary.) **25-1562**

**Enactment No:** **A-260109B**

Public Works

Z. Approve and authorize Agreement No. 260125B with Nacht & Lewis Architects, Inc for a maximum compensation of $385,020 to provide investigation and assessment services for the "Sheriff's Building Maintenance Project," PW 25-14. (Fiscal Impact: $385,020 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) [4/5 vote required] **25-561**

**Enactment No:** **A-260125B**

AA. Approve and authorize creation of Capital Improvement Project 26014 for the "Napa Library Furniture Project," PW 25-21 and approve a Budget Amendment to increase Engineering Services appropriations by $20,000. (Fiscal Impact: $20,000 Expense; Library Fund; Not Budgeted; Discretionary) **25-1237**
[4/5 vote required]

AB. Adopt a Resolution authorizing the County Executive Officer to execute and deliver a facility sublease for and ratifying all previous actions with respect to the Napa County Replacement Jail Project and authorizing certain actions in connection therewith. (No Fiscal Impact) **25-1444**

**Enactment No:** **R-2025-95**

AC. Approve and authorize Agreement No. 260113B with Gateway Partners 1, LLC to lease 40,000 square feet for a 10-year period with the option to extend the term for two consecutive five-year periods with an initial base rent of $86,000 per month and an escalation of 3% per year for use by the Probation Department and Child Support Services for office space and authorize the Chief Executive Officer to execute the Commencement Date Memorandum and any Subordination, Nondisturbance and Attornment Agreement required during the term. (Fiscal Impact: $516,000 Expense; General Fund; Budgeted; Discretionary). **25-1493**

**Enactment No:** **A-260113B**

AD. Approve and authorize Agreement No. 260111B with YEI Engineers Inc. for a maximum compensation of $452,682 and approve a Budget Amendment for the design phase of the "Animal Shelter HVAC and Roof Repair Project," PW 26-05. (Fiscal Impact: $200,000 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) **25-1499**
[4/5 vote required]

**Enactment No:** **A-260111B**

AE. Approve the surplus, disposal, and sale at auction of a John Deere Utility Tractor capital asset; authorize a waiver of competitive bidding and sole source for the purchase of a Compact Utility Tractor; and approve an associated Budget Amendment due to quotes being higher than anticipated. (Fiscal Impact: $17,166 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1518**
[4/5 vote required]

AF. Approve and authorize Amendment No. 1 to Agreement No. 250008B with Marquee Fire Protection, LLC dba Marquee Fire Protection to increase maximum compensation from $102,235 to $106,866 and to update the scope of work to add fire sprinkler systems and equipment services for the Replacement Jail and changes in service needs at various County locations. (Fiscal Impact: $4,631 Expense; Various Funds; Budgeted; Discretionary) **25-1522**

**Enactment No: A-250008B Amend. 1**

AG. Approve a report of emergency Public Works actions on three projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact) [4/5 vote required] **25-1536**

AH. Approve Agreement No. 260124B with YEI Engineers, Inc., to provide project design services for the "South Campus Building 4 HVAC Upgrades," PW 23-10, for a maximum compensation of $336,282; and approve a Budget Amendment. (Fiscal Impact: $380,616 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1539**

**Enactment No: A-260124B**

AI. Award a Construction Contract to Granite Rock Company for the "Rossi Bridge Phase 1," RDS 25-25 project (Fiscal Impact: $956,275 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1540**

AJ. Award a Construction Contract to Pridex Construction Group, Inc. of Folsom, CA in the amount of $119,000 for the "American Canyon Library Remodel," PW 25-09A; and approve a Budget Amendment. (Fiscal Impact $178,000 Expense; Library Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1547**

AK. Approve plans and specifications and authorize advertisement for sealed bids and opening of the bids at a time and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contracting Code for the Atlas Peak Generator Replacement Project. (No Fiscal Impact; Discretionary) [4/5 vote required] **25-1554**

AL. Approve and authorize creation of Capital Improvement Project 26013 for the "Animal Shelter Drainage Project," PW 25-47 and approve a Budget Amendment. (Fiscal Impact: $125,000 Expense; Animal Shelter Fund; Not Budgeted; Discretionary) **25-1569**
[4/5 vote required]

AM. Approve and authorize Amendment No. 2 to Agreement No. 230262B with Christopher A. Marusich and Michelle F. Del Rosario, Trustees of the Marusich Family Revocable Trust Dated May 4, 2017, to increase the maximum compensation from $177,282 to $195,282 to provide a housing accommodation during the construction of the Dry Creek Road Bridge over Dry Creek Replacement Project. (Fiscal Impact: $18,000 Expense; Roads Capital Improvement Projects Fund; Budgeted; Discretionary) **25-1572**

**Enactment No: A-230262B Amend. 2**

AN. Approve and authorize Agreement No. 260133B with the City of Napa to authorize the City of Napa to be the party in responsible charge of advertising and administering the construction contract for the "Trancas Street Paving Project", RDS 25-35, to provide a means for the County of Napa to reimburse the City of Napa for their design and construction inspection services and for construction costs directly related to the County's portion of work up to a maximum compensation of $1,240,000; and approve a Budget Amendment. (Fiscal Impact: $1,240,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) **25-1594**
[4/5 vote required]

**Enactment No: A-260133B**

AO. Approve and authorize Amendment No. 1 to Agreement No. 250195B with MCK America, Inc., increasing maximum compensation from $49,278 to $107,441 for additional construction management services, approve and authorize Amendment No. 2 to Agreement No. 240127B with Roundtable Technical Resource, LLC. increasing maximum compensation from $145,000 to $234,010 for additional design services; and approve an associated Budget Amendment for Fuel Farm Improvement Project, PW 24-30. (Fiscal Impact $147,173 Expense; Airport Fund; Not Budgeted; Discretionary) **25-1598**
[4/5 vote required]

**Item pulled for Discussion. See Item 8.**

Sheriff

AP. Approve a donation from Napa Valley Community Foundation to purchase a one-year trial of Versaterm Mindbase Wellness Platform, waive competitive bid requirements, approve agreement 260129B, provide a sole source and approve a budget amendment. (Fiscal Impact: $13,746; General Fund; Not Budgeted; Discretionary) [4/5 vote required] **25-1384**

6. PUBLIC COMMENT

**None**

7. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

**Supervisor Liz Alessio commended the Crosswalk Church for serving as the evacuation center during the Pickett Fire. Supervisor Alessio reported on attending the following: 2014 earthquake mosaic reveal created by artist Christina Young; "Stomp" fundraising event sponsored by the Napa Valley Grapegrowers and Napa Valley Farmworker Foundation; Napa Valley Education Foundation celebration of the former Oxbow School; and Through Music and Memories sponsored by Community Health Napa Valley in support of Alzheimer's and dementia. Lastly, Supervisor Alessio acknowledged the lives lost due to recent automobile accidents.**

**Supervisor Joelle Gallagher also acknowledged the lives lost due to recent automobile accidents. Supervisor Gallagher reported the Napa Sanitation District will be holding an open house on September 13 from 10:00 a.m. - 2:00 p.m. and will also be acknowledging their 80th anniversary. Supervisor Gallagher also attended An Evening at the Ruins sponsored by the American Canyon Community & Parks Foundation to help fund the Napa River Ecology Center.**

**Supervisor Belia Ramos also acknowledged the An Evening at the Ruins and how the funds raised benefit the mouth of the San Pablo Bay and have helped restore wetlands, and Congressman Mike Thompson was also instrumental in securing grants. Supervisor Ramos has been working with Code Compliance and the Ag Commissioner's office on the mitigation of bird cannon noise, which occurs for six to eight weeks every year near harvest time in the south county area. Lastly, Supervisor Ramos provided an update on the Airport Advisory Commission working with the Noise Working Group. Airport staff have collected data to determine the cause of the increased air traffic noise, part of which can be attributed to the instrument/FAA approved approach that was changed in October 2024 that caused a shift to be over a more populated area. They are looking at airframe type and the effects they have, as well as the coordination with the Oakland Airport tower and how the planes are handed off. Supervisor Ramos thanked Supervisor Gallagher for participating.**

**Vice-Chair Amber Manfree acknowledged the exemplary service Cal Fire, County Fire, Volunteer Firefighter Departments, and many other partners provided on the Pickett Fire and keeping it contained within 6,800 acres. Cleanup work is ongoing with bulldozers preparing for the rainy season. Vice-Chair Manfree held a town hall for Berryessa Highlands residents, and another town hall will be held for Circle Oaks residents on September 12 at 6:00 p.m. to 8:00 p.m. at the Capell Valley Fire Station. Vice-Chair Manfree also acknowledged the 2014 earthquake mosaic reveal and reported the Open Studios event which showcases various local artists' work on September 21 - 22 and 27 - 28. Lastly, Vice-Chair Manfree reported on the following events all taking place on September 20: Coast Cleanup Day sponsored by Napa County Resource Conservation District from 9:00 a.m. - noon; Master Gardeners Fall Fair from 1:00 p.m. - 4:00 p.m.; and the Harvest Dinner and Live Auction to support parks from 6:00 p.m. to 9:00 p.m.**

**Chair Anne Cottrell also acknowledged the efforts of those who assisted with the Pickett Fire, including all of the fire fighters and first responders, Calistoga Fairgrounds, Napa Valley Expo, law enforcement, several community members, and dozer operators. Chair Cottrell also acknowledged the Ag Commissioner's office for leading meetings with the Napa County Farm Bureau, Napa Valley Grapegrowers, Napa Valley Vintners, and Winegrowers of Napa County on how to respond and move forward after the fire. Chair Cottrell attended a few site visits to the fire footprint, one of which included Vice-Chair Manfree and a discussion on opportunities to do more fire prevention work with the Napa County Land Trust, one of the large landowners that was greatly impacted. Chair Cottrell also reported on attending a Wildfire and Forest Resilience Taskforce meeting in Redlands, CA that included a discussion on partnerships with Southern California on prevention work, as well as a tour of the Eaton Fire footprint. Lastly, Chair Cottrell also acknowledged the lives lost due to recent automobile accidents.**

8. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5B

**Correction memorandum provided.**

**Supervisor Liz Alessio made presentation.**

**Auditor Controller Tracy Schulze made presentation.**

**Motion Text:** **Approve the requested actions.**
**Voting Yes:** **Alessio, Gallagher, Manfree, Ramos, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**

- 5D

**Auditor Controller Tracy Schulze made presentation.**

**Motion Text:** **Approve the requested actions.**
**Voting Yes:** **Alessio, Manfree, Gallagher, Ramos, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**

**Enactment No:** **R-2025-90**

- 5AO

**Supervisor Liz Alessio made presentation.**

**Deputy Director of Public Works Leigh Sharp made presentation.**

**Discussion held.**

**Motion Text:** **Approve the requested actions.**
**Voting Yes:** **Alessio, Ramos, Gallagher, Manfree, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**

**Enactment No:** **A-250195B Amend. 1; A-240127B Amend. 2**

9. ADMINISTRATIVE ITEMS

County Fire Department

A. Receive a report by County Fire Chief regarding response during the recent Pickett Fire. (No Fiscal Impact) **25-1617**

**Napa County Fire Chief J.C. Greenberg made presentation.**

**Two (2) people spoke during public comment.**

**Discussion held.**

County Executive Office

B. Approve and authorize Agreement No. 250463B with Napa Valley Tourism Corporation to serve as the Owner's Association for the Napa Valley Tourism Improvement District (NVTID) from June 16, 2025 through June 15, 2035. (No Fiscal Impact) **25-1438**

**Assistant Chief Executive Officer Rebecca Craig made presentation.**

**Discussion held.**

**Eleven (11) people spoke during public comment.**

**Direction provided to staff.**

**Motion Text:** **Approve the requested actions as amended.**
**Voting Yes:** **Gallagher, Alessio, Manfree, Ramos, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**
**Enactment No:** **A-250463B**

Housing & Community Services

C. Receive a presentation regarding the "Made the Rent" report. (No Fiscal Impact) **25-1441**

**Director of Housing and Community Services Jennifer Palmer made presentation.**

**Generation Housing Director of Special Initiatives Dr. Joshua Shipper made presentation.**

**Discussion held.**

**Direction provided to staff.**

Clerk of the Board

D. Reappoint Christopher Hyde and David Ilsley with terms of office to commence immediately and expire on March 26, 2028 and choose two of the following applicants to represent Napa County Vineyards on the Napa County Winegrape Pest and Disease Control District Board of Directors with terms of office to commence immediately with one term to expire on March 26, 2026 and one term to expire on March 26, 2028. (No Fiscal Impact) **25-1057**

Michael Code
William A. Thomas
Patrick Tokar
Megan Coy

**Clerk of the Board Neha Hoskins made presentation.**

| | |
|---|---|
| **Motion Text:** | **Reappoint Christopher Hyde and David Ilsley and appoint Megan Coy and Patrick Tokar.** |
| **Voting Yes:** | **Gallagher, Alessio, Manfree, Ramos, and Cottrell** |
| **Voting No:** | **None** |
| **Recusals:** | **None** |
| **Result:** | **Passed** |

E. Choose two of the following applicants to the Napa County Behavioral Health Board, with terms of office commence immediately and expire on January 1, 2027. (No Fiscal Impact) **25-1555**

Brigid Moynihan
Amy Montanez
Walter E. Nygaard

**Clerk of the Board Neha Hoskins made presentation.**

| | |
|---|---|
| **Motion Text:** | **Approve the appointment of Amy Montanez and Walter E. Nygaard.** |
| **Voting Yes:** | **Alessio, Gallagher, Manfree, Ramos, and Cottrell** |
| **Voting No:** | **None** |
| **Recusals:** | **None** |
| **Result:** | **Passed** |

10. PUBLIC HEARINGS

County Counsel

A. Adopt a Resolution approving the Napa-Vallejo Waste Management Authority's financing of its new Construction and Demolition Facility and finding significant public benefits associated with such financing. (No Fiscal Impact) **25-1538**

**Chair Anne Cottrell opened the public hearing.**

**Chief Deputy County Counsel Thomas Zeleny made presentation.**

**Napa-Vallejo Waste Management Authority Executive Director Chris Celsi made presentation.**

**Motion Text:** **Adopt the Resolution.**
**Voting Yes:** **Ramos, Gallagher, Alessio, Manfree, and Cottrell**
**Voting No:** **None**
**Recusals:** **None**
**Result:** **Passed**
**Enactment No:** **R-2025-96**

11. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Gov. Code Section 54956.9(d)(1)) **25-1570**
Name of Case: Garcia, Juan, et al. v. County of Napa, et al., Napa Superior Court Case No. 23CV000234

**There was no report out of closed session. The report will be provided at the next Board Meeting.**

B. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957) **25-1612**
Title: Director of Health & Human Services Agency

**There was no report out of closed session. The report will be provided at the next Board Meeting.**

12. PUBLIC HEARINGS CONTINUED (2:00 PM)

County Executive Office

A. 2:00 PM – Joint Meeting – Planning Commission **25-1202**

Conduct a joint meeting of the Board of Supervisors and the Planning Commission to receive a presentation from the Napa Valley Vintners on the economics of the wine industry in Napa County. (No Fiscal Impact)

**Chair Anne Cottrell made presentation.**

**Napa Valley Vintners President and Chief Executive Officer Linda Reiff made presentation.**

**Azur Associates Managing Director Dale Stratton made presentation.**

**CPA Craig Underhill made presentation.**

**DP&F Law Attorney Richard Mendelson made presentation.**

**Napa Valley Vintners Counsel and Senior Director of Industry Relations Michelle Novi made presentation.**

**Four (4) people spoke during public comment.**

**Discussion held.**

13. ADJOURNMENT

**ADJOURNED TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 23, 2025 AT 9:00 A.M. IN MEMORY OF THE LIVES LOST TO RECENT AUTOMOBILE ACCIDENTS.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

# Meeting Minutes

# Napa County Board of Supervisors

Joelle Gallagher, District 1
Liz Alessio, District 2
Anne Cottrell, District 3
Amber Manfree, District 4
Belia Ramos, District 5

This is a simultaneous meeting of the Board of Supervisors of Napa County, Napa County Public Improvement Corporation, Silverado Community Services District, Monticello Public Cemetery District, In-Home Supportive Services Public Authority of Napa County, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District, Napa County Housing Authority, and the Napa County Groundwater Sustainability Agency.

www.countyofnapa.org

**Tuesday, September 16, 2025** **11:00 AM Napa County Library Community Meeting Room**
**580 Coombs Street**
**Napa, CA 94559**

**SPECIAL MEETING**

1. CALL TO ORDER; ROLL CALL

   **Present: Chair Anne Cottrell, Vice-Chair Amber Manfree, Supervisors Liz Alessio, Joelle Gallagher, and Belia Ramos. The meeting was called to order by Chair Anne Cottrell.**

2. PLEDGE OF ALLEGIANCE

   **Author Patricia Damry led the assembly in the Pledge of Allegiance.**

3. PUBLIC COMMENT

   **None**

4. BOARD OF SUPERVISORS REPORTS AND ANNOUNCEMENTS

   **Supervisor Belia Ramos made a referral to the County Executive Office to bring forward a Resolution to support Proposition 50 to consider the Special Election.**

   **In addition, Supervisor Ramos made a referral to request to have the Board of Supervisors consider consolidating all Countywide elections to the 2028 ballot which would move the Auditor Controller, Assessor Recorder County Clerk, and Treasurer Tax Collector from the 2026 ballot to 2028.**

5. ADMINISTRATIVE ITEMS

County Executive Office

A. Conduct a Board workshop to review the draft Strategic Plan for establishing a framework to guide goals, decision-making, and departmental alignment with community needs and Board priorities over the next five years. (No Fiscal Impact) **25-1578**

**Chief Executive Officer Ryan Alsop made presentation.**

**Two (2) people spoke during public comment.**

**Deputy Chief Executive Officer - Communications Holly Dawson made presentation.**

**Discussion held.**

**Direction provided to staff.**

6. **ADJOURNMENT**

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, SEPTEMBER 23, 2025 AT 9:00 A.M.**

Neha Hoskins (By e-signature)

NEHA HOSKINS, Clerk of the Board

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1633

**TO:** Board of Supervisors

**FROM:** Neha Hoskins - Clerk of the Board

**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II

**SUBJECT:** Appointment to the Monticello Public Cemetery District Advisory Committee

## RECOMMENDATION

Appoint David Church to the Monticello Public Cemetery District Advisory Committee with term of office to commence immediately and expire on December 31, 2026. (No Fiscal Impact)

## BACKGROUND

There is currently one vacancy on the Monticello Public Cemetery District Advisory Committee due to a resignation. The County Executive Office advertised the vacancy and received one appointment request from David Church to represent the Alternate Member position.

On February 19, 2002, the Napa County Board of Supervisors, sitting as the Board of Trustees of the Monticello Public Cemetery District (MPCD), adopted Resolution No. 02-31 disbanding the Cemetery Advisory Committee that had been in existence for fifteen years and had no established term limits. The Resolution also amended the Napa County Policy Manual to add Part II, Section 25, establishing the creation of, and operational rules for, the MPCD Advisory Committee.

The functions of the MPCD Advisory Committee per section 2.2.1.2 of the Bylaws, Policy and Procedures Manual adopted by the Board of Trustees in April 2006 and amended by MPCD Resolution 2011-01 on June 14, 2011 include the following:

1. Develop recommendations to the Board regarding the type, extent and level of services to be provided and financed by the District;
2. Develop recommendations to the Board for the establishment or revision of policies to be utilized within the District;
3. Develop recommendations to the Board on establishment and/or modification of rates, fees, and other

charges to be imposed by the District;

4. Review and make recommendations to the Board regarding the annual budget for the District; and
5. Develop recommendations to the Board on any other matters pertaining to the District, upon request by the Board.

According to the bylaws, in order to qualify to serve on the MPCD Advisory Committee applicants must:

- Be residents of the District;
- Be owners of property within the boundaries of the District, as determined by the last Assessor's tax roll; or
- Be owners of plots within the Monticello Public Cemetery District, including those persons described in Sections 9060, 9061 and 9062 of the California Health and Safety Code.

The Monticello Public Cemetery District Advisory Committee recommends the appointment of David Church to the Monticello Public Cemetery District Advisory Committee. (Recommendation letter attached)

Requested Action:

Appoint David Church to the Monticello Public Cemetery District Advisory Committee.

## 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.

# Application for Appointment to Board, Commission, Committee, Task Force or Position

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

### Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

### Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

### Which Boards would you like to apply for?

Monticello Public Cemetery District Advisory Committee: Submitted

### Category of Membership for Which You Are Applying

MPCD

## Profile

David (First Name) | (Middle Initial) | Church (Last Name)

[redacted] (Email Address)

[redacted] (Home Address) | (Suite or Apt)

Napa (City) | CA (State) | 94558 (Postal Code)

### Which supervisorial district do you reside in? *

☑ District 4

To find your supervisorial district go to https://www.countyofnapa.org/1334/About-the-Board, click on "Look Up My District" and enter your address.

[redacted] (Primary Phone)

| Retired | retired | retired |
| --- | --- | --- |
| Employer | Job Title | Occupation |

**Education/Experience**

Monticello resident, Ancestors settled in Monticello and are buried in the Monticello Public Cemetery

**Name and occupation of spouse within the last 12 months, if married. (For conflict of Interest purposes)**

Andrea Church, retired

## Resume

Upload a Resume

Letter of Recommendation or Supplemental Attachments

**Professional or occupational license, date of issue, and expiration including status**

**References: Provide names and phone numbers of 3 individuals who are familiar with your background.**

## Community Participation

**Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.**

Ancestors settled in the town of Monticello, many family members over generations laid to rest in the Monticello Public Cemetery, donated time to help maintain grounds of cemetery, a deep care for the cemetery and those laid to rest.

**Nature of activity and community location**

**Other County Board/Commission/Committee on Which You Serve/Have Served**

**Public Actions that may impact Credit Rating (List all court or other public administration actions impacting your credit rating within the past ten (10) years)**

## Electronic Signature Agreement

**I meet the criteria required to serve in this position.**

◉ Yes ○ No

**I declare under penalty of perjury that the foregoing is true and correct.**

◉ Yes ○ No

**Please Agree with the Following Statement**

**By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.**

☑ I Agree

**Electronic Signature (First M. Last)**

David E. Church

**Date**

08/15/2025

A Tradition of Stewardship
A Commitment to Service

**Monticello Public Cemetery District**

1195 Third Street, Suite 101
Napa, CA 94559-3092
(707) 253-4514

Steven E. Lederer
District Manager

August 28, 2025

Board of Trustees
Monticello Public Cemetery District

Dear Members of the Board,

The Advisory Committee for the Monticello Public Cemetery District (MPCD) respectfully requests and recommends the appointment of **David E. Church** to fill the current vacancy on the MPCD Advisory Committee.

Mr. Church meets all eligibility guidelines and brings a strong personal connection to the Monticello Cemetery. His ancestors were among the early settlers of the Town of Monticello, and he has maintained a lifelong interest in the preservation and care of the cemetery. Mr. Church has demonstrated this dedication through volunteer efforts, assisting in the maintenance of the cemetery grounds and expressing a sincere commitment to honoring those laid to rest there, including many members of his own family.

This recommendation is especially endorsed by Vice Chair Janice Gauthier, who has personally known members of Mr. Church's family across generations. She attests to his deep roots in the community and historical connection. We are confident that Mr. Church will bring valuable perspective, dedication, and continuity to the Advisory Committee's mission.

Thank you for your thoughtful consideration of this recommendation.

Respectfully,

Steven Lederer
Steven Lederer (Aug 28, 2025 13:15:23 PDT)

**Steven Lederer**
District Manager
Monticello Public Cemetery District

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1634

**TO:** Board of Supervisors

**FROM:** Neha Hoskins - Clerk of the Board

**REPORT BY:** Paulette Cooper - Deputy Clerk of the Board II

**SUBJECT:** Reappointment to the Napa County Assessment Appeals Board

## RECOMMENDATION

Reappoint Donald Chase, for a third term, to the Napa County Assessment Appeals Board to represent the Property Appraiser Certified by the Board of Equalization with terms of office to commence immediately and expire on September 6, 2028. (No Fiscal Impact)

## BACKGROUND

There is currently one vacancy on the Napa County Assessment Appeals Board due to term expiration. The County Executive Office advertised the opening and received one qualified application from Donald Chase.

On April 10, 2018, pursuant to the provisions of Section 16 Article XIII of the California Constitution and Revenue and Taxation Code section 1620 et seq., the Board of Supervisors adopted Ordinance No. 1428, effective May 10, 2018, adding a new Chapter 2.49 to establish an Assessment Appeals Board (AAB). The AAB is created in Napa County to constitute the Napa County Board of Equalization that shall equalize the values of all property on local assessment roll by adjusting individual assessments. It shall be the duty of the AAB to exercise their powers in the manner and subject to the limitations specified by California law.

On April 24, 2018 the Board of Supervisors adopted Resolution No. 2018-48 which established local rules for the AAB, repealed the local rules for the Napa County Board of Equalization and established compensation for AAB members.

The AAB shall consist of a total of five members who will all attend each meeting. However, pursuant to Revenue and Taxation Code section 1622.1, the clerk of the AAB shall designate a three-member panel to act as the AAB for each meeting. The Board of Supervisors shall directly appoint members of the Assessment Appeals Board who shall have a minimum of five years professional experience in the State of California in one of the following capacities:

- Certified Public Accountant or Public Accountant;

- Licensed real estate broker or attorney; or
- Property appraiser certified by the Bureau of Real Estate Appraisers or by the State Board of Equalization.

Alternatively, the Board of Supervisors may appoint a person whom the Board has reason to believe is possessed of competent knowledge of property appraisal and taxation.

New members of the AAB will be required to complete a State Board of Equalization course as soon as reasonably possible upon taking office and within the first year of their appointment. The AAB members will serve three-year terms, except that at their initial meeting the members shall, by lottery, choose one member to serve an initial one-year term, two members to serve initial two-year terms, and two members to serve three-year terms.

Recommended Action:

Reappointment of Donald Chase on the Napa County Assessment Appeals Board.

## 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.

**County Executive Office**

1195 Third Street, Suite 310
Napa, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

**Neha Hoskins**
Clerk of the Board

A Tradition of Stewardship
A Commitment to Service

August 25, 2025

Donald Chase
[redacted]
Napa, CA 94558
Via email: [redacted]

Re: **Napa County Assessment Appeals Board**

Dear Donald:

You have been a valued member of the **Napa County Assessment Appeals Board** representing **Property Appraiser Certified by the Board of Equalization.** The term of your position will expire September 2, 2025. If you wish to request reappointment for a 3-year term, please check the following box:

☒ Yes, I would like my name, this letter and application forwarded to the Board of Supervisors for possible reappointment to the **Napa County Assessment Appeals Board** for the term expiring September 6, 2028.

==========

If you have chosen to request reappointment, please check **one** of the two boxes below regarding your last application.

☒ I confirm that all the information on my last application is current.

☐ Some of the information on my last application is no longer current or is five (5) years old or older. I will submit a new or revised application.

(To complete a new application form contact the Napa County Executive Office or go to the following link to complete your application online:

https://www.countyofnapa.org/1420/Committees-Commissions

After checking the appropriate boxes above, **sign and date on the lines below and return this letter to the County Executive Office by mail or email.**

SIGNATURE

9/4/25
DATE

Print

## Application for Appointment to Board, Commission, Committee, Task Force or Position - Submission #1718

**Date Submitted: 10/13/2020**

Applicants appointed by the Board of Supervisors will be required to take an oath of office. All applications will be kept on file for one year from the date of application.

### Public Records Act

Applications are public records that are subject to disclosure under the California Public Records Act. Information provided by the applicant is not regarded as confidential except for the addresses and phone numbers of references and the applicant's personal information including home and work addresses, phone numbers and email address.

### Form 700 Conflict of Interest Code

California Fair Political Practices Website

Please note that appointees may be required by state law and county conflict of interest code to file financial disclosure statements.

---

### Application for Appointment to:

Napa County Assessment Appeals Board

Name of Board, Commission, Committee, Task Force or Position.

### Category of Membership for Which You Are Applying*

board member

This information can be found on the news release announcing the opening. You may apply for more than one category if more than one position is open.

### Personal Information

The following information is provided in confidence, but may be used by the Board of Supervisors when making the appointment, or be used by the Committee/Commission/Board/Task Force following appointment for purposes of communicating with the appointee.

### Full Name*

Donald Chase

### Supervisorial District in Which You Reside*

District 2

**Home Address***

[redacted]

**City***

Napa

**State***

California

**Zip***

94558

**Phone***

[redacted]

**Email Address***

[redacted]

**Work Address***

[redacted]

**City***

Napa

**State***

California

**Zip***

94558

**Work Phone***

[redacted]

**Current Occupation***

retired full time from 40 year career as a wine industry executive. Currently consult providing wine industry management services

Within the last 12 months

**Current License**

State of CA, Department of Real Estate ID # 00847368, inactive 07/21/2023

Professional or occupational, date of issue, and expiration including status

**Education/Experience**

1973 Rider University, Trenton, NJ  Bachelor of Science - Accounting
1981  Marist College, Poughkeepsie, NY  Masters of Business Administration

**Resume**

Dac resume.doc

Attach a resume containing this and any other information that would be helpful to the Board in evaluating your application.

**Community Participation**

Vine Village - Celebration Committee member

Nature of activity and community location

**Other County Board/Commission/Committee on Which You Serve/Have Served**

see resume re affiliations

**Public Actions that may impact Credit Rating**

N/A

List all court or other public administration actions impacting your credit rating within the past ten (10) years.

---

Provide names, addresses and phone numbers of 3 individuals who are familiar with your background.

**Reference 1**

**Name***

Mike Thompson

**Phone***

[redacted]

**Address***

[redacted]

**City*** Washington

**State*** DC

**Zip*** 20515

**Reference 2**

**Name*** Michael Holman

**Phone*** [redacted]

**Address*** [redacted]

**City*** Napa

**State*** CA

**Zip*** 94559

**Reference 3**

**Name*** Bill Dodd

**Phone*** [redacted]

**Address*** [redacted]

**City*** Napa

**State*** CA

**Zip*** 94558

**Name and occupation of spouse within the last 12 months, if married.**

Catherine S. Chase, Tasting Room Staff at Silver Oak Winery

For Conflict of Interest purposes

**Please explain your reasons for wishing to serve and, in your opinion, how you feel you could contribute.***

I have been in the wine industry and a resident of Napa County for 40 years. I understand the economics of vineyard properties, winery construction and operations, and have been a home owner in the city and county. I believe my skills sets would be of use the process of reviewing values and adjusting assessments..

**Responded**

☐ Yes

**Completed**

☐ Yes

**I declare under penalty of perjury that the foregoing is true and correct.***

☑ Yes

☐ No

**Electronic Signature Agreement**

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☑ I agree.

**Electronic Signature**

Donald A. Chase

**Date**

10/13/2020

3:45 PM

# DONALD A. CHASE

[redacted]
Napa, CA 94558
[redacted] [redacted]

MANAGEMENT AND FINANCIAL EXECUTIVE with over 30 years of experience in wine and consumer products companies. Proven success in effective general management and financial control, long range planning, consolidating businesses, Use Permit and capital projects management, sourcing financing, and mergers and acquisition activities.

## CORE SKILLS and COMPETENCIES

| | | |
|---|---|---|
| - Acquisitions & Divestures | - Acquiring Financing | - Budgeting/Forecasting |
| - Cash Flow Control | - Construction Management | - Contract Negotiation |
| - Cost Management | - Financial Analysis | - Financial Statements |
| - Internal Controls | - Operations Management | - P & L Management |
| - Process Improvement | - Sales/Marketing/Distributor Mgt. | - Staff Development & Training |
| - Start Ups | - Strategic Planning & Leadership | - Tasting Room/DTC Oversight |
| - Technical Aptitude | - Use Permit Applications | - Winery Management |

## EXPERIENCE

3/10 – Present DON CHASE WINE CONSULTING, NAPA, CA
Provide management expertise to wine and consumer clients on a contract basis.

8/14 – 12/17 SHANNON RIDGE FAMILY OF WINES – Lower Lake, CA
CFO for 170K case wine sales company. Assist Farming entities as requested.

2/11 – 5/14 POLARIS WINES INC, Napa, CA – CEO, BOARD DIRECTOR
POLARIS FOODS LLC
Owner in start-up wine company and wholly owned food company. Each sources, markets and sells owned and agency brands from around the world.

9/01 – 2/10 KUNDE FAMILY ESTATE, Kenwood, CA, PRESIDENT
Responsible for all operations on 1850 acre estate, including farming 690 acres of vineyard, and producing up to 140,000 cases of annual production. Obtained new Use Permit. Report to Board of Directors made up of family and outside directors. Over 100 full and part time employees in total for both farming and wine production companies.
Kunde Estate named one of "hottest small brands of 2005" by Wine Business Monthly

2/01 – 9/01 HOMEGROWN NATURAL FOODS, Napa, CA
CHIEF FINANCIAL OFFICER
Managed all financial functions for $45 million natural foods Company. Brands include Consorzio, Fantastic Foods, and Annie's Homegrown Inc. 17 direct reports.

2/00 – 1/01 HUNEEUS VINTNERS, Napa, CA CHIEF EXECUTIVE OFFICER
Managed the start up and design of systems and financial plans for a vineyard operating company and related owned brands, Quintessa and Veramonte. Developed 50,000 case Use Permit submission and approval for Quintessa Winery.

1/95 – 1/00 CLOS DU VAL, Napa, CA CHIEF OPERATING OFFICER

Operating manager for the facility reporting to the President and shareholders. Vineyard and Winery Operations, Finance, Sales and Retail departments reported directly to this position. Developed and managed performance versus annual and long term plans, managed banking relationships. Managed Use Permit modification approval.

9/94 - MILLER BRANDS OF THE EAST BAY, Walnut Creek, CA
1/95 GENERAL ADMINISTRATION MANAGER

Oversaw all financial activities for 4.5 million case, $50 million gross sales beer and beverages distributorship. Responsibilities included budgetary and financial reporting to corporate headquarters, supervision of accounting and warehousing functions.

4/94 – 9/94 CONSULTANT

Contracted financial services/projects for beer, wine and warehousing clients.

3/93 - RUTHERFORD HILL WINERY, St. Helena, CA
4/94 MANAGING DIRECTOR

Performed day to day management for all aspects of family owned partnerships, including budgeting, cash flow, financing and revenue generating activities. Production, finance, retail and hospitality, and vineyard operations reported to this position. Liaison with National Sales and Marketing Company. Reported to Managing General Partners.

11/89 - HEUBLEIN FINE WINE GROUP, St. Helena, CA
12/92 VICE PRESIDENT OF ADMINISTRATION AND CONTROL

CFO for this 1 million case, $80 million in sales fine wine marketing and Wine Production Company. This was a start up business, consolidating four companies into one. Responsibilities included accounting, annual and long term budgeting/planning, legal compliance, human resources, customer service and MIS functions. Sold two surplus facilities. Supervised staff of 27. Key brands - Beaulieu Vineyards, Inglenook, and Christian Brothers.

11/86 - CHRISTIAN BROTHERS SALES COMPANY, St. Helena, CA
11/89 (a wholly owned subsidiary of Mont LaSalle Vineyards Inc.)
SENIOR VICE PRESIDENT - FINANCE AND ADMINISTRATION

CFO for 2 million case, $120 million in sales Wine and Spirits Marketing Company. Key domestic brands - Christian Brothers Brandy, Table and Dessert Wines. Import brands Champagne Lanson, Masi Italian Wines, Gonzales Byass Sherries and Brandies, Orlando Australian Wines, Cognac Otard and Quinta du Noval Ports.

PRESIDENT – QUAIL RIDGE CELLARS & VINEYARDS

Acquired during 1988, directed all operations including production, sales, marketing, and financial activities for this ultra premium winery during a period of planned growth.

1975- 10/86 THE NESTLE COMPANY, INC.
DIRECTOR OF OPERATIONS FINANCE, WINE WORLD INC.
St. Helena, CA

Managed operations of asset holding company. Administered annual and long term capital budgets, leases and real estate transactions/acquisitions for winery and vineyard operations. Constructed over 160,000 square foot of buildings (warehousing, barrel processing and storage, administration) and retail parking improvements to meet future demands. Liaison with City of St. Helena for construction projects.

MANAGER OF ADMINISTRATIVE OPERATIONS, SYNFLEUR
Monticello AND White Plains, NY

Managed all financial and budgetary operations. Supervised administrative office and two plant locations for this flavor and fragrance manufacturing operation.

1973 –75 Staff and audit positions in public accounting and private industry.

## EDUCATION

1981 - Marist College, Poughkeepsie, NY
Masters of Business Administration

1973 - Rider University, Trenton, NJ
Bachelor of Science Degree – Accounting

## AFFILIATIONS

Vin de Zo dba Alma Rosa Winery - Buellton, CA – Advisory Board Director, current
Aeonskin – Long Beach, CA – Start Up Cosmetics Company – Advisory Board Director, current
Vine Village – Celebration Committee and Auctioneer - 2012 - CURRENT
Realtor, Napa County Board of Realtors (license current, inactive)
Sonoma Valley Vintners & Growers Alliance –Board Director 2004-08, Past President
Vintage High School Athletic Booster Club – 1999-2001, Past President
Wine Service Co-Op – Board Director, President 1999
Stags Leap District Winegrowers Association – President 1998-99
Napa Valley Vintners and Napa Valley Wine Auction – Board Director 1989-92

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1659

**TO:** Board of Supervisors

**FROM:** Sheryl L. Bratton, County Counsel

**REPORT BY:** Erin Cossen, Legal Office Manager

**SUBJECT:** Approve Budget Amendment

## RECOMMENDATION

Approve a Budget Amendment to increase appropriations in the Conflict Public Defender Budget for indigent defense costs. (Fiscal Impact: $150,000 Expense; Not Budgeted; General Fund; Mandatory)

[4/5 vote required]

## BACKGROUND

The Public Defender provides legal representation to persons charged with a criminal offense or certain other offenses involving liberty interests who are financially unable to pay for private legal assistance. When the Public Defender is unable to represent a client due to a conflict of interest, the case is handled by attorneys assigned as Conflict Public Defenders (CPDs). For many years, the County of Napa has provided CPD services through a panel of attorneys individually contracted with the County.

The Conflict Public Defender budget has paid or encumbered $1,231,095 to date for indigent defense services in Fiscal Year 2025-26. The budget for legal services totals $1,250,000. Due to an increase in the number of complex cases and the cost of psychological evaluations, it is projected that an additional $150,000 will be needed to cover the increase in investigative and court-appointed attorney services. Appropriations in Fiscal Year 2025-26 will total $1,400,000.

The General Fund Available Fund Balance is estimated at $10.4 million and will be reduced by $150,000.

Requested Action: Approve budget amendment increasing appropriations by $150,000 for Conflict Public Defender Legal Services (1000-1340000-52140) from $1,250,000 to $1,400,000 from available fund balance.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Where is it budgeted? | Conflict Public Defender (1000-1340000-52140) |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The Court appoints indigent defense counsel and the County is obligated to pay them. Appropriation authority is needed to cover the cost of services provided. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | This budget increase applies to Fiscal Year 2025-26 only. Future appropriations will be budgeted accordingly as part of the annual budget process. |
| Consequences if not approved: | The Conflict Public Defender budget will be unable to pay claims from investigators, experts and attorneys for their services as appointed by the Napa Superior Court. |

## 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.

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1665

**TO:** Board of Supervisors

**FROM:** Ryan J. Alsop, Chief Executive Office

**REPORT BY:** Shana A. Bagley, Deputy County Counsel

**SUBJECT:** Adopt a Resolution continuing the Proclamation of Local Health Emergency Due to the 2025 Pickett Fire

## RECOMMENDATION

Adopt a Resolution continuing the proclamation of local health emergency due to the 2025 Pickett Fire. (Fiscal Impact: Unknown; Discretionary)

[4/5 vote required]

## BACKGROUND

On August 24, 2025, the Napa County Executive Officer proclaimed the existence of a local emergency due to fires at various locations in Napa County (2025 Pickett Fire). This action was ratified by the Board of Supervisors on August 26, 2025. Conditions of the 2025 Pickett Fire have also created debris which may be or become hazardous waste and threaten public health. CalOES requires that Napa County also declare a local health emergency to trigger state assistance with cleaning hazardous materials on private property and the local watershed. This assistance to the local watershed within Napa County is needed to implement preventative measures.

California Health and Safety Code section 101080 confers upon the local health officer, emergency powers necessary to protect public health and safety. By proclamation and declaration on August 25, 2025, Dr. Christine Wu, Napa Couty Public Health Officer, proclaimed the existence of a local health emergency due to the imminent threat to safe water supplies and hazardous waste and materials created by the 2025 Pickett Fire. This action was ratified by the Board of Supervisors on August 26, 2025. If conditions warrant, the Board of Supervisors must continue to proclaim and decare these conditions until the emergency does not exist.

The potential for the rainy season offers little time to mitigate further environmental contamination, including

contamination of the watershed, and, therefore, time is essential to removing hazardous waste and materials from various property sites.

It is requested that the Board adopt the attached resolution continuing the local health emergency declared as a result of the 2025 Pickett Fire.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Adopting this resolution could potentially lead to State or Federal reimbursement to Napa County. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Future fiscal impacts are currently unknown. |
| Consequences if not approved: | Failure to approve the resolution might prevent Napa County from obtaining State and Federal funds to provide public and individual assistance. |

## ENVIRONMENTAL IMPACT

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

**NAPA COUNTY RESOLUTION NO. 25-_____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, PROCLAIMING A CONTINUED STATE OF LOCAL HEALTH EMERGENCY DUE TO THE PICKETT FIRE**

**WHEREAS**, Government Code section 8630 and Napa County Code section 2.80.060, subd. (A)(2), authorize and empower the Napa County Executive Officer acting as the Director of Emergency Services to proclaim the existence or threatened existence of a local emergency when the County is affected or likely to be affected by a public calamity and the Board is not in session, subject to confirmation by the Board within seven days; and

**WHEREAS,** on August 24, 2025, pursuant to the foregoing provisions, the Napa County Executive Officer proclaimed the existence of a local emergency by proclamation due to fires at the unincorporated parts of Calistoga, Pope Valley, Aetna Springs, and Angwin in Napa County (referred to hereinafter referred to as the "Pickett Fire"); and

**WHEREAS,** pursuant to Health and Safety Code section 101080 and Napa County Code section 2.80.065, Dr. Christine Wu, the Napa County Public Health Officer, is authorized to proclaim the existence of a local health emergency when the County or any portion thereof is affected or likely to be affected by a public health threat, as described in Health and Safety Code section 101075 et seq., subject to ratification by the Board of Supervisors within seven (7) days, and subject to review by the Board at least every thirty (30) days to determine the need for continuing the local health emergency, until the Board proclaims the termination of the local health emergency at the earliest possible date that conditions warrant; and

**WHEREAS,** on August 25, 2025, the Napa County Health Officer declared a local health emergency for those reasons set forth in the proclamation.

**WHEREAS**, pursuant to Health and Safety Code section 101080 and Napa County Code section 2.80.065, the Napa County Public Health Officer is authorized to proclaim the existence of a local health emergency when the county or any portion thereof is affected or likely to be affected by a public health threat as described in Health and Safety Code section 101075 et seq., subject to ratification by the Board of Supervisors within seven days; and

**NOW, THEREFORE**, **BE IT RESOLVED** by the Napa County Board of Supervisors, that pursuant to Government Code section 8630 a continued state of local health emergency exists due to the Pickett Fire as action is still required to address removal of any hazardous waste and materials from property sites within the Pickett Fire area that are toxic, flammable, corrosive, or reactive and create an imminent threat to public health and safety.

**BE IT FURTHER RESOLVED**, that the measures previously taken by the Board of Supervisors in Resolution No. 2025-89 shall continue to have full force and effect.

**BE IT FURTHER RESOLVED** by the Napa County Board of Supervisors that this proclamation of local health emergency shall be reviewed by the Board of Supervisors for the need to continue this local emergency at least once every thirty (30) days until it is proclaimed terminated by the Board of Supervisors.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Shana A. Bagley*<br>Deputy County Counsel<br><br>Date: September 10, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By: _____ |

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1620

**TO:** Board of Supervisors

**FROM:** Allison Haley - District Attorney

**REPORT BY:** Sophie Johnson - Staff Services Manager

**SUBJECT:** Resolution for Victim Witness Assistance Program

## RECOMMENDATION

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Victim/Witness Assistance Program. (Fiscal Impact: $376,543 Revenue; General Fund; Budgeted; Discretionary)

## BACKGROUND

California Penal Code Sections 13835 through 13835.10 mandate that every county in the State of California be provided funding for comprehensive services for victims and witnesses. Funding is designed to help victims and witnesses of all types of crime by maintaining local centers that provide comprehensive assistance, including all legislatively mandated services. Victim/Witness Assistance Centers (VWACs) arose in 1983 in an effort by the Legislature to reduce the trauma and insensitive treatment that victims and witnesses experienced in the criminal justice system. Today, State and Federally funded VWACs operate in each of the 58 counties and in the City of Los Angeles and play a vital role in California's criminal justice system. Napa County District Attorney's Office began providing victim witness services in Fiscal Year 2010-2011.

Each VWAC is required to perform 14 mandatory services: crisis intervention, emergency assistance, resource and referral assistance, direct counseling, victim of crime claims, property return, orientation to the criminal justice system, court escort, presentations and training to local criminal justice agencies, public presentations and publicity, case status and case dispositions, notification to family and friends, employer notification and intervention, and assistance with restitution. The following 10 optional services may be provided if they do not preclude the efficient provision of mandatory services: employer intervention, creditor intervention, child care, notification to witnesses of any change in the court calendar, funeral arrangements, crime prevention information, witness protection, assistance in obtaining temporary restraining orders, transportation, and provision of a waiting area during court proceedings separate from defendants and families and friends of defendants. The Victim/Witness program staff offers and provides mandated and optional services to an average

of 1,500 victims each fiscal year.

The County's funding for October 1, 2025 through September 30, 2026 is $376,543 for continuation of the Victim/Witness Assistance Program. The funding includes $202,713 of federal victims of crimes act (VOCA) funds and $173,830 of state funds.

Approval of the Resolution will authorize the District Attorney to continue the Victim/Witness Assistance (VW) Program for October 1, 2025 through September 30, 2026. Today's recommended action will authorize the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications or amendments thereof.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | District Attorney |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | No |
| Future fiscal impact: | Appropriations have been included in the District Attorney's budget for Fiscal Year 2025-2026 and appropriations for future fiscal years will be budgeted accordingly |
| Consequences if not approved: | If this item is not approved, the District Attorney will not be able to obtain continued funding from the State of California for provision of mandated victim and witness services to victims of crime. Additionally, the County would need to identify another department or non-profit to serve as the victim and witness services provider within the County |

## 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. _____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, FOR ACCEPTING AND RECEIVING FUNDING FOR THE VICTIM WITNESS ASSISTANCE (VW) PROGRAM THROUGH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES**

**WHEREAS,** the Napa County District Attorney's Office was awarded a competitive grant by California Office of Emergency Services (CalOES) for the Victim Witness Assistance (VW) Program to provide comprehensive services to victims and witnesses of all types of violent crime, pursuant to California Penal Code §13835.

**WHEREAS,** the Victim Witness Assistance (VW) Program is to be funded by CalOES through the federal Victims of Crime Act (VOCA).

**WHEREAS**, Napa County District Attorney's office was awarded $376,543 for Victim Witness Assistance (VW) Program for the period beginning October 1, 2025 and ending September 30, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board of Supervisors authorizes the Napa County District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Victim Witness Assistance (VW) Program for the period beginning October 1, 2025 and ending September 30, 2026.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Corey S, Utsurogi*<br>Deputy County Counsel<br><br>Date: 9/3/25 | APPROVED BY THE<br>NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1621

**TO:** Board of Supervisors

**FROM:** Allison Haley - District Attorney

**REPORT BY:** Sophie Johnson - Staff Services Manager

**SUBJECT:** Resolution for Violence Against Women Vertical Prosecution Program

## RECOMMENDATION

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Violence Against Women Vertical Prosecutions Program. (Fiscal Impact: $202,545 Revenue; General Fund; Budgeted; Discretionary)

## BACKGROUND

California Office of Emergency Services offers a Violent Crimes against Women grant program to encourage and support counties' adoption of a vertical prosecution model for the handling of violent crimes against women, including the most egregious domestic violence and sexual assault crimes. The purpose of this grant program is to improve conviction rates and minimize victim trauma.

With this funding, the District Attorney's Office will establish a true vertical prosecution and victim advocate program for a specialty caseload involving serious felony domestic violence and sexual assault crimes. The specialized prosecutor along with the assigned bilingual Victim Witness Advocate, will receive and handle each referral to the specialty caseload from case inception to conclusion. The vertical prosecution model will yield better victim service, intake, referral and court service outcomes for victims and will provide a higher level of coordination between law enforcement agencies and prosecution staff. Grant funding will be used toward the salary and benefits of the District Attorney Staff assigned to this grant.

The County was awarded this grant January 1, 2024, for a total project cost of $270,060. The program is continuing to be offered in the coming period of January 1, 2026, through December 31, 2026 with federal funds of $202,545. This grant requires a match of $67,515, that is equal to 25% of the total project cost, $270,060.

Approval of the Resolution will authorize the District Attorney to continue the Violence Against Women Vertical Prosecutions (VV) Program for the calendar year of 2026. Today's recommended action will authorize the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications or amendments thereof.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | District Attorney |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This item is discretionary, there is not mandate for the County to establish a Vertical Prosecution program for Violence Against Women. However, there is an opportunity to receive grant funding to improve the criminal justice process, improve conviction rates and minimize victim trauma. The in-kind match required for these grant funds, will not result in a net increase to the General Fund. |
| Is the general fund affected? | No |
| Future fiscal impact: | Appropriations for future fiscal years will be budgeted accordingly. |
| Consequences if not approved: | If this item is not approved, the District Attorney's office will no longer be receiving funding for the efforts of establishing and maintaining a formal vertical prosecution program, further impacting the vulnerable victims of crime. |

## 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. _____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, FOR ACCEPTING AND RECEIVING FUNDING FOR THE VIOLENCE AGAINST WOMEN VERTICAL PROSECUTION PROGRAM THROUGH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES**

**WHEREAS,** the Napa County District Attorney's Office was awarded a competitive grant by California Office of Emergency Services (CalOES) for the Violence Against Women Vertical Prosecution (VV) Program to promote the development and implementation of effective, victim-centered law enforcement, prosecution, and court strategies to address violent crimes against women and the development and enhancement of victim services for these cases; and

**WHEREAS,** the Violence Against Women Vertical Prosecution Program is to be funded by CalOES through the Services*Training*Officers*Prosecutors (STOP) Violence Against Women Formula Grant Program; and

**WHEREAS**, Napa County District Attorney's office was awarded $270,060, including a $67,515 match for Violence Against Women Vertical Prosecutions (VV) Program for the Period January 1, 2026 through to December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board of Supervisors authorizes the Napa County District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Violence Against Women Vertical Prosecutions (VV) Program for the period beginning January 1, 2026, and ending December 31, 2026, including any extensions or amendments thereof.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Corey S, Utsurogi*<br>Deputy County Counsel<br><br>Date: 9/3/25 | APPROVED BY THE<br>NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1622

**TO:** Board of Supervisors

**FROM:** Allison Haley - District Attorney

**REPORT BY:** Sophie Johnson - Staff Services Manager

**SUBJECT:** Resolution for Unserved/Underserved Victim Advocacy and Outreach Program

## RECOMMENDATION

Adopt a Resolution authorizing the District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach Program. (Fiscal Impact: $196,906 Revenue; General Fund; Budgeted; Discretionary)

## BACKGROUND

California Penal Code Sections 13835 through 13835.10 mandate that every county in the State of California be provided funding for comprehensive services for victims and witnesses. Funding is designed to help victims and witnesses of all types of crime by maintaining local centers that provide comprehensive assistance, including all legislatively mandated services. The District Attorney's Office began providing victim witness services in Fiscal Year 2010-2011. The Victim Services Division currently operates with funding provided primarily by grant subaward programs administered by the California Office of Emergency Services. Increased funding allocated under the federal Victims of Crime Act (VOCA) allows for expanded services to targeted populations. The Unserved/Underserved Victim Advocacy and Outreach (UV) Program grant provides funding for to assist victims of crime in the Latino population within the County.

Victim Witness Programs are required to perform 14 mandatory services: crisis intervention, emergency assistance, resource and referral assistance, direct counseling, victim of crime claims, property return, orientation to the criminal justice system, court escort, presentations and training to local criminal justice agencies, public presentations and publicity, case status and case dispositions, notification to family and friends, employer notification and intervention, and assistance with restitution. The following 10 optional services may be provided if they do not preclude the efficient provision of mandatory services: employer intervention, creditor intervention, child care, notification to witnesses of any change in the court calendar, funeral arrangements, crime prevention information, witness protection, assistance in obtaining temporary restraining orders, transportation, and provision of a waiting area during court proceedings separate from defendants and

families and friends of defendants. The Unserved/Underserved Victim Advocacy and Outreach (UV) Program grant subawards provide VOCA funding towards the Victim Witness Program Manager and Victim Witness Advocates to provide targeted services to Latino crime victims to enable improved access to services that are culturally and linguistically appropriate for this population

The County was awarded $196,906 for this competitive grant effective January 1, 2023. The program is continuing to be offered in the coming period of January 1, 2026, through December 31, 2026, with federal VOCA funds of $110,858 and $86,048 state funds. This grant requires a match of $27,715, making the total project cost, $224,621.

Approval of the Resolution will authorize the District Attorney to continue the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the calendar year of 2026. Today's recommended action will authorize the District Attorney to apply and sign for these grant subawards, including acceptance of additional funding, extensions, modifications or amendments thereof.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | District Attorney |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This item is discretionary as there is no mandate for the District Attorney's office to provide additional local services above the mandatory victim services handled through the Victim/Witness Assistance Program. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Appropriations have been included in the District Attorney's budget for Fiscal Year 2025-2026 and appropriations for future fiscal years will be budgeted accordingly. |
| Consequences if not approved: | If this item is not approved, the District Attorney will not be able to obtain continued funding from the State of California for the provision of additional local services for Victims of Crime. |

## 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. _____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, FOR ACCEPTING AND RECEIVING FUNDING FOR THE UNSERVED/UNDERSERVED VICTIM ADVOCACY AND OUTREACH (UV) PROGRAM THROUGH THE CALIFORNIA OFFICE OF EMERGENCY SERVICES**

**WHEREAS,** the Napa County District Attorney's Office was awarded a competitive grant by California Office of Emergency Services (CalOES) for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program to increase access to culturally appropriate victim services of the Latino population for unserved/underserved victims/survivors of crime.

**WHEREAS,** the Unserved/Underserved Victim Advocacy and Outreach (UV) Program is to be funded by CalOES through the federal Victims of Crime Act (VOCA).

**WHEREAS**, Napa County District Attorney's office was awarded $224,621, including a $27,715 match for Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the period beginning January 1, 2026 and ending December 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The Board of Supervisors authorizes the Napa County District Attorney to apply for, execute and sign grant subaward documents, including amendments, extensions, and modifications, thereof, for the Unserved/Underserved Victim Advocacy and Outreach (UV) Program for the period beginning January 1, 2026 and ending December 31, 2026.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of _____, _____, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Corey S, Utsurogi*<br>Deputy County Counsel<br><br>Date: 9/3/25 | APPROVED BY THE<br>NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

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# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1616

**TO:** Board of Supervisors

**FROM:** John Tuteur, Registrar of Voters

**REPORT BY:** John Tuteur, Registrar of Voters

**SUBJECT:** Approve Budget Amendment

## RECOMMENDATION

Approve a budget amendment to increase Election Division appropriations offset by an increase in State Funding for the November 4, 2025 Statewide Special Election. (Fiscal Impact: Net Zero; General Fund; Not Budgeted; Mandatory)

[4/5 Vote Required]

## BACKGROUND

Governor Newsom has called a special election on November 4, 2025, for the voters to approve or disapprove a legislative proposal for mid-decade redistricting of California's House of Representative districts. Napa County's Election Official must conduct an election called by proclamation. The estimated cost of the election for Napa County is $682,336. The legislation calling the election says the state will reimburse the $682,336 cost of the election to Napa County by the end of September per the California State Association of Counties.

Requested Action: Approve a Budget Amendment to increase appropriations by $682,336 offset by an increase in State Other Funding Revenue.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | Yes |

| | |
|---|---|
| Future fiscal impact: | Costs and revenues related only to November 4, 2025 Special Statewide Election |
| Consequences if not approved: | The mandatory expenses would exceed budget authority. |

**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.

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

**Gavin Newsom ▪ Governor**
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

September 5, 2025

Honorable Malia Cohen
State Controller
California State Controller's Office
300 Capitol Mall, Suite 1850
Sacramento, CA 95814

**Dear Controller Cohen:**

Pursuant to Chapter 97, Statutes of 2025, the Director of Finance respectfully requests that the State Controller's Office remit payment to county elections officials for the statewide special election scheduled for November 4, 2025.

Specifically, Finance requests that $251,306,359 be allocated in fiscal year 2025-26, as provided in Attachment I.

If you have any questions or need additional information regarding this matter, please contact Jessie Romine, Principal Program Budget Analyst, at (916)445-8913.

JOE STEPHENSHAW
Director
By:

Erika Li
Chief Deputy Director

Attachment

cc: Dr. Shirley N. Weber, Secretary of State
Lisa Martin, Chief Deputy Secretary, Secretary of State
Reggie Fair, Deputy Secretary of Operations, Secretary of State
Jesse Salinas, President, California Association of Clerks and Elections Officials
Justin Garrett, Interim Chief Policy Officer, California State Association of Counties
Julissa Cardenas, Legislative Representative, California State Association of Counties
Jean Kinney Hurst, Legislative Advocate, Urban Counties of California
Sarah Dukett, Senior Policy Advocate, Rural County Representatives of California

**Attachment I**

| County | Allocation |
|---|---|
| Alameda | $ 11,429,947 |
| Alpine | $ 38,950 |
| Amador | $ 159,610 |
| Butte | $ 843,000 |
| Calaveras | $ 348,832 |
| Colusa | $ 227,358 |
| Contra Costa | $ 6,568,000 |
| Del Norte | $ 139,345 |
| El Dorado | $ 836,800 |
| Fresno | $ 4,047,000 |
| Glenn | $ 236,600 |
| Humboldt | $ 839,000 |
| Imperial | $ 681,090 |
| Inyo | $ 220,826 |
| Kern | $ 3,188,500 |
| Kings | $ 518,300 |
| Lake | $ 351,028 |
| Lassen | $ 144,700 |
| Los Angeles | $ 67,194,000 |
| Madera | $ 892,560 |
| Marin | $ 1,635,647 |
| Mariposa | $ 75,000 |
| Mendocino | $ 351,000 |
| Merced | $ 1,395,245 |
| Modoc | $ 71,860 |
| Mono | $ 187,000 |
| Monterey | $ 3,500,000 |
| Napa | $ 682,336 |
| Nevada | $ 645,200 |

| County | Allocation |
|---|---|
| Orange | $ 15,432,820 |
| Placer | $ 3,100,000 |
| Plumas | $ 58,667 |
| Riverside | $ 16,329,709 |
| Sacramento | $ 10,843,148 |
| San Benito | $ 357,300 |
| San Bernardino | $ 24,877,758 |
| San Diego | $ 19,000,000 |
| San Francisco | $ 4,508,500 |
| San Joaquin | $ 4,247,235 |
| San Luis Obispo | $ 1,896,400 |
| San Mateo | $ 4,170,529 |
| Santa Barbara | $ 2,445,000 |
| Santa Clara | $ 17,219,000 |
| Santa Cruz | $ 1,262,062 |
| Shasta | $ 1,149,176 |
| Sierra | $ 24,000 |
| Siskiyou | $ 373,088 |
| Solano | $ 2,617,826 |
| Sonoma | $ 3,068,144 |
| Stanislaus | $ 1,592,116 |
| Sutter | $ 397,900 |
| Tehama | $ 300,000 |
| Trinity | $ 205,000 |
| Tulare | $ 1,241,750 |
| Tuolumne | $ 228,420 |
| Ventura | $ 5,297,000 |
| Yolo | $ 1,264,731 |
| Yuba | $ 350,346 |

Napa County

Board Agenda Letter

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NAPA, CA 94559
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Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1682

**TO:** Board of Supervisors

**FROM:** Jennifer Palmer, Director of Housing & Community Services

**REPORT BY:** Alex Carrasco, Project Manager

**SUBJECT:** CSA4 Budget Amendment

## RECOMMENDATION

Approve and authorize a budget amendment to support the Housing Authority's water treatment services. (Fiscal Impact: $29,688 Expense; County Service Area No.4 Fund; Not Budgeted; Discretionary)

[4/5 vote required]

## BACKGROUND

A budget amendment is required to increase appropriation to the Housing Authority's water treatment services for ongoing operation of the county-owned farmworker center public water systems as the centers transition to a new water treatment operator. In May, the existing operator (Environmental Aqua) proposed budget for Fiscal Year 2026 that included a 36% increase in operational expenses over the previous year. This increase is deemed unsustainable and unfeasible for the farmworker centers. Staff released a request for proposal and have chosen a new vendor (Natural Systems Utilities CA, Inc.).

Requested Action:

1. Approve a Budget Amendment to increase appropriations by $29,688 in 56100-Transfers Out in Fund 2810 CSA4, offset by use of fund balance. The related Transfer In revenue detail is included on a separate agenda item in the Housing Authority.

## FISCAL & STRATEGIC PLAN IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Where is it budgeted? | County Service Area No. 4. |
| Is it Mandatory or Discretionary? | Discretionary |

| | |
|---|---|
| Discretionary Justification: | To ensure safe drinking water at County-owned farmworker centers and routine maintenance of public water systems. |
| Is the general fund affected? | No |
| Future fiscal impact: | To be budgeted in Fund 5060, Housing Authority. |
| Consequences if not approved: | The water systems would be out of compliance with State law and the centers would be closed due to health and safety issues. |

## ENVIRONMENTAL IMPACT

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

Napa County

Board Agenda Letter

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NAPA, CA 94559
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Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1687

**TO:** Board of Supervisors

**FROM:** Jennifer Palmer, Director of Housing & Community Services

**REPORT BY:** Emma Moyer, Staff Services Manager, Housing & Community Services

**SUBJECT:** Agreement No. 250431B with Community Initiatives (The ADU Center)

## RECOMMENDATION

Approve and authorize agreement No. 250431B for $125,000 with Community Initiatives (The ADU Center) to provide technical assistance to the County of Napa's ADU Loan Program through June 30, 2026. (Fiscal Impact: $125,000 Expense; Affordable Housing Fund; Budgeted; Discretionary)

## BACKGROUND

In November 2022 the Board of Supervisors approved the County of Napa's ADU Loan Program. The Program provides forgivable loans for ADU development in exchange for the commitment to rent the unit at an affordable rate to households earning up to 80% Area Median Income for five years. As an eligibility requirement to access the County of Napa's ADU Loan Program, a Homeowner must obtain technical assistance to ensure that their ADU is successfully built. In January 2023 a contract was established with the Napa Valley Community Foundation to act as the fiscal sponsor for The ADU Center to provide expertise to Napa County Housing & Community Services' staff, as well as ADU applicants. In July 2025 The ADU Center moved from using the Napa Valley Community Foundation as their fiscal sponsor, to Community Initiatives. The ADU Center will provide the following technical assistance for applicants of the ADU Loan Program:

1. Homeowner Outreach & Education, including online webinars, marketing, media outreach, advertisements and proactive referrals for the ADU Loan Program.

2. ADU Tools & Resources, online print resources for homeowners and policy makers and updates for the ADU Calculator Tool.

3. Homeowner Technical Assistance including referrals for feasibility consults for homeowners utilizing the County of Napa's ADU Loan Program.

Today's action will allow the County to obtain expertise from The ADU Center to assist applicants of the program with ADU education and feasibility consults. The contract maximum for this agreement is $125,000

for each fiscal year through June 2028.

Requested Action:

Approve and authorize agreement No. 250431B for $125,000 with Community Initiatives (The ADU Center) to provide technical assistance to the County of Napa's ADU Loan Program

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Housing & Community Services |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | This item is discretionary in that there is no mandate to provide this specific service. However, the County of Napa's ADU Loan Program require that applicants receive technical assistance to be eligible for the County of Napa's ADU Loan Program |
| Is the general fund affected? | Yes |
| Future fiscal impact: | This agreement renews annually through June 30, 2028 and will be budgeted in future fiscal years |
| Consequences if not approved: | If this item is not approved, the County of Napa's ADU Loan Program will not operate per the BOS approved guidelines |

## 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.

Docusign Envelope ID: D8CCCEFF-9A82-48DC-BFBE-514A078D44F5

# NAPA COUNTY AGREEMENT NO. 250431B

# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Community Initiatives, fiscal sponsor of The ADU Center; whose address is 1000 Broadway Ste. 480 Oakland, CA 94607, hereinafter referred to as "Consultant."

## RECITALS

A. County wishes to obtain professional services in order to provide technical assistance for applicants to the County of Napa's ADU Loan Program.

B. Consultant was selected to provide professional services without a competitive process because the professional services needed are only available from one source.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

## AGREEMENT

## ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

**1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

**1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

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**1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

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

## ARTICLE II – DURATION OF AGREEMENT

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement and shall expire on June 30, 2026. The term of this Agreement shall be automatically renewed for an additional year (for a maximum of two automatic renewals) at the end of each fiscal year, under the terms and conditions then in effect unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

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**2.3 Termination for Convenience.** Either party may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to the other party. The termination of the Agreement shall be effective 30 days after receipt of the notice of termination.

If County terminates this Agreement for convenience, Consultant shall --upon receipt of notice of termination-- immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records.

County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

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

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

## ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Consultant the fixed price of One Hundred Twenty Five Thousand Dollars ($125,000) set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

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the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of One Hundred Twenty Five Thousand Dollars ($125,000) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month in arrears for services provided, to the Program Analyst who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

## ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

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**4.2 Inclusion in Subcontracts.** Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782, County acknowledges that Consultant's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

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

**5.4 Enforcement Costs.** Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

**6.1.1** Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

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**6.1.2** Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

## ARTICLE VII – COMPLIANCE WITH LAWS

**7.1 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County

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## ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

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**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

| COUNTY | CONSULTANT |
|---|---|
| Jennifer Palmer | Scott Johnson |
| Director of Housing & Community Services | Director of the ADU Center |
| 2751 Napa Valley Corporate Drive | 1000 Broadway Ste. 480 |
| Napa, CA 94558 | Oakland, CA 94607 |

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by County.
9.4.4 Consultant’s proposal or statement of qualifications.

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

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

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

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

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

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

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

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

DocuSigned by:
By Ruth Williams 9/2/2025
Ruth Williams, CEO, Community Initiatives

Signed by:
By Scott Johnson 9/2/2025
Scott Johnson, Director of The ADU Center

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NAPA COUNTY, a political subdivision of
the State of California

By_____
Anne Cottrell, Chair of the Board of
Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *S. Darbinian*<br>Deputy County Counsel<br><br>Date: August 14, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

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# EXHIBIT A
# SCOPE OF SERVICES

## I. Napa Sonoma ADU Technical Assistance

CONSULTANT will provide technical assistance for applicants to the County of Napa's ADU Loan Program in the form of:

- Homeowner Outreach & Education, including online webinars, marketing, media outreach, advertisements and proactive referrals for the AADU Loan program
- ADU Tools & Resources including maintenance and expansion of the ADU Standard Plans pre-reviewed plan gallery, maintenance and updates for the ADU Calculator Tool, and other online and print resources for homeowners and policy makers
- Homeowner Technical Assistance including referrals for feasibility consults for homeowners utilizing the County AADU Loan Program

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# EXHIBIT B
# COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal which is hereby incorporated into this Exhibit by reference.

| Fee Schedule | | | | |
|---|---|---|---|---|
| **Priority Area** | **Assistance** | **Estimated Count** | **FFS/Cost** | **Total** |
| Homeowner | ADU webinars, events, marketing, media outreach, advertisements & community engagement to include AADU Forgivable Loan education and referrals. | 52 | $550 | $28,600 |
| ADU Tools & Resources | ADU Gallery (aka Standard Plans) expansion & maintenance | 60 | $100 | $6,000 |
| | Maintain & Revise ADU Calculator Tool, Address, Lookup Tool, ADU Process map and other online tools, information and resources | 1 | $8,500 | $8,500 |
| Technical Assistance to Homeowners | ADU Feasibility consults and other individualized homeowner assistance to County Forgivable Loan Program referrals | 125 | $450 | $61,150 |
| Data Sharing | Database/Software Investment or Licensing | 1 | $2,000 | $2,000 |
| Admin | Overhead + Admin | 1 | | $18,750 |
| **Total (Annual)** | | | | **$125,000** |

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# EXHIBIT C
# INSURANCE REQUIREMENTS

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager,

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which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such

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deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1599

**TO:** Board of Supervisors

**FROM:** Christine Briceño, Director of Human Resources

**REPORT BY:** Joy Cadiz, Staff Services Manager

**SUBJECT:** Resolution Amending Napa County Policy Manual Part I Section 37C-1, Management Compensation Plan - Management Classified

## RECOMMENDATION

Adopt a Resolution to amend Napa County Policy Manual Part I Section 37C-1, Management Compensation Plan - Management Classified, effective September 1, 2025. (Fiscal Impact: Net Zero; General Fund; Budgeted; Discretionary)

## BACKGROUND

The Sheriff contracts to provide policing services for annual events, including festivals such as BottleRock and La Onda. The Lieutenant classification is required to provide services for these special events on two occasions: when the contract specifies the presence of a Lieutenant, or when Deputy Sheriffs are unable to fill the shifts, necessitating a Lieutenant to be ordered to work within 72 hours of the event.

A special event stipend was requested by the Sheriff's Office to compensate the Lieutenant classification, which is exempt from overtime under the Fair Labor Standards Act. The payment of this stipend has no fiscal impact on the County, as these amounts are included in the event contracts and are paid for by the contractor.

The proposed stipend totals $400 for a shift less than four hours, $600 for a shift of four to eight hours, and $800 for a shift exceeding eight hours. Expenses will be reimbursed by the event contractor.

Requested Action:

Adopt a resolution to amend the Napa County Policy Manual Part I Section 37C-1, Management Compensation Plan - Management Classified, to include a contract event stipend for the Lieutenant classification, effective September 1, 2025.

## FISCAL & STRATEGIC PLAN IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Consequences if not approved: | Lieutenants would not be monetarily compensated for work performed at special events. |

## 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. 2025-**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING COUNTY POLICY MANUAL PART I SECTION 37C-1, MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED, EFFECTIVE SEPTEMBER 1, 2025**

**WHEREAS,** Government Code Section 25300 provides that the Board of Supervisors shall provide for the number, compensation, tenure, appointment and conditions of employment of county employees and that such action may be taken by ordinance or resolution; and

**WHEREAS,** the Chief Human Resources Officer recommends that the County revise County Policy Manual Part I Section 37C-1, Management Compensation Plan – Management Classified, as set forth in Exhibit "A";

**NOW, THEREFORE, BE IT RESOLVED,** that the Napa County Board of Supervisors hereby approves the changes to the County Policy Manual Part I Section 37C-1, Management Compensation Plan – Management Classified, effective September 1, 2025, as set forth in Exhibit "A."

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 23rd day of September 2025, by the following vote:

AYES: SUPERVISORS _____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By*: Susan B. Altman*, Deputy<br><br>Date: September 5, 2025 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date:<br><br>Processed By:<br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By:_____ |
|---|---|---|

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
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Revised 5-21-24 (eff 5-25-24); Resolution 2024-49
**Revised 12-17-24 (eff 12-21-24); Resolution 2024-138**

# NAPA COUNTY
# MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED

## Scope

The following sets forth the respective supplemental fringe benefits accorded to Management Classified positions. Only those County Employee positions that have been designated as Management Classified by formal action of the Board of Supervisors are eligible to receive these respective supplemental fringe benefits. A current listing of those Employee positions are set forth in Attachment 1, Part A and incorporated herein by reference. The supplemental fringe benefits are in addition to any benefits afforded in accordance with the current Memorandum of Understanding

between the County and the Napa Association of Public Employees, SEIU, Local 1021 – Public Services Employee Supervisory Unit.

**I. Definitions**

For purposes of this policy, the following definitions shall apply:

A. Employee: Any person employed by the County, as reflected in the Departmental Allocation List.

B. Retired Employee: An Employee who has separated from active, permanent service for the purpose of retiring. It is presumed an Employee has retired if an application has been filed pursuant to a defined benefit plan such as the California Public Employees' Retirement Law, the County Employees Retirement Law of 1937, or any other similar private or public defined benefit program. In all other cases, documentation that demonstrates to the satisfaction of the Director of Human Resources that the Employee has separated from active employment for the purposes of retirement must be provided.

C. Management Classified: Those Employees designated by the County as being responsible for the formulation of program objectives, the development of policies and procedures for program accomplishment, or supervision of the implementation of County policies and programs generally (See Attachment 1, Part A).

D. Dependents: Refers to only the following: (a) the Employee, (b) the spouse of the Employee and (c) Employee's registered domestic partner as defined under California law and (d) the children of the Employee, provided they are considered dependents for purposes of the Internal Revenue Code. For purposes of health, vision, or dental care, dependents are also children who are not considered dependents for purposes of the Internal Revenue Code but are dependents as defined in the health, vision, or dental plan the Employee has selected. "Child" or "Children" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person *in loco parentis* who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability. A grandchild of an Employee does not qualify as a dependent unless they are adopted, a foster child, a legal ward, or dependent adult of the Employee.

E. Years of Service: Date of hire through separation date.

F. Memorandum of Understanding (MOU): The collective bargaining agreement between the County and NAPE/SEIU Local 1021 – Public Services Employee Supervisory Unit which establishes the terms and conditions of employment for the represented positions identified within said agreement.

G. County: County of Napa.

H. Plan: The Management Compensation Plan – Management Classified of Napa County as it may be amended from time to time.

I. Comparable Jurisdictions: The counties of Solano, Sonoma, Marin, Contra Costa, Santa Cruz, and the City of Napa.

## II. Management Classified Employees

A. Management Classified Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph, year is defined as fiscal year provided, however, the Director of Human Resources is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Classified position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment. Part-time employees shall receive this benefit on a pro-rata basis (in the same ratio as their part-time employment relates to full-time employment).

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash- out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II.A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's

current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

| VACATION LEAVE ACCRUAL SCHEDULE | |
|---|---|
| **Years of Continuous County Services** | **Hours of Vacation Accrued Per Pay Period** |
| | |
| Date of Hire through Year 9 | 4.8 hours |
| Years 10 through 14 | 6.2 hours |
| Years 15 through 19 | 7.2 hours |
| Years 20 through 29 | 8.0 hours |
| 30 years or more | 9.0 hours |

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

    (a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

    (b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

        i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

        ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

        iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Accountant-Auditor Manager, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

~~18.~~19. Contract Event Stipend. Effective September 1, 2025, a Management Classified Employee in the classification of Lieutenant, required to work a contract event, e.g., BottleRock, La Onda, etc., with less than a 72-hour notice (or contracted as the incident commander) will be paid a one-time stipend of $400 if assigned to work less than (4) hours, $600 if assigned four (4) to less than eight (8) hours, or $800 if eight (8) hours or more.

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B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70,

the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

**Attachment 1**
**Part A**

**MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST**

**MANAGEMENT CLASSIFIED CLASSES:**

Accountant-Auditor Manager
Acting Deputy Director of HHSA – Child Welfare Services Director
Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Purchasing Agent
Assistant to the Public Administrator/Guardian/Conservator

Benefits Administrator

Captain
Chief Administrative Coordinator
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Community and Intergovernmental Affairs Analyst I
Community and Intergovernmental Affairs Analyst II
Correctional Lieutenant ●
Corrections Administrative Manager

Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Health Manager
Environmental Management Coordinator

**MANAGEMENT CLASSIFIED CLASSES:** (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Mental Health Manager

Natural Resources Conservation Manager

Principal Human Resources Analyst
Probation Services Program Manager
Project Manager
Public Health Manager
Public Works Superintendent
Public Works Administrative Manager
Purchasing Manager

Records Information Manager
Regional Medical Services Administrator

Safety Officer
Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

Revised: April 14, 2009; Resolution 09-38
Revised: June 23, 2009; Resolution 09-82
Revised: June 30, 2009 (eff 7-11-09); Resolution 09-93
Revised: November 10, 2009; Resolution 09-149
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A. Management Classified Employees of the County who are not retired shall be accorded the following:

1. Eighty (80) hours of management leave credited at the beginning of each year (for purposes of this paragraph, year is defined as fiscal year provided, however, the Director of Human Resources is authorized to implement a change to calendar year to be in compliance with IRS guidelines). Should the initial appointment of an employee to a Management Classified position occur after the beginning of the year the Employee shall receive this benefit prorated in proportion to the number of months remaining in that year from the time of appointment. Part-time employees shall receive this benefit on a pro-rata basis (in the same ratio as their part-time employment relates to full-time employment).

2. The right to cash-out up to eighty (80) hours of management leave each calendar year, as defined in paragraph 1 of Part II.A. and be paid out at an employee's current hourly rate. Employees may take this cash-out in two payments of forty (40) hours each, provided, however, that a minimum of forty (40) hours of vacation leave must be used during that same year and the employee must have at least eighty (80) total hours of accrued vacation leave time remaining in their vacation time off after the leave bank cash-out. Prior to requesting the second forty (40) hour cash- out, the employee must use an additional forty (40) hours of accrued vacation leave during that same year and have at least eighty (80) hours of accrued vacation leave time remaining in their vacation time after the employee's cash-out. This provision, including the eligibility requirements, is independent and separate from any other leave cash-outs afforded to an employee.

3. Accrual of vacation leave beginning at the rate of 4.8 hours per bi-weekly pay period, or accrual of vacation leave at the rate determined in accordance with paragraph 4 of Part II.A. (below) of this Plan, or for existing employees promoting to a management position, accrual of vacation leave at the Employee's

current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification or promotion. Thereafter, the accrual rate will be adjusted as set forth below.

| VACATION LEAVE ACCRUAL SCHEDULE | |
|---|---|
| **Years of Continuous County Services** | **Hours of Vacation Accrued Per Pay Period** |
| | |
| Date of Hire through Year 9 | 4.8 hours |
| Years 10 through 14 | 6.2 hours |
| Years 15 through 19 | 7.2 hours |
| Years 20 through 29 | 8.0 hours |
| 30 years or more | 9.0 hours |

4. In the case of Management Classified Employees who were previously employed by a city, county (other than Napa County), special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the County Executive Officer; in accordance with the Vacation Leave Accrual Schedule set forth in paragraph 3 of Part II.A. (above), based upon the new Employee's total prior years of public service. Proof of prior public service will be required within two weeks of employment. Work performed for a public agency as a consultant or independent contractor, rather than as an employee, shall not be taken into account by the County Executive Officer in approving a vacation leave accrual rate exceeding 4.8 hours per bi-weekly pay period.

   (a) Effective July 21, 2012, any current employee who was originally hired as a Management Classified Employee, who would have qualified for this benefit at the time of their employment, will from this date forward, be afforded the appropriate level of accrual under this section. Effective June 22, 2024, any current Management Classified employee who would have qualified for this benefit at the time of their promotion to management, will from this date forward, be afforded the appropriate level of accrual under this section.

5. The right to accumulate a maximum of 536 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

6. The right, upon separation, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

7. Reimbursement of the actual cost of meals if, during the course of their regular duties, the Employee attends a meeting at which a meal is served.

8. Short Term and Long Term Disability:

(a) The Employee is entitled to Short Term and Long Term Disability Coverage under this section whenever the employee due to health reasons is unable to perform the essential duties of their position. This insurance is paid for by the County on behalf of employees. The following is a summary of the benefits, however for a complete list of benefits and eligibility requirements, please refer to the plan documents:

i. Short Term Disability insurance with a maximum weekly payment of 66.67% of the Employee's current salary up to a maximum of $2,000 per week with a 7 day waiting period and coverage for up to 13 weeks.

ii. Long Term Disability insurance with a maximum monthly payment of 66.67% of the Officer or Employee's current salary up to a maximum of
$10,000 per month with a 90 day waiting period and coverage for 24 months; any disability coverage beyond 24 months would be in accordance with the certificate of coverage.

iii. Employees must use available sick leave to coordinate with this benefit. When their available sick leave is exhausted, an employee may use other available leave balances to coordinate with this benefit. Employees may coordinate available leave time (sick, vacation, etc.) for up to one year (26 pay periods). The gross salary of an employee using accrued sick leave, or other paid time off, shall be reduced by the Disability benefits received. Human Resources shall coordinate this leave usage in accordance with its rules and procedures for all employees.

iv. An employee shall earn sick leave and vacation benefits and service credit for seniority and merit/step increases during any full bi-weekly pay period in which they receive Disability benefits in proportion to the time an employee is in a County paid status. The paid status of an employee is determined by worked time as well as any accrued sick leave, or other paid time off the employee is using to coordinate with the Disability benefits received. The sick leave and vacation accrual rates and adjustments for service credit for seniority and merit increases shall be provided in accordance with Human Resources rules and procedures for all employees.

9. Basic Term Life and Accidental Death and Dismemberment group life insurance in the amount of $50,000 with the premium paid by the County.

10. The option to enroll in the group Supplemental Life and Accidental Death and Dismemberment insurance plan ("Supplemental Life insurance") and elect coverage in increments of $10,000 up to a maximum of the lesser of five (5)

times the Employee's salary or $200,000. An employee may purchase Supplemental Life Insurance for their spouse/domestic partner and/or dependent children. Spouse/domestic partner – Supplemental Life insurance can be purchased in increments of $10,000 up to $100,000. Dependent children – Supplemental Life insurance can be purchased for $1,000 (birth to six months) or for $10,000 (six months to age 19).

11. Unlimited accrual of sick leave.

12. Deferred Compensation Plan (IRC 457)/Retirement Savings Account Plan (IRC 401(a)):

(a) 457 Deferred Compensation Plan (pursuant to Internal Revenue Code Section 457). Eligible Employees and Officers may voluntarily defer an amount up to the maximum as defined by IRS guidelines on a pre-tax basis.

(b) 401(a) Retirement Savings Account (pursuant to Internal Revenue Code Section 401(a)).

i. Employees must enroll in a 401(a) Retirement Savings Account Plan in order to become eligible for an employer match as set forth in subparagraph 12(b)(ii) below.

ii. Eligible Employees, who enroll in the 457 deferred compensation plan as referenced in subparagraph 12(a) and also enroll in a 401(a) Retirement Savings Account Plan, will be eligible for an employer match of up to $1,000 paid into a pre-tax sub-account of each eligible employee. This provision for an employer match is subject to the annual approval of the Board of Supervisors.

iii. In addition, within thirty (30) days of hire, an Employee or Officer, who is eligible as defined by IRS guidelines, may also voluntarily make an irrevocable election of salary contribution to a 401(a) Retirement Savings Account Plan on a pre-tax basis.

13. Safety/Hazard Premium Pay. PERS eligible safety employees, as defined in California Public Employees Retirement Law, Code Section 20438, in the classification of Probation Services Program Manager, Juvenile Hall Superintendent, or Assistant Juvenile Hall Superintendent shall receive five percent (5%) hazard premium pay.

14. Safety Uniform Allowance. A Management Classified Employee in the classification of Captain and Lieutenant shall receive Uniform Allowance in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

15. Correctional Uniform Allowance. A Management Classified Employee in the classification of Correctional Lieutenant shall receive Uniform Allowance in the amount specified for Correctional Officers in the Memorandum of Understanding between the County and the Public Services Employee Unit.

16. POST Educational Incentive Pay. A Management Classified Employee in the classification of Captain, Lieutenant, or Chief District Attorney Investigator shall be eligible for POST Educational Incentive Pay in the amount specified in the Memorandum of Understanding between the County and the Deputy Sheriffs' Association Law Enforcement Unit.

17. CPA Premium Pay. A Management Classified Employee in the classification of Accountant-Auditor Manager, Chief Fiscal Officer-HHSA or Deputy Chief Fiscal Officer - HHSA who has a current California Certified Public Accountant Certificate shall receive five (5) percent more than their standard hourly rate.

18. Board Certified Physician or Staff Child Psychiatrist. A Management Classified Employee in a classification that requires the incumbent to be a licensed physician, and who is currently board certified by the American Board of Medical Specialties, shall receive five percent (5%) premium pay; or a Management Classified Employee in the classification of Staff Psychiatrist who has completed a Fellowship in Child Psychiatry and has been designated by the Director to provide child psychiatric services shall receive five percent (5%) premium pay. A Management Classified employee may receive no more than five percent (5%) premium pay under either of the above provisions.

19. Contract Event Stipend. Effective September 1, 2025, a Management Classified Employee in the classification of Lieutenant, required to work a contract event, e.g., BottleRock, La Onda, etc., with less than a 72-hour notice (or contracted as the incident commander) will be paid a one-time stipend of $400 if assigned to work less than (4) hours, $600 if assigned four (4) to less than eight (8) hours, or $800 if eight (8) hours or more.

B. Retired Management Classified Employees shall be accorded the following:

1. The right, upon separation from county service for purposes of retirement, to receive payment of a sum equal to the number of hours of vacation leave the Employee has accrued times the Employee's current hourly rate of pay.

2. The right to continued coverage, at their own expense, upon retirement with eight (8) or more years of County service, of the following:

   (a) Inclusion in the group term life insurance policy maintained by the County with a face amount of $5,000 decreasing to $2,500 at age 65. At age 70,

the face amount of said term life insurance decreases to $1,500.

(b) Dental and vision coverage for the retired member and dependents.

Payment for these life insurance, dental and vision coverages shall be made to the Treasurer's office monthly in advance of receipt of benefits.

3. Retiree Health Benefits – General Provisions

Benefits elected by eligible Management Classified Employees under paragraphs 4 and 5 of Part II. B. of this Plan are subject to the following provisions:

(a) The County's reimbursement for health coverage shall be deemed to include the County contribution for such retirees as mandated under the California Public Employees Medical & Hospital Care Act ("PEMHCA").

(b) The County shall initially reimburse for coverage only in the health or dental plan in which the Employee was enrolled on their last day of active permanent service with the County; with the exception that the employee if eligible must enroll in a Medicare supplemental plan; provided, however, that any health plan currently available to active county employees may be selected by said retired Management Classified Employee during any county open enrollment period. If the health or dental plan of said Employee has been abandoned or replaced, then the Retired Employee may select another health or dental plan offered by the County in whatever manner the County determines will result in continual coverage.

(c) Reimbursement provided under paragraphs 4 or 5 of Part II. B. may be applied to the Employee's Medicare Part B premium, so long as it meets the other requirements of the applicable paragraph. This shall include Medicare Part B premiums subject to the Income-Related Monthly Adjustment Amount (IRMAA) as determined by the Social Security Administration.

(d) Notwithstanding the provisions of subparagraph 3(b) above, a Retired Employee is subject to all laws and regulations and rules that govern their participation in a carrier's health plan, including, but not limited to, requirements under PEMHCA, the federal Medicare Act and the carrier's health plan.

(e) Retirement for the purposes of the benefits afforded under paragraphs 4 or 5 of Part II. B., means an Employee who has both separated from active permanent service with the County and has filed documents with the California Public Employees Retirement System ("PERS") to begin receiving monthly benefits within the time period specified under PERS law (e.g. currently one hundred and twenty (120) days from the date of separation).

(f) To the extent any provision of this paragraph 3 is inconsistent with or in conflict with provisions under paragraphs 4 or 5 of Part II. B. of this Plan, the provisions of the latter paragraphs shall prevail.

4. Use of Sick Leave for Health or Dental Benefits

(a) A Management Classified Employee may elect at retirement to apply accumulated sick leave, up to a maximum of one thousand eight hundred (1,800) hours, towards either health or dental coverage. To be eligible for this benefit Employees must have at least 120 hours of sick leave at retirement. The employee may elect either of the following:

i. For each eight (8) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month single-party coverage (in an amount up to the then current single-party rate for the health or dental plan most commonly enrolled in by active employees); or

ii. For each sixteen (16) hours of accumulated sick leave, County reimbursement toward the cost of one (1) month of single-party-plus-one-dependent coverage (in an amount up to the then current single-party-plus-one rate for the health or dental plan most commonly enrolled in by active employees).

This paragraph 4 shall not apply to eligible Employees who elect the health benefits provided in paragraph 5, of Part II. B. of this Plan.

5. Health Benefits for Long-Term County Service

(a) A Management Classified Employee may elect County reimbursement for the cost of single party health coverage to age 65 (in an amount up to the then current single-party rate for the health plan most commonly enrolled in by active employees) if retiring with the equivalent of twenty (20) years or more of continuous full-time service with the County (including time employed in other than a Management Classified position).

(b) This paragraph 5 shall not apply to eligible Employees who elect the health benefits provided in paragraph 4 of Part II. B. of this Plan.

**Attachment 1**
**Part A**

## MANAGEMENT COMPENSATION PLAN – MANAGEMENT CLASSIFIED ELIGIBILITY LIST

**MANAGEMENT CLASSIFIED CLASSES:**

Accountant-Auditor Manager
Acting Deputy Director of HHSA – Child Welfare Services Director
Aging & Disability Program Manager
Assistant Agricultural Commissioner/Sealer of Weights and Measures ▲
Assistant Airport Manager
Assistant Juvenile Hall Superintendent
Assistant Manager – Quality Management
Assistant Public Administrator/Guardian/Conservator
Assistant Public Works Superintendent
Assistant Purchasing Agent
Assistant to the Public Administrator/Guardian/Conservator

Benefits Administrator

Captain
Chief Administrative Coordinator
Chief Deputy County Counsel**
Chief Deputy Public Defender***
Chief District Attorney Investigator
Community and Intergovernmental Affairs Analyst I
Community and Intergovernmental Affairs Analyst II
Correctional Lieutenant ●
Corrections Administrative Manager

Deputy Agricultural Commissioner/Sealer of Weights & Measures
Deputy Chief Fiscal Officer – HHSA
Deputy County Counsel I **
Deputy County Counsel II**
Deputy County Counsel III**
Deputy County Counsel IV**
Deputy Director of HHSA – Self Sufficiency Services Programs ◆
Deputy Fire Marshal

Emergency Medical Services Administrator
Environmental Health Manager
Environmental Management Coordinator

**MANAGEMENT CLASSIFIED CLASSES:** (continued)

Facilities Superintendent – Public Works Department
Flood Project Analyst

Geographic Information Officer

Health & Human Services Analyst
Health Records Information Manager
Housing and Community Development Program Manager
Human Resources Analyst I
Human Resources Analyst II

Information Systems Manager (Positions filled on or after December 4, 2018 will be designated as "at-will" Management Non-Classified (Other))

Labor Relations Officer
Legal Office Manager
Lieutenant

Mental Health Manager

Natural Resources Conservation Manager

Principal Human Resources Analyst
Probation Services Program Manager
Project Manager
Public Health Manager
Public Works Superintendent
Public Works Administrative Manager
Purchasing Manager

Records Information Manager
Regional Medical Services Administrator

Safety Officer
Self Sufficiency Manager
Senior Flood Project Analyst
Senior Human Resources Analyst
Sheriff's Administrative Manager
Staff Psychiatrist
Staff Services Manager
Stormwater Program Manager

Watershed and Flood Control Operations Manager

* Any Management II/Senior/Principal Analyst flexibly staffed position filled prior to July 16, 2005, is designated Management Classified until such time that the position becomes vacant.

** Positions filled prior to February 27, 2007 will remain Management Classified

*** Positions filled prior to May 31, 2008 will remain Management Classified

▲ Positions filled on or after July 11, 2009 will be designated "at-will" Management Non-Classified (Other)

● Positions filled on or after January 7, 2013 will be designated "at-will" Management Non-Classified (Other)

◆ Positions are currently filled. The changes to the Management Compensation Plan will become effective for positions filled on or after March 28, 2015

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1512

**TO:** Board of Supervisors

**FROM:** Tracy Schulze - Auditor-Controller

**REPORT BY:** Georgina Panganiban - Deputy Auditor-Controller

**SUBJECT:** 2025-26 Appropriation Limit for Lake Berryessa Resort Improvement District

## RECOMMENDATION

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution. (No Fiscal Impact)

## BACKGROUND

Article XIIIB of the California Constitution requires the Lake Berryessa Resort Improvement District establish an appropriation limit on an annual basis. The annual appropriation limit is calculated in accordance with Article XIIIB of the California Constitution and is the amount the District could spend that is funded by certain taxes and State subventions, while the revenue subject to that limit is the amount of revenue from those sources the District anticipates receiving in the fiscal year. The limit may be adjusted to account for such things as emergencies and is adjusted annually based on changes in the cost of living and population. The limit may also be adjusted by a vote of the electors of a particular local government agency. In certain instances when the revenue subject to the appropriation limit exceeds the limit itself, tax revenues are required to be returned to local taxpayers.

On March 5, 2024, residents held a special election to approve a new four-year appropriation limit base amount for the District. Measure U successfully passed and established the District's new appropriation limit of $510,000. The new limit is to be adjusted annually to the extent authorized by Article XIIIB, Section 1, for Fiscal Years 2025-26 through 2027-28.

The attached Resolution establishes the Fiscal Year 2025-26 appropriation limit of $546,804 and the revenue subject to that limit of $435,780.

Requested Action:

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Lake Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | The estimated appropriation limit is considered when preparing the District's Requested Budget. |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | No |
| Future fiscal impact: | The appropriation limit is required to be approved each fiscal year. |
| Consequences if not approved: | Failing to establish an appropriation limit each fiscal year would put the District in violation of the State Constitution. |

## 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. _____ (LBRID)**

**RESOLUTION OF THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, ESTABLISHING THE APPROPRIATION LIMIT FOR THE DISTRICT FOR THE 2025-2026 FISCAL YEAR**

**WHEREAS**, Article XIIIB of the California Constitution requires each entity of local government to annually establish an appropriation limit; and

**WHEREAS**, the annual appropriation limit generally cannot exceed the entity's appropriation limit for the prior year as adjusted for the change in the cost of living and the change in population, except as otherwise provided in Article XIIIB; and

**WHEREAS**, section 8(e)(2) of Article XIIIB requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction; and

**WHEREAS,** on March 5, 2024, the voters of the Lake Berryessa Resort Improvement District ("District") approved Measure U, setting the appropriation limit for the District at $510,000 for fiscal years 2024-2025 through 2027-2028, and which may be compounded and adjusted annually as authorized by section 1 of Article XIIIB of the California Constitution;

**NOW, THEREFORE, BE IT RESOLVED** by the governing board of the Lake Berryessa Resort Improvement District that the appropriation limit and the estimated revenue subject to the limit for the District for fiscal year 2025-2026 are as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| Lake Berryessa Resort Improvement District | $546,804 | $435,780 |

**BE IT FURTHER RESOLVED** that in determining the fiscal year 2025-2026 appropriation limit, the percentage change in California per capita personal income from the preceding year was used as the change in the cost-of-living factor for fiscal year 2025-2026.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the governing board of the Lake Berryessa Resort Improvement District at a regular meeting held on the 23rd day of September, 2025, by the following vote:

AYES: MEMBERS _____

_____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

_____
ANNE COTTRELL
Chair of the Governing Board

| APPROVED AS TO FORM<br>Office of District Counsel<br><br>By: *Ryan FitzGerald* (e-sign)<br>Deputy District Counsel<br><br>Date: September 11, 2025<br><br>PL No. 138713 | APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE LAKE BERRYESSA RESORT IMPROVEMENT DISTRICT<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Secretary of the District | ATTEST: NEHA HOSKINS<br>Secretary of the District<br><br>By: _____ |
|---|---|---|

A Tradition of Stewardship
A Commitment to Service

# AUDITOR-CONTROLLER
# INTER-OFFICE MEMO

Date: September 23, 2025

To: Board of Directors

From: Tracy A. Schulze
Auditor-Controller

Subject: **2025-2026 Appropriation Limit for Lake Berryessa Resort Improvement District**

Article XIIIB of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIIIB of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIIIB requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or

- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 1.01. Therefore, I am recommending the District's appropriation limit be calculated using change in the California per capita personal income from the preceding year.

**Cumulative Growth Factor Calculation Detail**

| California Per Capita Personal Income Calculation | | | | | | |
|---|---|---|---|---|---|---|
| California per capita personal income change | = | 6.44% | + | 1 | = | 1.06440000 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| Personal Income Growth Factor: 1.0644 multiplied by 1.00729418 = | | | | | | **1.07216393** |

| Non-residential New Construction Calculation | | | | | | |
|---|---|---|---|---|---|---|
| Non-Residential New Construction / Assessed Value Growth | = | $ - / $ 2,245,948 | + | 1 | = | 1.00000000 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| New Construction Growth Factor: 1. multiplied by 1.00729418 = | | | | | | **1.00729418** |

| Appropriation Limit Calculation Detail | |
|---|---|
| 2024 - 2025 Appropriation Limit | $ 510,000 |
| Multiplied by the Greater Growth Factor | 1.07216393 |
| 2025 - 2026 Appropriation Limit | $ 546,804 |

**Recommended Board Action**

Adopt the attached resolution establishing the appropriation limit for Lake Berryessa Resort Improvement District using the percentage change in California per capita personal income from the preceding year. The appropriation limit and revenue subject to the limit are as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| Lake Berryessa Resort Improvement District | $546,804 | $435,780 |

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1514

**TO:** Board of Supervisors

**FROM:** Tracy Schulze - Auditor-Controller

**REPORT BY:** Georgina Panganiban - Deputy Auditor-Controller

**SUBJECT:** 2025-2026 Appropriation Limit for Napa Berryessa Resort Improvement District

## RECOMMENDATION

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution. (No Fiscal Impact)

## BACKGROUND

Article XIIIB of the California Constitution requires the Napa Berryessa Resort Improvement District establish an appropriation limit on an annual basis. The annual appropriation limit is calculated in accordance with Article XIIIB of the California Constitution and is the amount the District could spend that is funded by certain taxes and State subventions, while the revenue subject to that limit are the amount of revenue from those sources the District anticipates actually receiving in the fiscal year. In certain instances when the revenue subject to the limit exceeds the limit itself, tax revenues are required to be returned to local taxpayers.

The attached resolution establishes the Fiscal Year 2025-26 appropriation limit of $457,265 and the revenue subject to that limit of $58,535 using the percentage change in the California per capita personal income from the preceding year calculated in the attached memo.

Requested Action:

Adopt a Resolution establishing the Fiscal Year 2025-26 appropriation limit and revenue subject to the limit for the Napa Berryessa Resort Improvement District as required by Article XIIIB of the California Constitution.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | The estimated appropriation limit is considered when preparing the District's recommended budget. |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | No |
| Future fiscal impact: | The appropriation limit is required to be approved each fiscal year. |

| | |
|---|---|
| Consequences if not approved: | Failing to establish an appropriation limit each fiscal year would put the District in violation of the State Constitution. |

## 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. _____ (NBRID)**

**RESOLUTION OF THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, ESTABLISHING THE APPROPRIATION LIMIT FOR THE DISTRICT FOR THE 2025-2026 FISCAL YEAR**

**WHEREAS**, Article XIIIB of the California Constitution requires each entity of local government to annually establish an appropriation limit; and

**WHEREAS**, the annual appropriation limit generally cannot exceed the entity's appropriation limit for the prior year as adjusted for the change in the cost-of-living and the change in population, except as otherwise provided in Article XIIIB; and

**WHEREAS**, section 8(e)(2) of Article XIIIB requires local governmental entities to select by a recorded vote of their respective governing bodies the methodology for determining the change in the cost-of-living factor, either the percentage change in California per capita personal income from the preceding year or the percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction;

**NOW, THEREFORE, BE IT RESOLVED** by the governing board of the Napa Berryessa Resort Improvement District ("District") that the appropriation limit and the estimated revenue subject to the limit for the District for fiscal year 2025-2026 are as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| Napa Berryessa Resort Improvement District | $457,265 | $58,535 |

**BE IT FURTHER RESOLVED** that in determining the fiscal year 2025-2026 appropriation limit, the percentage change in California per capita personal income from the preceding year was used as the change in the cost-of-living factor for fiscal year 2025-2026.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the governing board of the Napa Berryessa Resort Improvement District at a regular meeting held on the 23rd day of September, 2025, by the following vote:

AYES: MEMBERS _____

_____

NOES: MEMBERS _____

ABSTAIN: MEMBERS _____

ABSENT: MEMBERS _____

NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT, a special district of the State of California

_____
ANNE COTTRELL,
Chair of the Governing Board

| APPROVED AS TO FORM<br>Office of District Counsel<br><br>By: *Ryan FitzGerald* (e-sign)<br>Deputy District Counsel<br><br>Date: September 11, 2025<br><br>PL No. 138714 | APPROVED BY THE BOARD OF SUPERVISORS, AS THE GOVERNING BOARD OF THE NAPA BERRYESSA RESORT IMPROVEMENT DISTRICT<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Secretary of the District | ATTEST: NEHA HOSKINS<br>Secretary of the District<br><br>By: _____ |
|---|---|---|

A Tradition of Stewardship
A Commitment to Service

# AUDITOR-CONTROLLER
# INTER-OFFICE MEMO

Date: September 23, 2025

To: Board of Directors

From: Tracy A. Schulze
Auditor-Controller

Subject: **2025-2026 Appropriation Limit for Napa Berryessa Resort Improvement District**

Article XIIIB of the California Constitution requires the District to establish an annual appropriation limit. On June 5, 1990 the voters of California passed Proposition 111 that amended Article XIIIB of the State's Constitution relating to the calculation of a jurisdiction's appropriation limit.

One of the changes to Article XIIIB requires the Board of Supervisors to select one of two methodologies to determine the cost-of-living factor used in calculating the appropriation limit. The Board may select one of the following:

- The percentage change in California per capita personal income from the preceding year; or

- The percentage change in the local assessment roll from the preceding year due to the addition of local non-residential new construction.

Each year we calculate the appropriation limit using both factors and recommend to the Board the factor that is most beneficial to the District. When multiplied by the population change from the preceding year, the California per capita personal income growth factor is 1.07 versus the non-residential new construction growth factor of 1.01. Therefore, I am recommending the District's appropriation limit be calculated using change in the California per capita personal income from the preceding year.

**Cumulative Growth Factor Calculation Detail**

| California Per Capita Personal Income Calculation | | | | | | |
|---|---|---|---|---|---|---|
| California per capita personal income change | = | 6.44% | + | 1 | = | 1.06440000 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| Personal Income Growth Factor: 1.0644 multiplied by 1.00729418 = | | | | | | **1.07216393** |

| Non-residential New Construction Calculation | | | | | | |
|---|---|---|---|---|---|---|
| Non-Residential New Construction / Assessed Value Growth | = | $ - / $ 8,943,560 | + | 1 | = | 1.00000000 |
| Population Change within Napa County Incorporated | | | | | | |
| Population January 1, 2025 / Population January 1, 2024 | = | 112,686 / 111,870 | | | = | 1.00729418 |
| New Construction Growth Factor: 1. multiplied by 1.00729418 = | | | | | | **1.00729418** |

| Appropriation Limit Calculation Detail | | |
|---|---|---|
| 2024 - 2025 Appropriation Limit | $ | 426,488 |
| Multiplied by the Greater Growth Factor | | 1.07216393 |
| 2025 - 2026 Appropriation Limit | $ | 457,265 |

**Recommended Board Action**

Adopt the attached resolution establishing the appropriation limit for Napa Berryessa Resort Improvement District using the percentage change in California per capita personal income. The appropriation limit and revenue subject to the limit are as follows:

| | Appropriation Limit | Revenue Subject to Limit |
|---|---|---|
| Napa Berryessa Resort Improvement District | $457,265 | $58,535 |

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1533

**TO:** Housing Authority Commissioners

**FROM:** Jennifer Palmer, Executive Director

**REPORT BY:** Alex Carrasco, Project Manager

**SUBJECT:** Natural Systems Utilities CA, Inc. Agreement No. 260134B (NCHA)

## RECOMMENDATION

Approve and authorize Agreement No. 260134B (NCHA) with Natural Systems Utilities CA, Inc. for a maximum of $113,475 for the partial fiscal year October 1, 2025, through June 30, 2026, then increasing to $125,475 yearly, for the operation of public water systems, including water system inspection, testing, and maintenance at the Calistoga, River Ranch, and Mondavi Farmworker Centers and the related Budget Amendment. (Fiscal Impact: $113,475 Expense; Napa County Housing Authority Fund; Not Budgeted; Discretionary)

[4/5 vote required]

## BACKGROUND

The county-owned farmworker center public water systems have been operated by Environmental Aqua (dba Cal Aqua) for more than ten years. In May, Environmental Aqua's proposed budget for Fiscal Year 2026 included a 36% increase in operational expenses over the previous year. This increase is unsustainable and unfeasible for the program. To mediate the situation, Environmental Aqua's agreement was temporarily amended through September 30, 2025 as staff worked on a request for proposal (RFP). On July 21, 2025, the RFP was released, and the process has since been completed. Natural Systems Utilities CA, Inc. (NSU) is the winning bid. NSU was founded in 1984, with California operations beginning in the early 2010s. Today, NSU operates over 70 water and wastewater systems across California, including several in Napa County. NSU's proposal is fixed for three years, ensuring stability for the program during economic instability. Approval of this agreement allows the Napa County Housing Authority to have a contracted service provider for operation of three public water systems, including water system inspection, testing, maintenance, and non-routine services at the centers.

Requested Action:

1. Approve and authorize Agreement No. 260134-B (NCHA) with Natural Systems Utilities CA, Inc. for a maximum of $113,475 for the term October 1, 2025 through June 30, 2026, then $125,475 yearly through June 30, 2028.

2. Approve a Budget Amendment to increase appropriations of $29,688 in Water Treatment Services, offset with an increase in Transfers-In from County Service Area No. 4.

## FISCAL & STRATEGIC PLAN IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Where is it budgeted? | Housing Authority. Reference Board Item 25-1682 for Board of Supervisor authority related to CSA No.4. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | To ensure safe drinking water at County-owned farmworker centers and routine maintenance of public water systems. |
| Is the general fund affected? | No |
| Future fiscal impact: | The agreement provides fixed operational costs that will be incorporated into future budgets. |
| Consequences if not approved: | The water systems would be out of compliance with State law and the centers would be closed due to health and safety issues. |

## ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 260134B (NCHA)**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of October , 2025, ("Effective Date") by and between NAPA COUNTY HOUSING AUTHORITY, a Public Housing Authority pursuant to California Health and Safety Code section 34200 et seq., hereinafter referred to as "AUTHORITY," and Natural Systems Utilities-CA, Inc., whose address is 1070 Horizon Drive, Suite A, Fairfield, CA. 94533, hereinafter referred to as "CONTRACTOR."

**RECITALS**

A. WHEREAS, AUTHORITY wishes to obtain professional services, as authorized by Government Code section 31000, in order to provide routine and non-routine public water system operator services and maintenance for the three farmworker housing centers owned by AUTHORITY identified as: (1) the Calistoga Center located at 3996 St. Helena Highway, Calistoga, (2) the River Ranch Center located at 1109 Silverado Trail South, St. Helena, and (3) the Mondavi Center located at 5589 Silverado Trail, Napa.

B. WHEREAS CONTRACTOR was selected to provide professional services awarded by Request for Proposal (RFP) after a competitive process conducted pursuant to RFP #DHCS072501, and is willing to provide services to AUTHORITY under the terms and conditions set forth herein.

C. For good and valuable consideration, the sufficiency of which is acknowledged, AUTHORITY and CONTRACTOR agree as follows:

**AGREEMENT**

**ARTICLE I – SCOPE OF SERVICES**

**1.1 Scope of Services.** CONTRACTOR shall provide professional services to AUTHORITY as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by AUTHORITY (if any), and CONTRACTOR'S proposal or statement of qualifications.

**1.2 Schedule.** CONTRACTOR shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. CONTRACTOR shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

**1.3 Standard of Care.** CONTRACTOR represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. CONTRACTOR shall correct any professional services falling below this standard at its sole cost and expense, if notified by AUTHORITY within one year after completion of such services. This remedy is in addition to any other remedies that may be available to AUTHORITY in law or equity.

**1.4 Correction of Deficient Services.** CONTRACTOR shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven (7) days (unless another deadline is agreed to by the parties) of receipt of written notice from AUTHORITY. If CONTRACTOR fails to commence such steps within the seven day or other agreed-upon period, AUTHORITY may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to CONTRACTOR. If AUTHORITY takes such corrective action, CONTRACTOR shall be responsible for all reasonable costs incurred by AUTHORITY in performing such correction, including but not limited to the cost of AUTHORITY staff time and/or the amount paid to another contractor to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to CONTRACTOR's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies AUTHORITY may have regarding the CONTRACTOR's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in CONTRACTOR's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by CONTRACTOR in writing and approved by AUTHORITY.

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

## ARTICLE II – DURATION OF AGREEMENT

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2028, unless

terminated earlier in accordance with this Article.

**2.2 Suspension for Convenience.** AUTHORITY may suspend all or any portion of CONTRACTOR's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. AUTHORITY must give 10 days prior written notice to CONTRACTOR of such suspension. AUTHORITY may rescind the suspension prior to or at 60 days by providing CONTRACTOR with written notice of the rescission, at which time CONTRACTOR will be required to resume performance in compliance with the terms and provisions of this Agreement.

**2.3 Termination for Convenience.** AUTHORITY may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to CONTRACTOR. The termination of the Agreement shall be effective 30 days after receipt of the notice by CONTRACTOR. After receipt of notice of termination of all or any portion of the Agreement, CONTRACTOR shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of CONTRACTOR's affected performance under the Agreement. CONTRACTOR shall deliver to AUTHORITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by CONTRACTOR in performing this Agreement, whether completed or unfinished. CONTRACTOR may keep copies for its own records. AUTHORITY shall pay CONTRACTOR for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by CONTRACTOR in providing AUTHORITY with the data and documents required by this paragraph. CONTRACTOR shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** AUTHORITY may terminate this Agreement for default if CONTRACTOR fails to satisfactorily perform any material obligation required by this Agreement. Default includes CONTRACTOR's failure to timely provide services in accordance with the schedule. If CONTRACTOR fails to satisfactorily cure a default within 10 days of receiving written notice from AUTHORITY specifying the nature of the default, AUTHORITY may immediately terminate this Agreement, and terminate each and every right of CONTRACTOR, and any person claiming any rights by or through CONTRACTOR under this Agreement. The rights and remedies of AUTHORITY enumerated in this paragraph are in addition to and independent of AUTHORITY's rights under any other provision of this Agreement and any right or remedy available to AUTHORITY at law or in equity.

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

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

## ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** AUTHORITY shall pay CONTRACTOR for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** AUTHORITY shall pay CONTRACTOR according to the compensation and fee schedule set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by AUTHORITY if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall be set forth in the table below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

| Fiscal Year | Annual Total |
|---|---|
| 2025-2026 | $113,475 |
| 2026-2027 | $125,475 |
| 2027-2028 | $125,475 |

The maximum annual amount of the Agreement shall not be changed without a written amendment executed by both parties on a date subsequent to the effective date referred to on page one (1) of this Agreement.

**3.2 Payment Process.** CONTRACTOR may submit one invoice per calendar month, in arrears for services provided, to the Department of Housing & Community Services Project Manager (or their designee) who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include CONTRACTOR's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and

CONTRACTOR presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow CONTRACTOR to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** CONTRACTOR acknowledges that the term of this Agreement may extend over multiple AUTHORITY fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. AUTHORITY is not obligated to pay CONTRACTOR, nor is CONTRACTOR obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

**3.4 Price Adjustments.** After the first contract year, AUTHORITY may increase the unit prices or hourly rates in Exhibit "B" upon approval of CONTRACTOR's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. CONTRACTOR's written request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting CONTRACTOR, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. CONTRACTOR must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. AUTHORITY may only approve CONTRACTOR's request in writing. No price adjustments shall be adopted without a written amendment executed by both parties on a date subsequent to the effective date referred to on page one (1) of this Agreement. Increasing the unit prices or hourly rates pursuant to this paragraph shall not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

## ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, CONTRACTOR shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** CONTRACTOR shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, CONTRACTOR shall defend at its own expense, indemnify, and hold harmless AUTHORITY and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of CONTRACTOR or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of AUTHORITY. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent CONTRACTOR is providing the services of a "design professional" as defined in California Civil Code section 2782, AUTHORITY acknowledges that CONTRACTOR's obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

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

**5.4 Enforcement Costs.** CONTRACTOR shall reimburse any and all costs AUTHORITY incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** CONTRACTOR shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on Napa County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

**6.1.1** Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** CONTRACTOR shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by AUTHORITY employees or consultants.

## ARTICLE VII – COMPLIANCE WITH LAWS

**7.1 Compliance with Controlling Law.** CONTRACTOR shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. CONTRACTOR shall comply immediately with all directives issued by AUTHORITY or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** CONTRACTOR acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. CONTRACTOR hereby covenants that it presently has no interest not disclosed to AUTHORITY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. CONTRACTOR further warrants that it is unaware of any financial or economic interest of any public officer or employee of AUTHORITY relating to this Agreement. Violation of this paragraph by CONTRACTOR is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** CONTRACTOR shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. CONTRACTOR shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. CONTRACTOR shall indemnify and hold AUTHORITY harmless from any liability it may incur to the United States or the State of California if CONTRACTOR fails to pay or withhold, when due, all such taxes and obligations. If

AUTHORITY is audited for compliance regarding any withholding or other applicable taxes or amounts, CONTRACTOR shall furnish AUTHORITY with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from AUTHORITY.

## ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** CONTRACTOR shall provide AUTHORITY with access to CONTRACTOR's records which are reasonably necessary for AUTHORITY to review or audit CONTRACTOR's compliance with the provisions of this Agreement. CONTRACTOR shall provide such access within 10 business days after written request by AUTHORITY, either by providing copies of the requested records to AUTHORITY or allowing AUTHORITY to inspect and photocopy the records at CONTRACTOR's place of business where the records are kept. CONTRACTOR shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

| AUTHORITY | CONTRACTOR |
|---|---|
| Napa County Housing Authority<br>2751 Napa Valley Corporate Dr. Bld. B<br>Napa, CA 94558 | Natural Systems Utilities-CA, Inc.<br>1070 Horizon Drive, Suite A<br>Fairfield, CA 94533 |

**9.3 Independent Contractors.** CONTRACTOR and its subconsultants, if any, are independent contractors and not agents of AUTHORITY. Any provisions of this Agreement that may appear to give AUTHORITY any right to direct CONTRACTOR concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that CONTRACTOR shall follow the direction of AUTHORITY concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set

forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

9.4.1 This Agreement.
9.4.2 The Exhibits to this Agreement.
9.4.3 The RFQ or RFP issued by AUTHORITY.
9.4.4 CONTRACTOR's proposal or statement of qualifications.

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

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

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

**9.8 Confidentiality of Services.** All services performed by CONTRACTOR and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by CONTRACTOR, are for the sole use of AUTHORITY. Neither the documents nor their contents shall be released by CONTRACTOR or any subconsultant to any third party without the prior written consent of AUTHORITY. Contractor shall not disclose records or other information provided by AUTHORITY under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to CONTRACTOR, at the time it was disclosed to CONTRACTOR by AUTHORITY; (2)

subsequently become publicly known through no act or omission of CONTRACTOR; or (3) otherwise become known to CONTRACTOR other than through disclosure by AUTHORITY.

**9.9 Insolvency.** CONTRACTOR shall notify AUTHORITY if CONTRACTOR enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AUTHORITY contract numbers and contracting offices for all AUTHORITY contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

**9.15 Severability.** Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this

Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of CONTRACTOR to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time. Any work completed by CONTRACTOR in excess of the maximum contract amount will not be compensated.

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

**9.18 No Assignments.** CONTRACTOR may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without AUTHORITY's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at AUTHORITY's sole discretion. In no event shall any putative assignment create a contractual relationship between AUTHORITY and any putative assignee.

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

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

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

**IN WITNESS WHEREOF**, this Agreement is executed by AUTHORITY, acting by and through the DEPARTMENT OF HOUSING & COMMUNITY SERVICES, and by CONTRACTOR through its duly authorized officer(s).

Natural Systems Utilities-CA, Inc., a California Corporation

By Jennifer Cohn
JENNIFER COHN, CFO

Natural Systems Utilities-CA, Inc., a California Corporation

By _____
RICK PETROSINO, Vice-President

NAPA COUNTY HOUSING AUTHORITY,
a Public Housing Authority

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

**APPROVED AS TO FORM**
Office of County Counsel

By: *Corey S. Utsurogi (e-sign)*

Date: 9/4/25

**EXHIBIT A**
**SCOPE OF SERVICES**

**Commonly Used Acronyms**

AUTHORITY – Napa County Housing AUTHORITY

Centers – the Calistoga, River Ranch, and Mondavi Farmworker Centers

CCR - California Code of Regulations

NCEH – Napa County Environmental Health Division

PWS – Public Water System(s) or Water Systems (CA28-00035, CA28-00039, CA28-00040)

## I. Routine Operational and Regulatory Requirements

1. CONTRACTOR shall carry out the overall PWS operations and oversight responsibilities at the Centers to comply with the most current version of all state laws applicable to water systems, including but not limited to, the California Safe Drinking Water Act as contained in Division 104 of the California Health and Safety Code, and any regulations, standards, or orders adopted thereunder.
2. Operator Certification
    a. CONTRACTOR shall be a State Certified treatment and/or distribution operator in accordance with Chapter 13, Title 22, of the California Code of Regulations (CCR), and in accordance with the requirements of the Napa County Environmental Health Division (NCEH).
3. CONTRACTOR shall provide Certified Water Distribution Operator Services at a Grade D1 or higher, and T2 Treatment Operator or higher.
4. CONTRACTOR shall provide bilingual (Spanish/English) operators and technicians.
5. CONTRACTOR shall notify NCEH and AUTHORITY within 24 hours if there is an event that the PWS is aware of that may affect the ability of the treatment plant to produce safe, potable water including, but not limited to, bacteriological samples containing E. coli or fecal coliform in the source water or distribution system, spills of raw sewage near the source, water outages, or significant pressure losses, or hazardous chemical spills in the vicinity of the water system.
6. CONTRACTOR shall work with a State-Certified laboratory and request notification within 24 hours whenever the presence of total coliforms, fecal coliforms or E. coli is present in a sample, if sample is invalidated, and whenever the level of nitrate in a single sample exceeds the Maximum Contaminant Levels (MCL).
    a. CONTRACTOR shall ensure that a contact person is available to receive the analytical results 24-hours a day.

b. CONTRACTOR shall require the laboratory to immediately notify NCEH of any positive bacteriological results if the laboratory cannot make direct contact with the CONTRACTOR within 24 hours.

7. CONTRACTOR shall maintain an operational logbook. The operational logbook shall be updated at minimum once per week and maintained at the treatment plant site.
8. CONTRACTOR shall record all maintenance associated with the arsenic adsorption system (CA28-00039).
    a. Finished arsenic samples shall be collected monthly during normal operations, weekly if arsenic is detected, and daily if arsenic exceeds 9 ug/L. Results of this sampling shall be submitted electronically. CONTRACTOR shall notify NCEH and AUTHORITY within 48 hours if arsenic exceeds 9 ug/L.
    b. When adsorptive media from a column is replaced in one train the corresponding column media in the other train shall be changed. All treatment media shall be transported and disposed of in a manner consistent with all applicable laws.
    c. New arsenic adsorptive media shall be disinfected in accordance with American Water Works Association (AWWA) specifications and the manufacture's recommendations.
9. CONTRACTOR shall monitor chemical feed including checking and adjusting chlorination feed equipment and measuring free chlorine residuals by DPD method (CA28-00035)
    a. Chemical feed dosages shall be calculated weekly in units of milligrams per liter, or whenever a change in dosage is performed. (CA28-00035)
10. CONTRACTOR shall monitor disinfection byproduct in accordance with Chapter 15.5, Title 22, of the CCR.
11. In the event the current UV disinfection system is unable to adequately disinfect the water, as documented by the presence of coliform, CONTRACTOR shall install an alternative method of disinfection approved by NCEH. The current UV disinfection system, supplied with a site glass or an intensity meter, is approved only on a conditional basis. The UV system must have an automatic shut-off switch to stop the flow of water when the light goes out or the intensity drops below the required level. (CA28-00039 & CA28-00040).
    a. The UV light must be changed on an annual basis, at minimum, by the CONTRACTOR and an extra bulb must be kept on site. The system must be maintained per the manufacturer's recommendations.
    b. For effective disinfection, the filter must be able to produce water with less than 1 NTU.
    c. Each ultraviolet disinfection system must be fitted with flow restrictors that limit the flow to UV design flow. Valves shall be in place in order to isolate each unit.

12. CONTRACTOR shall maintain all treatment in accordance with manufacturer(s).
13. CONTRACTOR shall perform all bacteriological and chemical tests in compliance with the requirements of the California Drinking Water Standards to ensure the PWS is in compliance with all reporting requirements.
    a. Monthly bacteriological reports from an approved lab must be submitted to NCEH office no later than the 10th day following the sampling period. The bacteriological samples shall be collected from the location specified in the Bacteriological Sample Siting Plan.
    b. In the event of a positive routine sample, repeat sampling must be conducted in accordance with the PWS approved Bacteriological Sample Siting Plan and § 64424, Title 22 of CCR.
    c. CONTRACTOR shall perform additional bacteriological samples in accordance with § 64421, Title 22 of the CCR, under the following circumstances:
        i. after construction or repair of wells
        ii. after main installation or repair
        iii. after construction, repair, or maintenance of storage facilities
        iv. any system pressure loss to less than 5 pounds per square inch (psi). Samples collected shall represent the water quality in the affected portions of the system.
14. CONTRACTOR shall perform Chemical tests in compliance with the requirements of the California Drinking Water Standards to ensure the Center PWS are in compliance with all reporting requirements. All water sources shall be sampled in accordance with the chemical monitoring requirements in § 64400 through 64470, Title 22 of the CCR, and as directed by NCEH. Chemical monitoring samples must be taken prior to any treatment, unless otherwise specified by NCEH.
15. CONTRACTOR shall conduct Quarterly sampling:
    a. CA28-00039: Iron and manganese at the effluent of the treatment system;
    b. CA28-00035: Iron, manganese, odor, and turbidity at the effluent of the treatment system;
    c. CA28-00040: Iron, manganese at the effluent of the treatment system;
    d. All sampling results must be analyzed by a California Environmental Laboratory Accreditation Program certified laboratory.
16. CONTRACTOR shall perform lead and copper monitoring in accordance with Chapter 17.5, Title 22, of the CCR.
17. CONTRACTOR shall submit all sample results shall electronically to the state Division of Drinking Water database, as required.
18. CONTRACTOR shall ensure that all water supplied by the AUTHORITY for domestic purposes shall meet all Maximum Contaminant Levels (MCLs) and Action Levels (Als) established by the State Water Resources Control Board. If the water quality does not comply with the California Drinking Water Standards, treatment shall be provided to meet standards.

19. CONTRACTOR shall meter wells, and record water usage at least monthly. Accurate records of water usage shall be maintained and available upon request.
20. CONTRACTOR shall maintain a 2' x 2' concrete pad that slopes away from the wellhead in good condition for all wells. A non-threaded down-turned sampling tap shall be located on the discharge line between the wellhead and the check valve. Sampling taps used for obtaining samples for bacteriological analysis shall not have a screen, aerator, or other such appurtenance. Provisions must be made to allow the well to be pumped to waste with a waste discharge line that is protected against backflow. A down-turned, screened vent shall be installed for all wells.
21. CONTRACTOR shall keep wellhead clear of debris and the wellhead shall be protected from contamination.
22. CONTRACTOR shall conduct monitoring of the PWS treatment plant distribution system facilities at a minimum frequency of once per week.
23. CONTRACTOR shall inspect the interior and exterior of all storage facilities at least quarterly and records of their condition and the conditions of their vents and screens shall be maintained. Storage facilities shall be securely locked at all other times.
24. CONTRACTOR shall maintain and update the Operations Plan, Emergency Disaster Plan, Emergency Notification Plan, and Bacteriological Sample Siting Plan as needed. The Emergency Notification Plan shall include procedures for handling water quality emergencies and violations. In the event that a water system has any increase in coliform, CONTRACTOR is required to contact NCEH and AUTHORITY within 24 hours, and in the event of a violation, the CONTRACTOR is required to notify the users of the water system in writing (English and Spanish).
25. CONTRACTOR shall maintain the emergency backup power system to operate the PWS during power outage, and train onsite employees in the operation of the backup power system annually.
26. CONTRACTOR shall complete and distribute a Consumer Confidence Report to the AUTHORITY and users of the water system and the Certification Form shall be submitted to NCEH, as required in Title 22, Division 4, Chapter 15 of the CCR.
27. CONTRACTOR shall maintain a program for the protection of the domestic water system against possible backflow from premises having dual or unsafe water systems in accordance with the cross-connection regulations contained in the California Code of Regulations, Title 17, §s 7583 through 7605, and the Cross-Connection Control Policy Handbook adopted December 19, 2023 (California Health and Safety Code, § 116275(h)).
28. CONTRACTOR shall use only certified chemicals, materials, lubricants, and products that meet the specifications of American National Standard Institute/NSF International (ANSI/NSF) Standards 60 (direct additive) or 61 (indirect additive). (§ 64590 and 64591, Title 22 of the CCR).
29. CONTRACTOR shall maintain a flow meter at a location between each water source and the entry to the distribution system. (§ 64561, Title 22 of the CCR).

30. CONTRACTOR shall ensure PWS have adequate capacity to meet the system's maximum daily demand. The water system shall also have adequate storage capacity to meet the water system's maximum daily demand, unless the system can demonstrate that it has an additional source of supply or an emergency intertie that can meet the maximum day demand requirement. NCEH shall be notified within 24-hours of a water outage. (§ 64554, Title 22 of the CCR).
31. Installation or repairs of water mains and/or sewage mains shall be performed by CONTRACTOR in compliance with the requirements of § 64570, 64572, 64576, 64577, 64578, and 64580, Title 22 of the CCR.
32. Disinfection byproduct monitoring shall be performed by CONTRACTOR in accordance with Chapter 15.5, Title 22, of the CCR.
33. The distribution system shall be operated by CONTRACTOR in a manner that assures that the minimum operating pressure in the water main at the user service connection throughout the distribution system is not less than 20 psi at all times, per the requirements of § 64602, Title 22 of the CCR.
34. In accordance § 64585, Title 22 of the CCR, CONTRACTOR shall ensure all distribution storage tanks shall have at least one sample tap to enable representative sampling. All storage tank vents and other openings shall be constructed to prevent the entry of rainwater, runoff, birds, insects, rodents, or other animals.
35. CONTRACTOR shall maintain the PWS "as built" plans, maps, and drawings of the water system facilities in accordance with the requirements of § 64604, Title 22 of the CCR.
36. CONTRACTOR shall submit, as directed by NCEH, the Electronic Annual Report annually on the status and condition of the domestic water system.
37. CONTRACTOR shall maintain an NCEH approved backflow device between well and the irrigation system and between well and the fire supply system.
38. CONTRACTOR shall assist AUTHORITY in obtaining an annual permit to operate the water system in accordance with Napa County Code, Chapter 13.08.
39. CONTRACTOR PWS shall maintain records on all water quality complaints and system outage complaints received, both written and verbal, and correction action(s) taken. These records shall be retained for a period of five years. NCEH and AUTHORITY shall be contacted within 24-hours if the water system receives complaints related to potential waterborne disease. (§ 64470, Title 22 of the CCR)
40. CONTRACTOR shall complete the SAFER Clearinghouse report on a monthly basis.
41. CONTRACTOR shall represent the AUTHORITY in person during annual PWS inspections with NCEH to complete a Sanitary Survey and review the entire PWS and ensure safe operation, monitoring is up-to-date and the PWS is in compliance with State and Federal laws, rules, and regulations. A written report will be sent by NCEH with their findings and will note any items that need to be addressed. CONTRACTOR will directly address findings and/or work with AUTHORITY designee to address findings.

## II. Repairs

42. Prior to commencing any repairs under this agreement, CONTRACTOR shall:
    a. Provide a written scope of work outlining the specific tasks, deliverables, and timeline for the proposed work.
    b. Provide a comprehensive estimate of all costs associated with the proposed work, including labor, materials, equipment, and any other anticipated expenses.
    c. No work shall begin until the AUTHORITY has reviewed and provided written approval of both the scope of work and the cost estimate. Any work performed prior to receiving such written approval shall be considered unauthorized and may not be compensated.
43. If any repair work exceeds $25,000 in value, bonds will be required. No repair project over $55,000 may be authorized under this agreement. Repair work will not commence until authorized by the Executive Director of the Housing AUTHORITY or designee in writing.

## III. Hours

44. To the extent possible, all routine work will be performed between 7:00 am and 4:00 pm Monday through Friday, excluding holidays. Overtime occurs after 8 hours per day/40 hours per week. Double time occurs on Sundays and holidays, as well as after 10 hours per day or 44 hours in a week.
45. Emergency/Non-Routine response time within 2 hours of request made by AUTHORITY.

## IV. Center Operating Periods (subject to change)

46. From July 1st through June 30th, the Centers will operate (open for lodging) based on the following schedule:
    a. Calistoga Farmworker Center CA2800039– Closed mid November (Reopens late December)
    b. River Ranch Farmworker Center CA2800035 – Closed January (Reopens February)
    c. Mondavi Farmworker Center CA2800040 – Closed Mid November (Reopens late December)

## V. Scheduling

47. CONTRACTOR and AUTHORITY shall mutually establish a recurring schedule for routine services to be performed under this agreement. Each schedule shall include a description of specific service deliverables. Either party may request rescheduling of service with at least seventy-two (72) hours' notice. Emergency changes may be accommodated at the discretion of the other party.

## VI. Water Conservation

48. CONTRACTOR shall promote water conservation among residents. These efforts shall include English and Spanish education or resources.
49. CONTRACTOR shall offer tools or platforms that allow AUTHORITY and Center residents to monitor water usage.
50. CONTRACTOR shall provide personalized feedback or alerts for excessive consumption.
51. CONTRCTOR shall promote leak detection and timely repairs.

## VII. Presentations

52. At minimum, an annual presentation to the Napa County Housing Commission (an advisory board to the Board of Supervisors) on PWS performance and operations, regulatory compliance, maintenance and capital projects, financial and resource needs, emergency events, and customer service.
53. If requested by AUTHORITY, a presentation to the Napa County Housing Authority (Board of Supervisors) shall be provided by CONTRACTOR.

## VIII. Billing Documentation

54. As a condition for payment, CONTRACTOR shall submit detailed invoices accompanied by appropriate backup documentation. The documentation must include, but is not limited to:
    a. Itemized breakdown of routine services rendered
    b. Itemized breakdown of consumables
    c. Itemized breakdown of testing
    d. Dates and locations of service delivery
    e. Copies of relevant laboratory results (monthly, quarterly, annual)
    f. Well head meter reading
    g. SAFER Clearinghouse Reports (monthly)

## IX. Reporting Requirements:

55. CONTRACTOR shall assist AUTHORITY in meeting its State reporting obligations. CONTRACTOR will keep AUTHORITY staff apprised of PWS operations monthly or more frequently if conditions warrant.
56. CONTRACTOR shall ensure that any reports, and any deliverable to AUTHORITY be delivered in a manner to ensure non-discrimination and equal access to AUTHORITY services and digital properties such as websites, documents, and applications by persons with a disability under the Americans with Disabilities Act (ADA) and under § 508 of the Rehabilitation Act of 1973. Successful respondent

shall ensure that any deliverable, including but not limited to, reports, documents, videos, multimedia productions, live broadcasts and any and all other web content and information communications technology are fully accessible and in compliance with federal accessibility standards and laws and with Napa County's Web Content Accessibility Standards. Examples of accessibility measures include, but are not limited to, providing closed captions, video descriptions, and 508 compliant players.

**COMPLIANCE WITH GOVERNMENT CODE SECTION 7550.**

As required by Government Code section 7550, each document or report prepared by CONTRACTOR for or under the direction of AUTHORITY pursuant to this Agreement shall contain the numbers and dollar amounts of the Agreement and all subcontracts under the Agreement relating to the preparation of the document or written report. The Agreement and subcontract dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject of the Agreement or subcontracts, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

**Water System Name: NCHA Calistoga Farmworker Center**

**Water System Number:** CA 2800039
**Water System Classification:** Community
**Address:** 3996 St. Helena Hwy, Calistoga, CA
**Description:** The system is served by a single well and includes a Lead/Lag Arsenic Removal System. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. The service area consists of 4 service connections. Maximum daily demand of 6,000 gallons.
**Treatment:**

- Arsenic Treatment- Metsorb HRM223; Two Lead/Lag (A&B) units run in parallel. The CONTRACTOR will monitor the test results of the Arsenic levels and rebed each column when the media has broken down and is no longer working effectively. **Approximately 5-6 columns per year.**
- Two (2) - 5 micron disposable cartridge filters (4x20 5005 filters) to pretreat for the arsenic reduction treatment system. Flushed weekly. CONTRACTOR will monitor and replace filters as needed. **Approximately 2 filters every 2 months.**
- Bacteria – Two (2) Ultraviolet (UV) Sanitron 2400C units (40 gpm). Two (2) UV lamps and UV quartz sleeve. CONTRACTOR will monitor and replace UV lamps and UV Quartz sleeve as needed. **Approximately 2 lamps and 1 quartz sleeve per year.**
- Softener - CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and sulfur dioxide. KDF 85. Sulfur dioxide removal.
    - Salt is added to the water softener to reduce the hardness of the water. **Approximately 15 bags per month**.
    - Res-up Resin Cleaner. **Approximately 1 quart per month.**

**Storage:**

- Two (2) - 3,000-gallon polyethylene tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand which eliminates the requirement for a secondary water source (i.e., another well).

**Distribution System:**

- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 1.5Hp
- Piping – 2” PVC/Copper; age of material approximately 20 years (2005 construction)

**Water System Name: NCHA River Ranch Farmworker Center**

**Water System Number:** CA 2800035
**Water System Classification:** Community
**Address:** 1109 Silverado Trail South, St. Helena, CA
**Description:** This system is served by a single well. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. Maximum daily demand of 4,000 gallons.
**Treatment:**

- Softener- CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and sulfur dioxide.
    - Salt is added to the water softener to reduce the hardness of the water. **Approximately 15 bags per month.**
    - Res-up Resin Cleaner. **Approximately 1 quart per month.**
    - Sodium Hypochlorite. **Approximately 2 gallons per month**
    - Stenner Pump. Stenner tube (rebuild kit) on the chlorine injector check valve and peristaltic tube must be replaced to ensure continuous operation. **Approximately 1x per year.**

**Storage:**

- Two (2) - 3,000 gallon polyethylene tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand which eliminates the requirement for a secondary water source (i.e., another well).

**Distribution System:**

- There are two backflows and certification testing required on an annual basis by the SWRCB. The testing confirms no water is backflowing from irrigation or the fire tanks back into the potable water distribution system.
- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 5 Hp
- Piping – 2” PVC; age of material approximately 23 years (2002 construction)

**Water System Name: NCHA Mondavi Farmworker Center**

**Water System Number:** CA 2800040
**Water System Classification:** Community
**Address:** 5589 Silverado Trail, Napa, CA
**Description:** This system is served by a single well. The well serves approximately 70 occupants per day across two staff apartments, dorm units with congregate bathrooms, a commercial kitchen, laundry room, community garden, and a fire suppression system. Maximum daily demand of 5,230 gallons.
**Treatment:**

- Bacteria – UV Sanitron 2400C. Two (2) Ultra-violet (UV) lamps and UV quartz sleeve. CONTRACTOR will monitor and replace UV lamps and UV Quartz sleeve as needed. **Approximately 2 lamps and 1 quartz sleeve per year.**
- Particulates - Two (2) - 5 micron disposable cartridge filters (4x20 5005 filters) to pretreat fine sediment prior to UV disinfection units. CONTRACTOR will monitor and replace filters as needed. **Approximately 2 filters every 2 months.**
- Softener - CONTRACTOR will monitor and replace chemicals and media to treat hardness, iron, and manganese, particulates, and/or sulfur dioxide.
    - Salt is added to the water softener to reduce the hardness of the water. **Approximately 15 bags per month.**
    - Res-up Resin Cleaner. **Approximately 1 quart per month.**

**Storage:**

- Two (2) - 3,000 gallon poly tanks for treated water to meet the State Water Resources Control Board (SWRCB) Maximum Daily Demand and eliminate the requirement for a secondary water source (i.e., another well)

**Distribution System:**

- Pumps – 1 pressure zone; backup power is provided by a generator. A manual switch for the generator is onsite. Booster pumps capacity – 50 gpm
- Piping – 2” PVC; age of material approximately 20 years (2005 construction)

**EXHIBIT B**
**COMPENSATION AND FEE SCHEDULE**

AUTHORITY will pay CONTRACTOR in accordance with the fee schedule set forth in CONTRACTOR's proposal dated August 14, 2025, hereby incorporated into this Exhibit below.

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## 4. PRICING & RATE PROPOSAL

Natural Systems Utilities (NSU) is pleased to submit the following pricing proposal for the operation and maintenance of the Calistoga, River Ranch, and Mondavi Farmworker Center Public Water Systems. Our pricing reflects a fixed rate structure for the initial three-year term, in accordance with the RFP requirements. Each site has been evaluated individually based on its unique treatment systems, sampling requirements, and operational needs.

A detailed breakdown of costs per site—including labor for O&M and compliance reporting, sampling, and consumables is provided in the pricing sheet below. Each line item corresponds to the scope of work outlined in the RFP and includes estimated frequencies and quantities.

| | Y1 ($) | Y2 ($) | Y3($) | **3Y total ($)** |
|---|---|---|---|---|
| | | *Calistoga* | | |
| O&M services | $ 17,728.74 | $ 21,728.74 | $ 21,728.74 | $ 61,186.21 |
| Consumables* | $ 17,521.90 | $ 17,521.90 | $ 17,521.90 | $ 52,565.70 |
| Testing* | $ 3,789.85 | $ 3,789.85 | $ 3,789.85 | $ 11,369.55 |
| Non-routine** | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | $ 12,000.00 |
| *Subtotal* | *$ 43,040.48* | *$ 47,040.48* | *$ 47,040.48* | *$ 137,121.45* |
| | | *River Ranch* | | |
| O&M services | $ 10,586.43 | $ 14,586.43 | $ 14,586.43 | $ 39,759.30 |
| Consumables* | $ 11,762.40 | $ 11,762.40 | $ 11,762.40 | $ 35,287.20 |
| Testing* | $ 2,544.11 | $ 2,544.11 | $ 2,544.11 | $ 7,632.34 |
| Non-routine** | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | $ 12,000.00 |
| *Subtotal* | *$ 28,892.95* | *$ 32,892.95* | *$ 32,892.95* | *$ 94,678.84* |
| | | *Mondavi* | | |
| O&M services | $ 16,972.09 | $ 20,972.09 | $ 20,972.09 | $ 58,916.26 |
| Consumables* | $ 16,911.74 | $ 16,911.74 | $ 16,911.74 | $ 50,735.23 |
| Testing* | $ 3,657.88 | $ 3,657.88 | $ 3,657.88 | $ 10,973.63 |
| Non-routine** | $ 4,000.00 | $ 4,000.00 | $ 4,000.00 | $ 12,000.00 |
| *Subtotal* | *$ 41,541.71* | *$ 45,541.71* | *$ 45,541.71* | *$ 132,625.13* |
| **TOTAL** | **$113,475.14** | **$125,475.14** | **$125,475.14** | **$ 364,425.42** |

* consumables and testing are based solely on the minimum quantities and frequencies stated in the RFP, excess consumables and additional testing should they be required will be subject to additional charges beyond the above amounts. NSU is also open to having the Napa County Housing Authority retain control over the purchasing of consumables and laboratory fees instead, if so the above amount for consumables and testing can be directly subtracted and NSU's offer will consist solely of the base O&M services fees.

** added amounts for non-routine services at the Napa County Housing Authority's request dated 9/9/2025.

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**Assumptions**

- All pricing includes labor, travel, consumables, and reporting unless otherwise noted.
- Emergency responses and out of scope services are not included within the amounts above and will be priced separately on an as needed basis.

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natural systems utilities 2025 Rates

| Engineering | 2025 Rates |
|---|---|
| Chief Technical Officer (095) | $340.00 |
| Principal (100) | $315.00 |
| Principal Engineer (102) | $245.00 |
| Senior Managing Engineer (105) | $225.00 |
| Project Director (106) | $225.00 |
| Managing Engineer I (110) | $210.00 |
| Managing Engineer II (112) | $195.00 |
| Project Manager (TBD) | $195.00 |
| Senior Project Engineer I (115) | $180.00 |
| Senior Project Engineer II (116) | $170.00 |
| Associate Project Manager (118) | $160.00 |
| Sr. Designer (207) | $160.00 |
| Project Engineer I (120) | $155.00 |
| Project Engineer II (125) | $145.00 |
| Designer/CAD Tech I (210) | $140.00 |
| Designer/CAD Tech II (212) | $130.00 |
| Engineering Intern I (460) | $130.00 |
| Engineering Intern II (465) | $110.00 |
| Technical Assistant (200) | $105.00 |
| **Construction / Site Services** | **2025 Rates** |
| Construction Manager (400) | $240.00 |
| Construction Supervisor (405) | $179.00 |
| Construction Foreman (410) | $155.00 |
| Construction Coordinator (420) | $112.00 |
| Chief Inspector (PE/CM) (450) | $180.00 |
| Inspector (455) | $126.00 |
| **Administration** | **2025 Rates** |
| Administrative Intern (645) | $82.00 |
| Administrative Assistant (652) | $98.00 |
| | |
| | |

| Operations | 2025 Rates |
|---|---|
| Operations Officer (500) | $276.00 |
| Operations Director (501) | $225.00 |
| Field Services Director (503) | $225.00 |
| Operations Managing Engineer (504) | $184.00 |
| Site Services Supervisor (506) | $148.00 |
| Operations Manager (510) | $199.00 |
| Compliance Supervisor (514) | $165.00 |
| Compliance Coordinator (515) | $110.00 |
| Compliance Specialist(516) | $131.00 |
| OPSLead Oper (518) | $139.00 |
| Operations Supervisor (520) | $158.00 |
| Operations Coordinator (521) | $108.00 |
| Regional Operations Supervisor (522) | $173.00 |
| Operations Lead Operator (523) | $145.00 |
| W/WWTP Operator 5 (524) | $117.50 |
| W/WWTP Operator 4 (525) | $133.00 |
| W/WWTP Operator 3 (526) | $125.00 |
| W/WWTP Operator 2 (527) | $117.50 |
| W/WWTP Operator 1 (528) | $104.00 |
| Facility Maintenance Tech (529) | $124.00 |
| Field Service Technician I (550) | $134.00 |
| Field Services Lead Mechanical Tech (551) | $150.00 |
| Field Svces Lead PLC& Controls Tech (552 | $150.00 |
| Field Service Technician II (555) | $124.00 |
| Field Service Technician III (556) | $112.00 |
| Field Service PLC & Control Tech (557) | $144.00 |
| Field Services Lead Fabricator (558) | $145.00 |
| Field Services Fabricator I (559) | $128.00 |
| Field Services Fabricator II (560) | $113.00 |
| Field Services Laborer (565) | $95.00 |
| Fld Svc Crew Two Man Trk & Tools (578) | $350.00 |

| Other Services | | | |
|---|---|---|---|
| 20 ton Crane with operator and tender | $ 3600.00/day | 2 ton and under crane truck rental | $850/day |
| Court appearances, depositions, or professional testimony before Government authorities Case By Case | $250/hr minimum | Materials billed at cost plus 20% | |
| Confined Space Entry - 2 person minimum with safety equipment | $400/hr | Emergency Hours - any hours worked not considered regular hours 1.5 X Hourly Rate | |

natural systems utilities

Dated 8/22/2025.

| Lab testing ($/sample) | | |
|---|---|---|
| Bacteriological | $ | 54 |
| Arsenic | $ | 49 |
| Iron & Manganese | $ | 56 |
| Odor | $ | 32 |
| Turbidity | $ | 26 |
| **Chemicals** | | |
| Softener salt ($/bag) | $ | 13 |
| Resin cleaner ($/quart) | $ | 26 |
| Metsorb arsenic media ($/column) | $ | 1,149 |
| Sodium hypochlorite ($/gal) | $ | 6 |
| **Consumables** | | |
| UV kit (lamp, sleeve, o-ring) ($/kit) | $ | 575 |
| Cartridge filter ($/cartridge) | $ | 38 |
| Pump rebuild kit ($/kit) | $ | 128 |

Prices are exclusive of any labor for sampling or replacement.

**EXHIBIT C**
**INSURANCE REQUIREMENTS**

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. CONTRACTOR shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted or authorized to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of CONTRACTOR arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If CONTRACTOR owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If CONTRACTOR or CONTRACTOR's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by CONTRACTOR with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, CONTRACTOR shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, CONTRACTOR shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, CONTRACTOR shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of CONTRACTOR by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, proof of sufficient assets designated for

retention shall be provided to and approved by County. If such approval is not granted, the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## EXHIBIT D
## CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is "public works" subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. Contractor and any subcontractors shall comply with State prevailing wage laws including but not limited to the requirements listed below.

**D.1 Payment of Prevailing Wages.** Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction, including but not limited to inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including but not limited to all cleanup work at the jobsite.

**D.1.1** Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

**D.1.2** The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

**D.2 Penalties for Violations.** Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This is in addition to any other applicable penalties allowed under the California Labor Code.

**D.3 Payroll Records.** Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require all subcontractors to also comply with section 1776 to the extent they are performing public works. Contractor and all subcontractors shall furnish records specified in section 1776 on a monthly basis directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. Contractor and all subcontractors shall also furnish the records to County at County's request. Contractor shall ensure its subconsultants and subcontractors prepare and submit payroll records to the DIR and County as required by this paragraph.

**D.3.1** If Contractor and any subcontractors are exempt from the DIR registration requirement pursuant to paragraph D.9.3 below, then Contractor and any subcontractors are not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

**D.3.2** County may require Contractor and its subcontractors to prepare and submit records specified in section 1776 to County and the Labor Commissioner on a weekly basis, at no additional cost to County.

**D.4 Apprentices.** Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices on public works projects. Contractor is responsible for compliance for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n), and could be penalized for violations of its subcontractors pursuant to California Labor Code section 1777.7.

**D.5 Working Hours.** Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815. Contractor and all subcontractors shall restrict the time of service of any worker on a public works project to eight hours during any one calendar day and forty hours during any one calendar week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay. Violations are subject to penalties of $25 per worker per day pursuant to California Labor Code section 1813.

**D.6 Required Provisions for Subcontracts.** Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1813, and 1815.

**D.7 Labor Code Section 1861 Certification.** In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees. By signing the Agreement to which this is an exhibit, Contractor certifies that:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and

I will comply with such provisions before commencing the performance of the work of this contract."

**D.8 Compliance Monitoring and Enforcement.** This project is subject to compliance monitoring and enforcement by the DIR. County must withhold contract payments from Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

**D.9 Registration Requirements.** Contractor and any subcontractors shall not engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5.

**D.9.1** By signing the Agreement to which this is an Exhibit, Contractor is certifying that it has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5.

**D.9.2** County may ask Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and Contractor shall provide the list within ten (10) working days of County's request.

**D.9.3** The registration requirement does not apply on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work, or on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

**D.10 Stop Order**. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on all public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1231

**TO:** Board of Supervisors

**FROM:** Amanda Gibbs, Chief Probation Officer

**REPORT BY:** Ferlyn Buenafe, Probation Administration Manager

**SUBJECT:** Accept the 2025 Office of Traffic Safety (OTS) Intensive Probation Supervision DUI Grant

## RECOMMENDATION

Approve and authorize grant funding and Agreement No. 260057B with the Office of Traffic Safety to provide intensive probation supervision for high-risk felony and repeat DUI offenders. (Fiscal Impact: $205,000 Revenue; General Fund; Budgeted: Discretionary)

## BACKGROUND

Alcohol-impaired driving remains one of the biggest threats to public safety and well-being on roadways. Per the Office of Traffic Safety (OTS), in 2021, 1,370 people were killed in alcohol-involved crashes, a 16% increase from 2020, accounting for nearly a third of all traffic deaths in California (32%).

The OTS Grant provides funding for enforcement operations dedicated to stopping and arresting suspected impaired drivers, purchase of equipment such as breath testing devices, monitoring and treatment of high-risk DUI offenders, and youth education programs for high school and college students on the dangers and consequences of impaired driving.

In 2024, the Board accepted a $200,000 OTS Grant award to fund Probation staff dedicated to supervising high -risk felony and repeat DUI offenders; compliance sweeps; warrant services; data collection; alcohol testing; and resources (overtime) to partner with local law enforcement for warrant sweeps; DUI checkpoint operations; and ensure compliance with offenders' terms and conditions of supervision. Probation currently supervises over 400 DUI offenders. Acceptance of the Grant allows reimbursement for activities already performed by the Department.

Disbursement of Grant funds occurs on a reimbursement basis for costs incurred during a reporting period. Grantees must submit invoices and quarterly report.

Requested Action:

1. Approve and authorize grant funding and Agreement No. 260057B with the Office of Traffic Safety for a maximum contract amount of $205,000 for the term October 1, 2025, through September 30, 2026, to provide intensive probation supervision for high-risk felony and repeat DUI offenders.

## FISCAL & STRATEGIC PLAN IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Probation (1420000 |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The Grant is designed to reduce alcohol-impaired driving accidents and death on our roadways. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Funds will be budgeted accordingly in the succeeding fiscal year. |
| Consequences if not approved: | Probation will not receive funding to offset staff resources already performing eligible grant activities. |

## ENVIRONMENTAL IMPACT

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

State of California – Office of Traffic Safety
**GRANT AGREEMENT**

**GRANT NUMBER**
**AL26008**

**1. GRANT TITLE**
**Intensive Probation Supervision for High-Risk Felony and Repeat DUI Offenders**

**2. NAME OF AGENCY**
**Napa County**

**3. Grant Period**
From: 10/01/2025
To: 09/30/2026

**4. AGENCY UNIT TO ADMINISTER GRANT**
**Napa County Probation**

**5. GRANT DESCRIPTION**
The County Probation Department will work to reduce DUI related fatalities, injuries, and DUI recidivism. The high-risk, felony, and repeat DUI offenders will be held accountable through intensive supervision to ensure compliance with court ordered conditions of probation and to prevent re-arrest on new DUI charges. Supervision activities include: monitoring of treatment and DUI program participation, conducting office visits, unannounced fourth waiver searches, field visits, random alcohol/drug testing, distribution of DUI BOLOs, and participation with local law enforcement on anti-DUI efforts.

**6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $205,000.00**
Allocation is contingent upon availability of federal funds.

**7. TERMS AND CONDITIONS:** The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**8. Approval Signatures**

A. GRANT DIRECTOR
NAME: Craig Burch
TITLE: Assistant Chief Probation Officer
EMAIL: craig.burch@countyofnapa.org
PHONE: (707) 299-1619
ADDRESS: 212 Walnut Street
Napa, CA 94559

*(Signature)* *(Date)*

B. AUTHORIZING OFFICIAL
NAME: Anne Cottrell
TITLE: Board Supervisor
EMAIL: anne.cottrell@countyofnapa.org
PHONE: 7072534827
ADDRESS: 212 Walnut Street
Napa, CA 94559

*(Signature)* *(Date)*

C. FISCAL OFFICIAL
NAME: Ferlyn Buenafe
TITLE: Probation Administrative Manager
EMAIL: ferlyn.buenafe@countyofnapa.org
PHONE: (707) 253-4126
ADDRESS: 212 Walnut Street
Napa, CA 94559

*(Signature)* *(Date)*

D. AUTHORIZING OFFICIAL OF OFFICE OF TRAFFIC SAFETY
NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

*(Signature)* *(Date)*

APPROVED AS TO FORM
Office of County Counsel
By: _____
Date: 7/7/25

| E. ACCOUNTING OFFICER OF OFFICE OF TRAFFIC SAFETY | 9. SAM INFORMATION |
|---|---|
| NAME: Carolyn Vu<br>ADDRESS: 2208 Kausen Drive, Suite 300<br>Elk Grove, CA 95758 | SAM #: YLX2B1GBX891<br>REGISTERED ADDRESS: 1195 Third Street, Suite B10<br>CITY: Napa<br>ZIP+4: 94559-3035 |

**10. PROJECTED EXPENDITURES**

| FUND | CFDA | ITEM/APPROPRIATION | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|---|---|---|---|---|---|---|
| 164AL-26 | 20.608 | 0521-0890-101 | 2025 | 04/25 | BA/25 | $205,000.00 |

| | | |
|---|---|---|
| | **AGREEMENT TOTAL** | **$205,000.00** |
| | AMOUNT ENCUMBERED BY THIS DOCUMENT<br>**$205,000.00** | |
| *I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.* | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT<br>**$ 0.00** | |
| OTS ACCOUNTING OFFICER'S SIGNATURE / DATE SIGNED | TOTAL AMOUNT ENCUMBERED TO DATE<br>**$205,000.00** | |

## 1. PROBLEM STATEMENT

**Describe the city, county, or jurisdiction this grant will impact.**
The Napa County region, with a population of approximately 140,000 residents, encompasses the city of Napa and American Canyon, in addition to several smaller towns, including Yountville, St. Helena, and Calistoga. The region is renowned for its world-class wine industry, agriculture, scenic landscapes, and thriving tourism sector. While visitors are attracted to this scenic area, the rural nature of the roads coupled with a tourism industry centered around alcohol consumption led to a heightened risk for crashes involving DUI.

**Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).**
According to the recent information available in the California Office of Traffic Safety Rankings, in 2022, Napa County ranked 9 out of 58 counties with emerging or on-going traffic safety problem areas. From the 906 Total Fatal and Injury statistic, 168 were alcohol involved (approx. 19%). Napa County ranked 3 out of the 58 counties for this crash category. This represents an uptick in fatalities that Napa County law enforcement partners are committed to addressing. Over the last several years the Napa Police Department and Napa County Probation Department have leveraged resources from OTS to focus on DUI enforcement, and there is a commitment from agencies throughout the county to coordinate DUI enforcement efforts.

**Define the target population the grant intends to serve and how they are affected by the problem(s).**
The Napa County Probation Department currently supervises approximately 400 DUI offenders, which represents approximately 30% of adults under active supervision. With funds from OTS, the department established a specialized caseload in FFY 2024 to intensively supervise 50 of the highest risk cases and provide specialized support to other offenders on probation for DUI. These cases represent the greatest risk for DUI re-offense in the County and this resource is crucial to provide deliberate and intensive monitoring of this population. Additionally, the specific DUI focus fosters collaborative relationships with partner agencies where our team assists with joint DUI operations, and problem solves at a regular DUI roundtable meeting. To continue this work funding is needed to support DUI supervision and enforcement.

## 2. PERFORMANCE MEASURES

**A. Goals:**

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of DUI probationers arrested/cited for driving with suspended or revoked license.
4. Reduce the number of new DUI offenses by DUI probationers.

| **B. Objectives:** | **Target Number** |
|---|---|
| 1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release. | 1 |
| 2. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. | 12 |
| 3. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training. | 2 |
| 4. Conduct Warrant Service operation(s) targeting informal and/or formal DUI probationers who fail to comply with the terms and conditions of probation and/or other DUI suspects who fail to appear in court. | 3 |

| | |
|---|---|
| 5. Establish all grant-funded positions and train staff on defined roles and duties, including data collection and reporting requirements by October 31. | 1 |
| 6. Develop a written (and submit by October 31) "Operational Plan" to establish the method of operation and the policies applicable to carry out the activities of the DUI Probationer Supervision grant program. | 1 |
| 7. Utilize a risk or needs assessment tool to identify high-risk DUI offenders for placement on formal probation. Identify the specific risk or needs assessment tool utilized by the agency. | 4 |
| 8. Establish caseload(s) of high-risk DUI probationers each, for intensive supervision by October 31. | 1 |
| 9. Work with court officials and the prosecutor's office throughout the grant period to ensure the court establishes probation orders necessary to conduct and sustain intensive supervision of DUI probationers. | 4 |
| 10. Track and report alcohol monitoring days, and resulting violations of high-risk DUI probationers. | 4 |
| 11. Track and report probation violations and probation revocation proceedings for program participants who fail to abide by the terms and conditions of probation throughout the grant period. | 4 |
| 12. Make unannounced field contacts (anywhere other than in the office), without search, with DUI probationers. Note: Surprise contacts (field, home, work-site) with search are preferable to contacts without search. Field contacts without search should be reserved for situations when the individual does not have the search order as a condition of their probation or when other circumstances preclude conducting a search. Report number of activities completed on straight time hours only. | 40 |
| 13. Make unannounced field contacts (anywhere other than in the office) with search of DUI probationers body/property. Note: Surprise home contacts with search are the preferred method for ensuring compliance with court-ordered terms of probation. Report number of activities completed on straight time hours only. | 40 |
| 14. Make office contacts with DUI probationers. | 500 |
| 15. Conduct alcohol/drug tests of DUI probationers. | 300 |
| 16. Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy. | 4 |
| 17. Conduct Probation Compliance Check(s) to ensure current DUI probationers comply with the terms and conditions of probation. Note: Report number of activities completed on grant funded overtime only. | 12 |
| 18. Send law enforcement personnel to STC or POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, Beyond Bias, or Cultural Competency. | 1 |
| 19. Send law enforcement personnel to impaired driving related trainings, such as Psychology of Alcohol, Ignition Interlock Device training, and vendor specific Alcohol Monitoring Program training. | 1 |

**3. METHOD OF PROCEDURE**

**A. Phase 1 – Program Preparation (1st Quarter of Grant Year)**

- The Probation Department will hire grant-funded staff positions responsible for conducting supervision and other related duties.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with Buy America.
- The Risk Assessment tool will be purchased or developed, and staff will be trained on the use of the tool and the policies and procedures for identifying risk-levels and making caseload assignments.
- Staff will receive training and orientation related to the Department's Alcohol Monitoring Program (if applicable) and will begin working closely with the Alcohol Monitoring vendor to ensure a timely response to any violations by DUI offenders.

- A written operational plan will be developed and submitted. The plan will outline the Department's policies and procedures related to the DUI Probationer Intensive Supervision Program including participant criteria, how individuals are identified and selected for inclusion on the caseload, how risk assessment is conducted, how and why offenders are moved on and off the caseload, policies and procedures for office visits, drug/alcohol testing, field contacts, home searches, and court monitoring. The operational plan should include contact information for referrals to resources such as county mental health, treatment, rehabilitation and recovery, vocational training, job search and placement agencies. The operational plan should be written in a manner that allows it to serve as a manual for new or additional program staff working with the DUI supervision program.

Media Requirements

- Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate reasons to your OTS grant coordinator and OTS PIO.

**B. Phase 2 – Program Operations (Throughout Grant Year)**

- Staff should work with the court and District or City Attorney's office to ensure appropriate terms of probation are ordered.
- Probation should maintain and distribute a "DUI BOLO" to local law enforcement and will perform necessary record keeping and reporting.
- Probation should respond to all known probation violations and initiate appropriate interventions up to and including court action.

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.

- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO and coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of event within 7 days following significant grant-related event or program. Media and program highlights are to be reflected in QPRs.
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year needs to be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and OTS Grants Media Approval Process FAQs on the OTS website.
- Contact the OTS PIO or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

**C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)**

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

**4. METHOD OF EVALUATION**

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

**5. ADMINISTRATIVE SUPPORT**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

State of California – Office of Traffic Safety
**GRANT AGREEMENT**
Schedule B

GRANT NUMBER
AL26008

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|---|---|---|---|
| 164AL-26 | 20.608 | Minimum Penalties for Repeat Offenders for Driving While Intoxicated | $205,000.00 |

| COST CATEGORY | FUND NUMBER | UNIT COST OR RATE | UNITS | TOTAL COST TO GRANT |
|---|---|---|---|---|
| **A. PERSONNEL COSTS** | | | | |
| **Straight Time** | | | | |
| Probation Officer | 164AL-26 | $61.79 | 2,080 | $128,523.00 |
| Benefits - Probation Officer | 164AL-26 | $38,557.00 | 1 | $38,557.00 |
| **Overtime** | | | | |
| Probation Compliance Check | 164AL-26 | $2,265.00 | 12 | $27,180.00 |
| Benefits - Probation Compliance Check | 164AL-26 | $3,150.00 | 1 | $3,150.00 |
| Warrant Service Operations | 164AL-26 | $1,392.00 | 3 | $4,176.00 |
| Benefits - Warrant Service Operations | 164AL-26 | $484.00 | 1 | $484.00 |
| Category Sub-Total | | | | $202,070.00 |
| **B. TRAVEL EXPENSES** | | | | |
| In State Travel | 164AL-26 | $2,930.00 | 1 | $2,930.00 |
| | | | | $0.00 |
| Category Sub-Total | | | | $2,930.00 |
| **C. CONTRACTUAL SERVICES** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **D. EQUIPMENT** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **E. OTHER DIRECT COSTS** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **F. INDIRECT COSTS** | | | | |
| | | | | $0.00 |
| Category Sub-Total | | | | $0.00 |
| **GRANT TOTAL** | | | | **$205,000.00** |

12,148

| BUDGET NARRATIVE |
|---|
| **PERSONNEL COSTS**<br>Probation Officer - Position responsible for achieving the goals and objective described in the grant through proactive field supervision, substance abuse testing, and enforcement of court orders for targeted DUI offenders including conducting or participating in unannounced home visits and searches of the offenders' homes, work, vehicles and/or person. |
| Benefits - Probation Officer - Claimed amounts must reflect actual benefit costs for straight time hours charged to the grant. |
| Probation Compliance Check - Overtime for grant funded Probation Compliance Checks conducted by appropriate department personnel. |
| Benefits - Probation Compliance Check - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. |
| Warrant Service Operations - Overtime for grant funded Warrant Service Operations conducted by appropriate department personnel. |
| Benefits - Warrant Service Operations - Claimed amounts must reflect actual benefit costs for overtime hours charged to the grant. |
| |
| **TRAVEL EXPENSES**<br>In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds. |
| **CONTRACTUAL SERVICES**<br>- |
| **EQUIPMENT**<br>- |
| **OTHER DIRECT COSTS**<br>- |
| **INDIRECT COSTS**<br>- |
| **STATEMENTS/DISCLAIMERS**<br>There will be no program income generated from this grant.<br><br>Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.<br><br>Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.<br><br>Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant. |

**Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)**

*The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:*

**GENERAL REQUIREMENTS**

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**NONDISCRIMINATION**

**(applies to subrecipients as well as States)**

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

## GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"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 subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   *"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

**THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)**

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

**POLITICAL ACTIVITY (HATCH ACT)**
**(applies to subrecipients as well as States)**

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**CERTIFICATION REGARDING FEDERAL LOBBYING**
**(applies to subrecipients as well as States)**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**RESTRICTION ON STATE LOBBYING**
**(applies to subrecipients as well as States)**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**
**(applies to subrecipients as well as States)**

**INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)**

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
( *https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

**INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
( *https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## BUY AMERICA
**(applies to subrecipients as well as States)**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

## CERTIFICATION ON CONFLICT OF INTEREST
**(applies to subrecipients as well as States)**

**GENERAL REQUIREMENTS**

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

**DISCLOSURE REQUIREMENTS**

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

**PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE**
**(applies to subrecipients as well as States)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**POLICY ON SEAT BELT USE**

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website ( www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

**POLICY ON BANNING TEXT MESSAGING WHILE DRIVING**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1353

**TO:** Board of Supervisors

**FROM:** Steve Lederer, Director

**REPORT BY:** Nate Galambos, Engineering Manager

**SUBJECT:** Amend Agreements with Lionakis Architects, Geocon Consultants, One Workplace L. Ferrari, LLC, and Vanir Construction Management for work Napa County Replacement Detention Facility Project, PW 20-100

## RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 190062B with Lionakis; Amendment No. 3 to Agreement No. 220333B with Geocon Consultants, Inc.; Amendment No. 1 to Agreement No. 250329B with One Workplace L. Ferrari, LLC; and Amendment No. 3 to Agreement No. 200212B with Vanir Construction Management Inc. for work on Replacement Detention Facility Project, PW 20-100. (Fiscal Impact: $244,900 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

## BACKGROUND

The Board of Supervisors (Board) approved Agreement Number 190062B with Lionakis on July 31, 2018 (Lionakis Agreement), for design, bidding and construction administrative services for the Napa County Replacement Detention Facility (Jail). Since then, the Agreement was amended on August 8, 2023, and on December 19, 2023, to extend the term of the Agreement to accommodate the extended time needed to complete the Jail project, and for additional design and construction administration services respectively. The proposed Amendment No. 3 includes additional work completed by Lionakis associated with construction administration, commissioning of the building, completing punch list items and close out of the project. The amount proposed in Amendment No. 3 is $139,946 for the additional scope of work bringing the total compensation for the Lionakis Agreement to $10,218,521.

On February 28, 2023, the Board approved Agreement 220333B with Geocon Consultants, Inc. (Geocon Agreement) for geotechnical investigation, testing and special inspection services for the Napa County Replacement Detention Facility project, PW 20-100. On April 9, 2024, and December 17, 2024, the Board approved Amendment No. 1 and Amendment No. 2 respectively. Amendment No. 1 added testing requirements from the State to meet fire and life safety regulations that were needed, but not originally anticipated in the original scope of work and Amendment No. 2 increased compensation for the testing and inspections as the amounts for the original contract and Amendment No. 1 were based on estimates. Proposed Amendment No. 3 includes additional fire stop inspection work completed, and environmental assessment of stockpiled material

removed from the site at the end of the project. The proposed amount of Amendment No. 3 is $28,791 bringing the maximum compensation for the Geocon Agreement to $796,211.

Napa County staff from Public Works, Corrections, and Purchasing worked with their consultant, Lionakis, to determine the most cost-effective way to complete the furniture, fixtures and equipment (FF&E) portion of the project. The County reviewed three candidates that specialize in procurement and installation and are capable of procuring through a national cooperative agreement. After consideration, the County chose to work with One Workplace to fulfill needs of the project through their cooperative agreements and ability to manage and install FF&E. The labor associated with assembling and installing the FF&E, however, needed to be done by separate contract. On February 25, 2025, the Board approved an Agreement 250329B with One Workplace (One Workplace Agreement) for an estimated amount of labor, design and management of $447,831. Proposed Amendment No. 1 includes increased compensation for actual and additional labor needed to complete the FF&E for the project. The proposed amount of Amendment No. 1 is $76,163 bringing the maximum compensation for One Workplace to $523,994.

In mid-2019 Napa County Public Works released a Request for Statements of Qualifications for firms providing construction management services for the Napa County Replacement Jail Project, PW 20-100 (Jail Project). Upon completion of the evaluation process of the statements received, the Board of Supervisors (Board) signed agreement 200212B with Vanir Construction Management, Inc. (Vanir) on December 17, 2019 (Vanir Agreement).

On December 14, 2021, the Board approved Amendment No. 1 to the Vanir Agreement adding pre-construction services to Vanir's scope of work that included constructability review/plan check review, and utility coordination in preparation for construction.

On December 13, 2022, the Board approved Amendment No. 2 to the fund the Vanir Agreement for construction management services as BSCC was finalizing the funding agreement for the grant and the Board was scheduled to sign the construction contract with Broward Builders that it contingently awarded on October 18, 2022, and the construction of the Jail Project was set to begin on December 20, 2022.

The term of the Vanir Agreement expired on June 30, 2025, with some additional tasks associated with the final close out and transitioning from the old facility to the new facility being completed. Therefore, the proposed Amendment No. 3 with Vanir will extend the term of the Vanir Agreement to December 31, 2025, to account for this final work and project closeout. No additional funding is associated with the term extension, as the Vanir Agreement is fully funded in the project budget.

The above noted work for amendments associated with Lionakis, Geocon and One Workplace occurred in fiscal year 24- 25 and Public Works is requesting to pay from the last fiscal year budget, any remaining contract budget will be carried forward until project close out is completed. The work performed was both essential and necessary to complete the project and maintain the project schedule in accordance with the Board of State and Community Corrections (BSCC).

Public Works staff timed the above amendments to account for the potential of utilizing the consultant services for any unforeseen issues during the final move from the existing jail facility to the new jail facility. The cost of the amendments is within the current project budget limits, therefore no budget amendment is required.

Requested Action:

1. Approve and authorize Amendment No. 3 to Agreement No. 190062B with Lionakis to increase the

maximum compensation by $139,946 for a new maximum amount of $10,218,521 to fully compensate for all work performed in completion of project.

2. Approve and authorize Amendment No. 3 to Agreement No. 220333B with Geocon Consultants, Inc. to increase the maximum compensation by $28,791 for a new maximum amount of $796,211 to fully compensate for all testing and special inspection services in completion of project.

3. Approve and authorize Amendment No. 1 to Agreement No. 250329B with One Workplace L. Ferrari, LLC to increase the maximum compensation by $76,163 for a new maximum amount of $523,994 to fully compensate for all labor, design and management installing FF&E in completion of project.

4. Approve and authorize Amendment No. 3 to Agreement No. 200212B with Vanir Construction Management, Inc. to extend the term of the agreement to December 31, 2025, to complete the scope of work of the agreement.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Capital Improvement Projects Fund, Project 19005 |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The work was required to maintain project scheduled milestones and completion date. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | None |
| Consequences if not approved: | The project would experience delays in completion and impact operational startup date. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: A Final EIR was prepared and certified by the Board of Supervisors on February 11, 2014, for the Napa County Jail Project (SCH#2013012072). The Final EIR analyzed the potential impacts resulting from the General Plan Amendment and was prepared in accordance with CEQA, the State CEQA Guidelines and the County's Local Procedures for Implementing CEQA. No further environmental review is necessary.

**AMENDMENT NO. 3**
**TO**
**NAPA COUNTY AGREEMENT NO. 190062B**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 3 to NAPA COUNTY AGREEMENT NO. 190062B is made and entered into as of this _____ day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and LIONAKIS, a California corporation, whose mailing address 101 Montgomery Street, Suite 500, San Francisco, CA 94104, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. 190062B with CONTRACTOR on July 31, 2018 ("Agreement") to obtain specialized services, as authorized by Government Code section 31000, in order in to provide architectural/engineering and associated services for the Napa County Replacement Jail Project hereinafter referred to as "Project"; and

**WHEREAS**, on August 8, 2023, the parties executed Amendment No. 1 to extend the term of the Agreement to June 30, 2026, to allow sufficient time to complete the scope of services; and

**WHEREAS**, on December 19, 2023, the parties executed Amendment No. 2 to include additional scope necessary for the timely completion of the project; and

**WHEREAS**, COUNTY requested additional services to implement Project changes based on operational needs, and for support during operational performance testing, issue resolution, and resulting modifications to achieve substantial completion of the Project; and

**WHEREAS**, the parties desire to amend the contract to memorialize the additional services and compensation of $139,946.00;

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

**TERMS**

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

2. **Scope of Services.**

(a) CONTRACTOR shall provide COUNTY those services originally set forth in Exhibit "A," and those services set forth in Exhibits "A-1" and "A-3" attached hereto.

(b) CONTRACTOR shall perform all services set forth in Exhibit "A" in accordance with the project schedule ("Project Schedule") that shall be developed by CONTRACTOR within sixty (60) days of the execution of this Agreement and provided to COUNTY's Director of Public Works for approval. The Project Schedule shall include estimated timelines and completion dates for each of the deliverables referenced in Exhibit "A" project phases described in Exhibit "B" and other anticipated impacts on the schedule, including any review and approval required by any agency of the State of California. CONTRACTOR shall perform all services set forth in Exhibits "A-1" and "A-3" in accordance with a schedule that will not unreasonably delay the ongoing construction of the project.

2. Paragraph 3 of the Agreement is amended to read in full as follows:

3. Compensation.

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the fixed price originally set forth in Exhibit "B" for the scope of services in Exhibit "A"; at the fixed price set forth in Exhibit "B-1" for the scope of services in Exhibit "A-1"; and at the fixed price of One Hundred Thirty Nine Thousand, Nine Hundred and Forty-Six Dollars ($139,946.00) for the scope of services in Exhibit "A-3"; attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Ten Million Two Hundred Eighteen Thousand Five Hundred and Twenty-One Dollars ($10,218,521.00).

3. This Amendment No. 3 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

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

*[remainder of page intentionally blank]*

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

LIONAKIS

By _____
ANDREW DEEBLE, CFO

By _____
MIKE DAVEY, PRINCIPAL

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Thomas C. Zeleny*<br>Deputy County Counsel | Date: _____<br>Processed By: | By:_____ |
| Date: September 1, 2025<br>PL Doc. No. 137962 | _____<br>Deputy Clerk of the Board | |

**EXHIBIT A-3**
**SCOPE OF SERVICES**

## I. Description of Additional Services

CONTRACTOR shall provide the additional services set forth in CONTRACTOR's "Additional Services Fee Proposal (R-4)" dated June 26, 2025, which is hereby incorporated herein by reference.

LIONAKIS

1919 Nineteenth Street
Sacramento CA 95811
P: 916.558.1900
F: 916.558.1919
www.lionakis.com

June 26, 2025

Juan Arias
Napa County Public Works
1195 Third Street, Room 100
Napa CA 94559

**Re: Additional Services Fee Proposal (R-4) for**
**CA Services for additional Architectural, Security Electronics, Civil, Electrical, Signage, Radio and AV documentation**
**New Napa County Jail Facility**
**SB844 & SB863 Adult Local Criminal Justice Facilites Contruction Financing Program**

Dear Juan:

Lionakis is pleased to provide you with this additional services fee proposal for Architectural, Civil Engineering, Audio Visual, Radio, Signage and Security Electronics services for the Jail project during construction. This requires additional engineering and documentation for owner directed modifications. This includes Lionakis and several of our consultants as noted in scope below.

## DESCRIPTION OF SCOPE, SERVICES & DELIVERABLES (INCLUSIVE OF ALL CONSULTANTS)

These basic services will coincide with those of the Napa County Standard Agreement.

Following is a description of the changes made to the documents on the Jail package.

1. Service dock changes requested by the County:
    a. Produce, and administer, ASI documentation reflecting the new loading dock height changes by the County.
    b. This work includes project team meetings to review alternate designs options, revise the grading and utility plans, and additional site visits to observe construction progress.
2. Additional security electronics scope of work by AVS:
    a. **UPS Issue:** Contractor did not submit and obtain approved shop drawings demonstrating a coordinated and acceptable design prior to any work being performed. The UPS contractor did not provide requirements to electrical contractor prior to installation of under slab pathways or submit shop drawings prior to installation of the concrete slabs. Remedial action by all parties has been required to remedy the UPS system design and installation. Meetings and new documentation have been required.
    b. **GUI Graphics Development:** A detailed graphics development process by the SE Integrator is specified to create custom Graphic User Interface (GUI) graphics specifically for this project to meet Owner's requirements. Contractor failed to follow the contract and submitted unacceptable complete graphics submission package without any graphic development with the Owner. In addition, the submittal was made several months later than the GUI development process should have been started and contractor was unable to provide acceptable graphics designers. AVS has had to review and reject numerous graphic submittals and had to step in to provide sample graphics for subcontractor to follow. AVS performed the graphics development process in place of the contractor's inability to perform. Our team have provided extensive additional hours and expenses to carry the project forward.

c. **Visiting Handsets and Inmate Telephones:** Provide design to incorporate Securus visiting handsets into the visiting booth stations and controlled by visiting staff station. The Securus System was selected by the county to replace the previously approved system in the contract documents. The installed wiring for the inmate phones was not provided to accommodate the county selected Securus system and remedial design is required to control the phones on and off from the custody staff station. This will need to be redesigned to interface with the CML provided control panel and circuit switching.

d. **Additional GUI Development Workshop:** This is for additional GUI work not allocated in prior add service scope (Prior quote/add was for GUI work during month of July). The County requested AVS to attend a 2-day workshop in August ’24 with other GUI development throughout the month. This includes travel, per diem, and lodging as part of this added scope.

e. **Continuous Operational Test Support:** As requested by the County, our consultant AVS to provide support and attend a portion of the COT. Contract specifications note a 15-day Continuous Operational Test (COT) by the Security Electronics Integrator for all the systems controlled, or monitored, by the Division 28 subcontractor (robust commission). AVS will work with County Transition Team to develop and perform testing procedures and scenarios that exercise the systems under test to simulate actual operational working conditions throughout the facility. In addition, will review and respond to questions and issues that will arise during the COT of which the Division 28 Engineer of Record would be best qualified to answer. This additional service will provide responses to issues at any time during the COT whether present on site or not.

    i. Provide input, suggestions, and review procedures and scenarios with Transition Team and Cx Team (remote support)

    ii. Attend on-site testing and review of the systems during the COT. Respond to questions from the Transition Team or Cx Team. On-site testing includes one coordination after dark outage test. Review and respond to questions from Transition Team while not on-site during COT.

    iii. Provide a written recommendation of acceptance (or not) of the COT to include any systems or devices that will require correction or further testing.

f. **Support Retesting and Back-Check Support:** This added scope was to accommodate the County’s request to have AVS return to site to confirm/backcheck all of the identified punch-list items operational and to retest all systems and devices that were not ready for a Final Performance Test. In addition, AVS has been attending on-site commissioning meetings to assist in the planning for COT.

    i. Consultant was requested to perform Final Performance Testing in February ’25. All systems were not ready for testing and a punch-list of items not working was created and submitted in final test report. AVS has been to site on numerous occasions to support trouble shooting, retesting, and commissioning.

    ii. Consultant will back check all items noted as deficiencies and witness testing of all items that were previously identified. Sign-off on all added testing a provide report.

    iii. As the County is aware, there has been several occasions where the security electronics equipment has not been functioning as designed and witness to a system-wide failure. This has caused several additional days for support.

g. **Added COT and Performance Testing:** As you are aware, the security electronics had several outstanding difficulties. This added scope was to accommodate the County’s request to have AVS return to site to confirm all the operational and to retest all systems and devices that were not ready for a Final Performance Test. In addition, AVS has been attending on-site commissioning meetings to assist in the planning for COT. AVS returned to the site on Apr. 6 to assist the Transition Team with addressing all the issues it was experiencing with the security system during the COT. On April 6 it was discovered that only one duress alarm in the entire

facility had the correct camera call-up programmed along with many camera call-ups still not working. On April 7, the County determined that the Video System Failed to operate as intended and stopped the COT as specified. The contractor began making corrections and testing, which required two weeks to perform. The contractor notified the County that Performance Re-Test could begin on Apr. 23.

i. **April 23 – 24, 2025: Performance Test 2:** 100% Performance Test was conducted by AVS and Transition Team on April 23, 24, & 25, 2025. The specified quality control checklist listing each device was first presented on April 21, it was required before any testing occurred. Total System Failure occurred Apr 24 during PLC A/B transfer test. Performance Test Stopped.

ii. **April 29 – 30, 2025: Performance Test 3:** 100% Performance Test was conducted by AVS and Transition Team on Apr. 29, 28, & 30. The Performance Test was completed and found acceptable; COT was allowed to proceed on May 6.

iii. **May 6 - 20: Continuous Operational Test 2:** COT 2 started on May 6, AVS assisted on-site for the first 3 days of the COT. Transition Team conducted testing, AVS provided daily Security System Reports, remotely. The contractor had attempted to make corrections during the COT and experienced a critical VSS failure on Day 15. COT halted.

iv. **June 9 - 23: Continuous Operational Test 3:** This COT was started on June 9 after the contractor made changes and corrections to address the VSS failure. 100% Performance Test was conducted by Transition Team on Day 1 & 2 of the COT. Minor issues found and corrected by CML. AVS was on-site Days 4 & 5, 11 & 12. See AVS Field Observation Reports for daily COT status. Disposition: Test Completed on June 23.

3. Revisions to Staff Station in Lobby and Booking Stations:
    a. Per County's request, fully enclose the Lobby staff station from public. This staff station's primary role is for visitation scheduling/interaction and clearly service providers that may be entering the secure side of the facility. Redesign casework and incorporate ballistic panels, provide ballistic rated glazing in aluminum extrusions/framing with door and hardware, and incorporate deal trays and speaking devices.
    b. Provide a glazed barrier at the individual staff booking stations in Intake area. This shall include glazing, standoffs, clips, aluminum channels, etc. to create a 6' high barrier.
4. AV Modifications at Staff Stations:
    a. Per county request, provide design services to incorporate additional TV control touch screen panel for detainees to control the TV's while keeping the staff touch panel behind the counter within the dayrooms. This occurs at each dayroom.
5. Provide added receptacles at Staff Lockers:
    a. To accommodate requested power at 10 additional staff lockers, engineering to add receptacles to plans, circuit, and revise panel schedule.
6. Revise EV Charging Stations during Construction:
    a. Revise site plan to show (1) single port and (11) dual port additional Level 2 EV chargers to be provided and installed in lieu of only showing provisions for future.
    b. Revise site plan to show circuits, conductors, and communication cables for the new added EV chargers.
    c. Revise panel schedules to illustrate circuit breakers for the new EV chargers.

7. Onsite Signage review:
    a. Provide additional construction support for signage, Owner directed changes, and added site trip.
8. Radio:
    a. Additional time required to accommodate multiple submittals, assistance with providing technical support to subcontractor, and research with manufacture for changes in equipment required to correct/support subcontractor's installation.
9. Heating Boilers and Pumps and Cell night lights on Emergency Power:
    a. Per county request, provide the hydronic hot water heating boilers to be on emergency power. This requires providing a large new breaker fed from another subpanel in area C electrical room to the Maintenance Building. The EML panel will be fed via this new panel and breaker that is on emergency power.
    b. While observing light levels during simulation of power loss and facility on generator power, it was noted that while there is abundant lighting in Dayrooms, the cells are just too dark to observe inmates. Although we had several discussions during design regarding equipment, power, and lighting on emergency power, the borrowed light from Dayrooms through the narrow-glazed panels is not going to meet operational concerns. Provide recircuiting of the night light function within the light fixtures to adjacent emergency power panels.

## CLARIFICATIONS

Lionakis' services shall be limited to those expressly set forth above. If scope of work or deliverables is not specifically listed above, they are not considered part of this agreement. Lionakis shall have no other obligations, responsibilities, or deliverables for the project except as agreed to in writing or as provided in the Owner-Architect Agreement.

1. We will utilize the following consultants for this additional scope:

| | |
|---|---|
| Architect: | Lionakis |
| Civil Engineering: | RSA+ |
| Security Electronics: | AVS |
| Audio Visual: | BrookTrout |
| Electrical Engineering: | LP Consulting |
| Radio | CSI |

### COMPENSATION INFORMATION

1. We propose to perform these services and provide the deliverables in conjunction with the information and scope of work described above for a phased fixed fee as presented below:

**Additional Services**

| | |
|---|---|
| Construction Administration Services: | $139,946.00 |
| Direct Expenses included: | |
| **Total Additional Services Amount:** | **$139,946.00** |

2. Reimbursable Expenses are included in compensation above for Basic Services.

We genuinely appreciate the opportunity to provide this proposal for additional services for the project and are looking forward to working with you. Please do not hesitate to contact me or Mike Davey if you have any questions or require additional information.

Sincerely,

Maynard Feist, AIA
Principal

**AMENDMENT NO. 3**
**TO**
**NAPA COUNTY AGREEMENT NO. 220333B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 to NAPA COUNTY AGREEMENT NO. 220333B** is made and entered into as of this ____ day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and GEOCON CONSULTANTS INC., a California corporation, whose mailing address 3160 Gold Valley Drive, Suite 800, Rancho Cordova, CA 95792, hereinafter referred to as "CONTRACTOR."

## RECITALS

**WHEREAS**, COUNTY entered into Napa County Agreement No. 220333B with CONTRACTOR on February 28, 2023, (the "Agreement") to obtain specialized services, as authorized by Government Code section 31000, in order in to provide geotechnical investigation, supplemental geotechnical exploration, project plans, project manual, special inspection services and other miscellaneous engineering services needed for the Napa County Replacement Jail Project hereinafter referred to as "Project"; and

**WHEREAS**, COUNTY approved Amendment No. 1 to the Agreement on April 9, 2024, for additional testing and inspection services in excess of CONTRACTOR's originally anticipated scope due to inherent unknowns at the time of original proposal preparation, and required fire stop inspections requested by the Fire Marshall; and

**WHEREAS**, COUNTY approved Amendment No. 2 to the Agreement on December 17, 2024, to increase the contract amount for inspection services beyond CONTRACTOR's originally anticipated scope and Amendment No. 1 based on projected inspection time needed for project completion; and

**WHEREAS**, COUNTY needs to increase the contract amount for additional scope related to environmental assessment of soil stockpiles, and for inspection services beyond CONTRACTOR's originally anticipated estimate for fire stop inspections added through Amendment No. 1; and

**WHEREAS**, the parties desire to modify this Agreement to memorialize the changes to the scope of work and the additional compensation of $28,791 associated with those changes, and to extend the term of the Agreement to allow for final payment;

**NOW, THEREFORE,** for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

## TERMS

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

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on December 31, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes), 21 (Access to Records/Retention), and 27 (Standard of Care).

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

2. **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibits "A," "A-1," and "A-3" attached hereto and hereby incorporated by reference.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

3. **Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR on a time and materials basis at the rates set forth in Exhibit "B," attached hereto and hereby incorporated by reference.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall not exceed a total of Seven Hundred Ninety-Six Thousand Two Hundred Eleven Dollars ($796,211.00) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon actual time and material incurred. CONTRACTOR is not obligated to continue performing the scope of services if time and material costs cumulatively exceed this amount.

4. This Amendment No. 3 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

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

6. This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be

deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

**IN WITNESS WHEREOF**, this Agreement is executed by COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officers.

GEOCON CONSULTANTS INC.

By_____
JOSEPH VETTEL, CEO

By_____
BILL LYDON, CFO

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Thomas C. Zeleny*<br>Chief Deputy County Counsel | Date: _____<br>Processed By: | By:_____ |
| Date: September 1, 2025<br>PL Doc. No. 137961 | _____<br>Deputy Clerk of the Board | |

**EXHIBIT A-3**
**SCOPE OF SERVICES**

CONTRACTOR shall perform additional services consisting of firestop inspections and environmental assessment of soil stockpiles, as further described in CONTRACTOR's "Additional Services Request No. 3" dated July 10, 2025.

Project No. S1604-05-05
July 10, 2025

VIA ELECTRONIC MAIL

Nate Galambos, PE
Napa County Public Works
1195 Third Street, Room 101
Napa, California 94559

Subject: ADDITIONAL SERVICES REQUEST NO. 3
GEOTECHNICAL AND SPECIAL INSPECTION SERVICES
NAPA COUNTY REPLACEMENT DETENTION FACILITY
2210 NAPA VALLEJO HIGHWAY, NAPA, CALIFORNIA

Mr. Galambos

In accordance with Agreement 220333B dated February 28, 2023, we have provided geotechnical testing and observation, materials testing, special inspection, and environmental consulting services for the Napa County Replacement Jail located at 2210 Napa Vallejo Highway in Napa, California.

Below is a summary of the contract and amendment values to date.

| Contract/Amendment | Date | Amount | Total Contract Amount |
|---|---|---|---|
| Original Contract | 02/28/2023 | $370,225 | $370,225 |
| Amendment #1 | 04/09/2024 | $321,125 | $691,350 |
| Amendment #2 | 12/17/2024 | $76,060 | $767,420 |

As of the date of this letter, we have posted $796,211 which results in a current overbudget amount of $28,791. This overbudget amount includes the following additional scope items:

- Additional Special Inspections including Firestop Inspections: $19,141
- Soil Stockpile Environmental Assessment: $9,650

As our services are now complete for the project, below is a summary of Additional Services Request #3.

| Contract/Amendment | Date | Amount | Total Revised Contract Amount |
|---|---|---|---|
| Amendment #3 | 07/10/2025 | $28,791 | **$796,211** |

If this request meets with your approval, please issue Amendment #3 to our existing Agreement.

Please contact us if you have any questions or if we may be of further service.

Respectfully Submitted,

**GEOCON CONSULTANTS, INC.**

Jeremy Zorne, PE, GE
Senior Engineer

**AMENDMENT NO. 3**

**OF**

**NAPA COUNTY AGREEMENT NO. 200212B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 of NAPA COUNTY AGREEMENT NO. 200212B** is made and entered into as of this ___ day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and VANIR CONSTRUCTION MANAGEMENT, INC. a California corporation, whose mailing address is 4540 Duckhorn Drive, Suite 300, Sacramento, CA 95834, hereinafter referred to as "CONTRACTOR."

## RECITALS

**WHEREAS**, COUNTY entered into Napa County Agreement No. 200212B with CONTRACTOR on December 17, 2019 (the "Agreement") to obtain specialized services, as authorized by Government Code section 31000, in order to provide inspection/construction management and associated services for the Napa County Replacement Jail Project hereinafter referred to as "Project"; and

**WHEREAS**, on December 14, 2021, the parties executed Amendment No. 1 to the Agreement to account for additional pre-construction management services needed to complete the pre-construction tasks such as additional plan check reviews, design and construction documents coordination, and utility coordination due to higher project complexity than originally anticipated and extended regulatory agency reviews; and

**WHEREAS**, on December 13, 2022, the parties executed Amendment No. 2 to the Agreement to add full construction management services for on-site utilities, traffic signals, bike path and pedestrian bridge, and construction of main jail facility including all work related to occupy facility; and

**WHEREAS**, although the Agreement expired on June 30, 2025, work has continued and the Agreement needs to be extended to complete the final occupancy stage and render the facility operational; and

**WHEREAS**, the parties desire amend the Agreement to extend the term of the Agreement to December 31, 2025 to allow sufficient time to complete the scope of services to make the facility operational;

**NOW, THEREFORE,** for good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby amend the Agreement as follows:

## TERMS

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

> **1. Term of the Agreement.** The term of this Agreement shall commence on December 17, 2019, and shall expire on December 31, 2025, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

2. This Amendment No. 3 represents all the changes to the Agreement agreed to by COUNTY and CONTRACTOR. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement and prior amendments not addressed in this Amendment No. 3 shall remain in full force and effect.

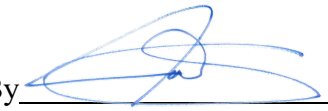
3. This Amendment No. 3 may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

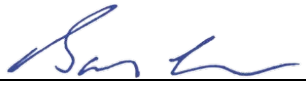
4. This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

*[remainder of page intentionally blank]*

**IN WITNESS WHEREOF**, this Agreement is executed by the COUNTY, acting by and through the Chair of the Board of Supervisors, and by CONTRACTOR through its duly authorized officer.

VANIR CONSTRUCTION MANAGEMENT, INC.

By 
JERRY AVALOS, President

By 
SAM LEE, Director of Finance

NAPA COUNTY, a political subdivision of
the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Thomas C. Zeleny*<br>Chief Deputy County Counsel<br><br>Date: August 31, 2025<br>PL Doc. No. 137957 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

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# AMENDMENT NO. 1
# TO
# NAPA COUNTY AGREEMENT NO. 250329B

## AGREEMENT FOR MINOR CONSTRUCTION, REPAIR OR MAINTENANCE

THIS AMENDMENT to Napa County Agreement No. 250329B is made and entered into in Napa County, California, this ___ day of September, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and One Workplace L. Ferrari, LLC whose address is 2500 De La Cruz Blvd., Santa Clara, CA 95050, hereinafter referred to as "Contractor."

## RECITALS

A. On February 25, 2025, County and Contractor entered into Napa County Agreement No. 250329B ("Agreement") for Contractor to assemble and install the furnishings upon delivery for the Napa County Replacement Jail Project ("Project").

B. Maintaining the completion schedule of the Project was critical and coordination with County and other contractors required modifications and additions to Contractor's initial labor and design estimates for assembly and installation.

C. County and Contractor desire to modify this Agreement to memorialize the changes to the scope of work and the additional compensation of $76,163 associated with those changes.

D. For good and valuable consideration, the sufficiency of which is acknowledged, County and Contractor agree as follows:

## TERMS

1. Paragraph 1.1 of the Agreement is amended to read in full as follows:

**1.1 Scope of Work.** Contractor shall perform the scope of work described in Exhibits A and A-1 to this Agreement in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals, Request for Quotes, or Invitation for Bids issued by County (if any), and Contractor's proposal, quote, or bid.

2. Paragraph 3.1 of the Agreement is amended to read in full as follows:

**3.1 Amount of Compensation.** County shall pay Contractor for satisfactory performance of the scope of work, as follows:

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**3.1.1 Rates.** County shall pay the fixed price of Five Hundred Twenty-Three Thousand, Nine Hundred Ninety-Four ($523,994) for successful completion of the Scope of Work. A breakdown of the fixed price is included in Attachment 1 to Exhibit A and in Exhibit A-1.

**3.1.2 Contingency.** The contingency funds were not needed and are hereby removed from the Agreement.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of Five Hundred Twenty-Three Thousand, Nine Hundred Ninety-Four ($523,994).

3. This Amendment No. 1 represents all the changes to the Agreement agreed to by County and Contractor. No enforceable oral representations or other agreements have been made by the parties except as specifically stated herein. All other provisions of the Agreement not addressed in this Amendment No. 1 shall remain in full force and effect.

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

*[remainder of page intentionally blank]*

Docusign Envelope ID: 148096A8-A7CB-4C55-A78A-F613AF8DE2C9

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

ONE WORKPLACE L. FERRARI, LLC

DocuSigned by:
By TJ Protsman 9/4/2025
F07AC8E489A4434...
T.J. PROTSMAN, General Manager

Signed by:
By kristi Rolak
8DA39F0768B7498...
KRISTI ROLAK, Sales Director

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Thomas C. Zeleny*<br>Deputy County Counsel<br><br>Date: August 31, 2025<br>PL Doc. No. 137960 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

Docusign Envelope ID: 148096A8-A7CB-4C55-A78A-F613AF8DE2C9

# EXHIBIT A-1
# SCOPE OF WORK

## I. Description of Work

Contractor shall provide additional labor, project management and related design (layout) services to assemble and install furniture, fixtures and equipment for the Napa County Replacement Detention Facility Project, PW 20-100, as further described in Contractor's Quotation No. 745387 dated June 17, 2025.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1553

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Mark Witsoe, Airport Manager

**SUBJECT:** Approve Professional Services Agreement 260131B with Mead & Hunt for Architectural and Engineering On-Call Services at the Napa County Airport

## RECOMMENDATION

Approve and authorize Agreement No. 260131B with Mead & Hunt, Inc. for two years with a maximum compensation of $80,000 per fiscal year for on-call, aviation specific, architectural and engineering services. (Fiscal Impact $80,000 Expense; Airport Fund; Budgeted; Discretionary)

## BACKGROUND

Mead & Hunt is currently the Airport's architectural and engineering consultant for airside projects funded through Federal Aviation Administration (FAA) grants. Mead & Hunt was originally selected to perform aviation specific architectural and Engineering consulting services work for the County Airport as part of a competitive Request for Qualifications (RFQ) process in May 2021.

With development of two privately funded Fixed Based Operator (FBO) and non-grant funded Airport projects planned as a part of the Terminal Redevelopment efforts, the Airport desires Mead & Hunt to provide on-call consultant services for various administrative tasks associated with engineering to ensure Napa County is compliant with FAA Part 77 standards related to evaluating obstructions to navigable airspace. In addition, several FAA processes have changed as a part of the 2024 FAA Reauthorization Act that now require Airport sponsors to manage and fund environmental and design efforts for FAA eligible projects and then request reimbursement for those efforts during the construction phase of the project. This has caused several necessary tasks to be funded outside of a normal project schedule. The FAA also looks to Airports, like APC, to provide annual 5-year Capital Improvement Project plans with exhibits and project rough order of magnitude costs. Mead & Hunt would provide on-call services to assist with these types of tasks under task order, not to exceed $80,000 per year.

The airport will complete a competitive Request for Qualifications (RFQ) process in May 2026 for a 5-year term for similar services in accordance with FAA and County standards. Napa County Agreement No. 260131B will provide needed assistance to various tasks as they arise with the FBO development, new lease development, and updates to the Terminal area that require FAA conformity. Any tasks requested will have a specific scope and fee associated and paid through Airport Operations Budget- Engineering Services (Fund 5010, Subdivision 5010000, Account 52145).

Requested Action:

Approve and authorize Agreement No. 260131B with Mead & Hunt, Inc. for two years with a maximum compensation of $80,000 per fiscal year for on-call, aviation specific, architectural and engineering services.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | On-call task orders will be sourced from the Airport Operations Budget- Engineering Services (Fund 5010, Subdivision 5010000, Object 52145) |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The Airport needs aviation engineering expertise for various tasks including, but not limited to, administrative requests for FAA grants, exhibits and aircraft data, terminal area FAA minimum standards and FAA Part 77 limitations for airfield operations. |
| Is the general fund affected? | No |
| Future fiscal impact: | Engineering Services will be through individual task order not to exceed $80,000 per fiscal year and is budgeted in the Airport Operating Budget. |
| Consequences if not approved: | The Napa County Airport would not be able to meet administrative requirements for FAA grant funding process or initiate future projects without Mead & Hunts aviation expertise. |

## ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 260131B**

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into in Napa County, California, this ____ day of September, 2025, ("Effective Date") by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County," and Mead & Hunt, Inc. a Wisconsin Corporation, whose address is 1360 19th Hole Dr. Suite 200, Windsor, CA 95492, hereinafter referred to as "Consultant."

## RECITALS

A. County wishes to obtain professional services in order to provide Architectural, Design, and Engineering Services for necessary consultation and technical assistance on projects with specific aviation/airport issues for compliance with FAA standards at the Napa County Airport; and

B. Consultant was selected to provide professional services by Request for Qualifications, after a competitive process conducted pursuant to RFQ# AIR032101, which was completed May 2021.

C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

## AGREEMENT

## ARTICLE I – SCOPE OF SERVICES

**1.1 Scope of Services.** Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant's proposal or statement of qualifications.

**1.2 Schedule.** Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

**1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and

expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

**1.4 Correction of Deficient Services.** Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

**1.5 Other Remedies.** This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

**1.6 Key Personnel.** Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

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

## ARTICLE II – DURATION OF AGREEMENT

**2.1 Term of the Agreement.** The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire 2 year(s) after the Effective Date unless terminated earlier in accordance with this Article.

**2.2 Suspension for Convenience.** County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

**2.3 Termination for Convenience.** County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

**2.4 Termination for Cause.** County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

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

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

## ARTICLE III – COMPENSATION

**3.1 Amount of Compensation.** County shall pay Consultant for satisfactory performance of the scope of services, as follows:

**3.1.1 Rates.** County shall pay Consultant at the unit prices set forth in Exhibit B.

**3.1.2 Expenses.** Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with

the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

**3.1.3 Maximum Amount.** Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of EIGHTY THOUSAND DOLLARS ($80,000.00)) per fiscal year; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

**3.2 Payment Process.** Consultant may submit one invoice per calendar month in arrears for services provided, to the Airport Manager, who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

**3.2.1 Content of Invoices.** Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

**3.2.2 Expenses.** If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

**3.3 Annual Appropriation of Funds.** Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

3.4 **Price Adjustments**. After the first anniversary of the Effective Date, County may increase the unit prices or hourly rates in Exhibit "B" upon approval of Consultant's written request and justification as set forth in this paragraph. Increases may only be made once per contract year in an amount not to exceed the increase in the Consumer Price Index for the San Francisco-Oakland-Hayward area for All Urban Customers (CPI-U) as published by the Bureau of Labor Statistics, or 3.0%, whichever is less, during the preceding one-year term. If the CPI-U

is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). A negative CPI-U shall be counted against any subsequent increases in the CPI-U when calculating the unit prices for later years. Consultant's request and justification must include the amount of the requested adjustment, a description of the nature and magnitude of the increased costs impacting Consultant, explain how the requested adjustment reflects such increased costs, and the proposed effective date of the price adjustment. Consultant must provide such written request and justification no less than sixty days before the proposed effective date of the price adjustment. County may only approve Consultant's request in writing. Increasing the unit prices or hourly rates pursuant to this paragraph does not affect the maximum contract amount in paragraph 3.1.3. This paragraph does not apply where compensation is based on fixed prices or lump sums.

## ARTICLE IV – INSURANCE

**4.1 Insurance.** Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

**4.2 Inclusion in Subcontracts.** Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

## ARTICLE V – INDEMNIFICATION

**5.1 Indemnification and Hold Harmless.** To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

**5.2 Design Professionals.** To the extent Consultant is providing the services of a "design professional" as defined in California Civil Code section 2782.8, Consultant's obligations under paragraph 5.1 shall be limited under Civil Code Section 2782.8 to claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Consultant.

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

**5.4 Enforcement Costs.** Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

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

## ARTICLE VI – MANDATORY COUNTY PROVISIONS

**6.1 Compliance with County Policies.** Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on County's website at https://www.countyofnapa.org/771/Purchasing and are hereby incorporated by reference.

**6.1.1** Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

**6.1.2** Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

**6.1.3** Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

**6.1.4** "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

**6.1.5** Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

**6.2 Inducement of County Employees.** Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

## ARTICLE VII – COMPLIANCE WITH LAWS

**7.1 Compliance with Controlling Law.** Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

**7.2 Conflict of Interest.** Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

**7.3 Taxes.** Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

**7.4 Reserved.**

## ARTICLE VIII – DISPUTE RESOLUTION

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

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

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

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

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

## ARTICLE IX – GENERAL PROVISIONS

**9.1 Access to Records/Retention.** Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

**9.2 Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

| COUNTY | CONSULTANT |
|---|---|
| Napa County Airport<br>2000 Airport Road<br>Napa, CA 94558 | Mead & Hunt, Inc.<br>1360 19th Hole Dr., Suite 200<br>Windsor, CA 95492 |

**9.3 Independent Contractors.** Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services,

or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

**9.4 Contract Interpretation.** This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

| | |
|---|---|
| 9.4.1 | This Agreement. |
| 9.4.2 | The Exhibits to this Agreement. |
| 9.4.3 | The RFQ or RFP issued by County. |
| 9.4.4 | Consultant's proposal or statement of qualifications. |

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

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

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

party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

**9.8 Confidentiality of Services.** All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County. County acknowledges that it may receive information that is proprietary or confidential to the Consultant or its affiliated companies and its clients. County agrees to take reasonable measures to hold information clearly marked as proprietary or confidential by Consultant in strict confidence and not to disclose such information to third parties or use such information for any purpose whatsoever other than as required hereunder or as required by law, including the California Public Records Act, Government Code Section 7920.000 *et seq.*.

**9.9 Insolvency.** Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

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

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

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

**9.13 County Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

**9.14 Survival of Obligations.** All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

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

**9.16 Amendment/Modification.** This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

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

**9.18 No Assignments.** Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

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

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

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

**9.22 Special Terms and Conditions- FAA Provisions.**

(a) Consultant shall comply with those requirements set forth in Exhibit "D", FAA document titled "FAA Provisions", and any other applicable federal, state, or local requirements subsequently deemed applicable to the work completed in connection with this Agreement.

(b) Consultant shall document all work done in connection with this Agreement as required by the FAA and/or the Project Manager.

**9.23 Consequential Damages.** Neither party shall be liable for or required to indemnify the other party for any incidental, consequential, exemplary, special or punitive damages, including lost profit, regardless of how characterized and even if such party has been advised of the possibility of such damages, which arise from the performance of this Agreement or in connection with this Agreement, and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise).

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

MEAD & HUNT, INC.

By Jeff Leonard
Digitally signed by Jeff Leonard
DN: CN=Jeff Leonard
Reason: I am approving this document
Date: 2025.09.05 21:13:24-07'00'

JEFF LEONARD, Vice President

By 2025.09.05 14:54:25-07'00'

ALEX RADOVANOVICH, Civil Engineer/Manager

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Sabrina S. Wolfson*<br>Deputy County Counsel<br><br>Date: September 5, 2025 | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By:_____ |
|---|---|---|

**EXHIBIT A**
**SCOPE OF SERVICES**

CONSULTANT shall provide COUNTY with the following services:

## I. DESCRIPTION OF SERVICES

At the request of the Airport Manager by issuance of a written task order, Consultant shall perform individual tasks for general services. Typical tasks may include, but are not limited to: pavement condition evaluations, pavement repair and rehabilitation support; support with Airport Layout Plan (ALP) updates; support with Airports Capital Improvement Plan (ACIP) preparation; grant administration support; Fixed Base Operator (FBO) support; planning or engineering studies for miscellaneous requests; coordination and meetings; support for environmental documentation for any project at the Napa County Airport; and any project necessary for compliance with FAA standards.

## II. SCHEDULE

Consultant shall perform the Scope of Services as requested by task orders issued by the Napa County Airport Manager or Director of Public Works as deemed necessary.

## EXHIBIT B
## COMPENSATION AND FEE SCHEDULE

Tasks performed by Consultant at the request of the Airport Manager will be accomplished on a time and expense (T&E) basis at the rates shown in Exhibit "B." Each task order will contain an agreed upon Not to Exceed (NTE) amount. Any T&E task with a NTE amount in excess of $25,000 shall be approved by the Director of Public Works in advance of any work being completed.

# EXHIBIT B
# COMPENSATION AND FEE SCHEDULE

## MEAD & HUNT, Inc.
## Standard Billing Rate Schedule
## Effective January 1, 2025

**Standard Billing Rates**

- Clerical ..... $104.00 / hour
- Technical Editor ..... $138.00 / hour
- Accounting, Administrative Assistant ..... $132.00 / hour
- Technician I, Technical Writer ..... $122.00 / hour
- Technician II, Surveyor - Instrument Person ..... $140.00 / hour
- Technician III ..... $164.00 / hour
- Technician IV ..... $174.00 / hour
- Senior Technician ..... $216.00 / hour
- Engineer I, Scientist I, Architect I, Interior Designer I, Planner I ..... $154.00 / hour
- Engineer II, Scientist II, Architect II, Interior Designer II, Planner II ..... $172.00 / hour
- Engineer III, Scientist III, Architect III, Interior Designer III, Planner III ..... $184.00 / hour
- Construction Resident Project Representative (RPR) ..... $194.00 / hour
- Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Construction Manager ..... $240.00 / hour
- Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner ..... $260.00 / hour
- Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer Senior Project Planner ..... $298.00 / hour
- Senior Associate, Principal, Senior Client / Project Manager ..... $362.00 / hour

**Expenses**

- Geographic Information or GPS Systems ..... $100.00 / day
- Out-Of-Pocket Direct Job Expenses ..... cost plus 15%
  Such as reproductions, sub-consultants / contractors, etc.

**Travel Expense**

- Company or Personal Car Mileage ..... $ IRS rate / mile*
  ** Rates will be charged at Current IRS rate*
- Air and Surface Transportation ..... cost plus 15%
- Lodging and Sustenance ..... cost plus 15%

**Billing and Payment**

- Travel time is charged for work required to be performed out-of-office. A minimum of two hours will be billed for any work out-of-office.
- Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

This schedule of billing rates is effective January 1, 2025, and will remain in effect until December 31, 2025, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

## EXHIBIT C
## INSURANCE REQUIREMENTS

**C.1 Workers Compensation Insurance.** To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

**C.2 Liability Insurance.** Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

**C.2.1 General Liability.** Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS ($2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.2 Professional Liability/Errors and Omissions.** Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS ($2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

**C.2.3 Comprehensive Automobile Liability Insurance.** Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

**C.3 Certificates of Coverage.** All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk

Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

**C.3.1 Notice of Cancellation.** The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

**C.3.2 Multiple Insureds.** The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

**C.3.3 Waiver of Subrogation and Additional Insured Endorsements.** For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

**C.3.4 Additional Requirements.** The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

**C.4 Copies of Policies.** Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

**C.5 Deductibles/Retentions.** Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of

liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

## EXHIBIT D

## FAA PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

2. CIVIL RIGHTS – TITLE VI ASSURANCE

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

a) Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

f) Incorporation of Provisions: The contractor will include the provisions of paragraphs a) through f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

3. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

4. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1561

**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works

**REPORT BY:** Amanda Exum - Staff Services Analyst II

**SUBJECT:** Amendment No. 3 to Professional Services Agreement 240001B with United Site Services of California, Inc. for Sanitation Services

## RECOMMENDATION

Approve and authorize Amendment No. 3 to Agreement No. 240001B with United Site Services of California, Inc. to increase maximum compensation for non-routine services from $8,000 to $18,000 for a maximum total compensation of $39,000 in fiscal year 2025-26 to provide portable restroom and sanitation services. (Fiscal Impact: $10,000 Expense; Various Departments; Budgeted; Discretionary)

## BACKGROUND

Approval of Amendment No. 3 to Agreement No. 240001B will increase maximum compensation for non-routine services by $10,000 per fiscal year for the remainder of the contract term to address the increase in non-routine services requests from various County departments under this agreement.

Current fiscal year 25-26 maximum compensation will increase from $29,000 to $39,000 and the maximum compensation for optional automatic renewal fiscal years 26-27 and 27-28 will increase from $31,300 to $41,300.

On February 25, 2025, the Board approved Amendment No. 2 which increased maximum compensation for non-routine services by $50,000 for fiscal year 24-25 only. Portable restrooms at South Campus were needed until an on-going non-facility related sewer issue impacting use of restrooms was resolved. The total maximum compensation for fiscal year 24-25 increased to $79,000. There was not a change to total maximum compensation in future fiscal years of the agreement.

On January 9, 2024, the Board approved Amendment 1 to the agreement to update the scope of work to include

two additional regular portable restrooms and one freestanding sink for the County Fire Training Grounds location. The total maximum compensation amount per fiscal year increased to $29,000 in fiscal year 23-24 through 25-26 and $31,300 in the optional additional fiscal years 26-27 and 27-28.

On June 13, 2023, the Board approved Napa County Agreement No. 240001B with United Site Services of California, Inc. Through a competitive Request for Proposal (RFP) process this company was selected by the panel to provide Napa County with sanitation services at various County locations effective July 1, 2023, with a maximum compensation amount of $24,400 per fiscal year in years 1-3, with the option for automatic renewal for years 4-5 with a maximum compensation amount of $26,800 per fiscal year.

United Site Services of California, Inc. is not a local vendor.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | Various funds - This agreement's non-routine maximums are accessed by multiple departments Countywide as needed and available. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Due to increased requests by various County departments for use of the vendor's provided services. |
| Is the general fund affected? | No |
| Future fiscal impact: | This agreement will continue to be budgeted in future fiscal years. |
| Consequences if not approved: | If the amendment is not approved, there will be limited access to timely services for departments requesting non-routine services. Departments would need to procure service individually for each need/event likely causing an additional administrative and fiscal burden. |

## ENVIRONMENTAL IMPACT

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

**NAPA COUNTY AGREEMENT NO. 240001B**
**AMENDMENT NO. 3**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 3 OF NAPA COUNTY AGREEMENT NO. 240001B** is made and entered into as of this ____ day of _____, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as "County", and United Site Services of California, Inc., a California corporation, whose mailing address is 118 Flanders Road, Westborough, MA 01581, hereinafter referred to as "CONTRACTOR";

## RECITALS

**WHEREAS**, by Napa County Agreement No. 240001B entered into as of June 13, 2023, and effective July 1, 2023 (hereafter referred to as "Agreement"), Contractor agreed to provide portable restroom and sanitation services at various County locations; and

**WHEREAS**, on November 1, 2023, the County and Contractor entered into Amendment No. 1 to update the scope of work to include additional services at the Fire Training Grounds and increase maximum compensation to accommodate the need for additional routine services; and

**WHEREAS**, on February 25, 2025, the County and Contractor entered into Amendment No. 2 to increase the maximum compensation for Fiscal Year 24/25 to accommodate the need for additional non-routine services; and

**WHEREAS**, County and Contractor now desire to amend the Agreement to increase the maximum compensation for the remainder of the Agreement term to accommodate the need for additional non-routine services.

## TERMS

**NOW, THEREFORE**, County and Contractor agree to amend the Agreement in accordance with the terms and conditions set forth herein as follows:

1. Paragraph 3, "**Compensation**" is hereby amended to read in full as follows:

**3. Compensation.**

(a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work, COUNTY shall pay CONTRACTOR at the rates set forth in Exhibit "B-3" attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be as set forth below; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

| Fiscal Year | Routine Services | Non-Routine/ Emergency Services | Annual Maximum |
|---|---|---|---|
| FY23/24 | $21,000 | $8,000 | $29,000 |
| FY24/25 | $21,000 | $58,000 | $79,000 |
| FY25/26 | $21,000 | $18,000 | $39,000 |
| FY26/27 | $22,000 | $19,300 | $41,300 |
| FY27/28 | $22,000 | $19,300 | $41,300 |

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

3. **Electronic Signatures.** This Amendment No. 3 may be executed by electronic signature(s) and transmitted in a portable document format ("PDF") version by email and such electronic signature(s) shall be deemed original for purposes of this Amendment No. 3 and shall have the same force and effect as a manually executed original.

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

*[Remainder of page left blank intentionally; signature page follows.]*

**IN WITNESS WHEREOF**, this Amendment No. 3 was executed by the parties hereto as of the date first above written.

UNITED SITE SERVICES OF CALIFORNIA, INC.

By 4 Sep 25

JEFF DUNLOP, Vice President and Assistant Secretary

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By _____

ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: Sabrina S. Wolfson<br>Deputy County Counsel<br><br>Date: August 27, 2025 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By:<br>_____ |
|---|---|---|

**EXHIBIT "B-3"**

**COMPENSATION**

CONTRACTOR shall provide sanitation services as outlined in Exhibit "A-1" at the following rates:

| RATES FOR ROUTINE SERVICES – COUNTY WIDE | | |
|---|---|---|
| **SERVICE LOCATION** | **MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026** | **MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028** |
| Cuttings Wharf Vault Toilets – County Owned | $315.00 per month | $330.75 per month |
| Coombs and 5th Portable Restrooms | $270.25 per month | $283.76 per month |
| Roads Division Portable Restroom | $145.63 per month | $152.71 per month |

| RATES FOR ROUTINE SERVICES – COUNTY FIRE DEPARTMENT | | |
|---|---|---|
| **SERVICE LOCATION** | **MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026** | **MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028** |
| County Fire Training Grounds Portable Restrooms & Freestanding Sink – County Owned | $714.00 per month | $749.70 per month |
| Dry Creek/Lokoya Volunteer Fire Station Portable Restroom | $108.10 per month | $113.50 per month |
| Fire Station Number 25 Portable Restroom | $135.13 per month | $141.88 per month |

| RATES AND FEES FOR NON-ROUTINE, ON-CALL/EMERGENCY SERVICES* | | |
|---|---|---|
| **SERVICE** | **MONTHLY FEE Fiscal Years 1-3 July 1, 2023-June 30, 2026** | **MONTHLY FEE Fiscal Years 4-5 July 1, 2026-June 30, 2028** |
| Regular Portable Restroom (includes one (1) basic cleaning service per week) - Fee per unit | $105.00 per unit per month | $110.25 per unit, per month |
| Regular Portable Restroom with interior sink (includes one (1) basic cleaning service per week) - Fee per unit | $131.25 per unit, per month | $137.81 per unit, per month |
| Regular Portable Restroom on a trailer with interior sink (includes one (1) basic cleaning service per week) - Fee per unit | $141.75 per unit, per month | $148.83 per unit, per month |
| ADA Portable Restroom (includes one (1) basic cleaning service per week) - Fee per unit | $189.00 per unit, per month | $198.45 per unit, per month |
| Freestanding sink - Fee per unit | $94.50 per unit, per month | $99.22 per unit, per month |

| | | |
|---|---|---|
| Maximum delivery charge for locations in Napa County | $65.00 per unit | $70.00 per unit |
| Damage Waiver | $15.00 per unit, per month | $15.75 per unit, per month |
| 24-hour response time for urgent requests that fall on weekends, after hours, and holidays | $200.00 trip charge plus standard rate of request | $210.00 trip charge plus standard rate of request |
| Additional vault toilet cleaning | $315.00 per service | $330.75 per service |
| Additional portable restroom/sink basic cleaning | 25% of listed monthly rate | 25% of listed monthly rate |

*Non-Routine, On-Call/Emergency services rates above do not include tax since exact location of services may vary.

**Maximum Compensation:**

**County Wide:**

Routine Services: Contract includes up to $9,000 per fiscal year for fiscal year 23/24, 24/25, and 25/26 and $9,500 per fiscal year in fiscal years 26/27 and 27/28 for routine services provided County Wide at the rates listed in this Exhibit "B-3".

Non-Routine, On-Call/Emergency Services: Contract includes up to $3,000 in fiscal year 23/24, $53,000 in fiscal year 24/25, $13,000 in fiscal year 25/26, and $13,500 per fiscal year in fiscal years 26/27 and 27/28 for non-routine, on-call/emergency services provided County Wide at the rates listed in this Exhibit "B-3".

**County Fire:**

Routine Services: Contract includes up to $12,000 per fiscal year in fiscal years 23/24, 24/25, and 25/26 and $12,500 per fiscal year in fiscal years 26/27 and 27/28 for routine services provided to County Fire Department at the rates listed in this Exhibit "B-3".

Non-Routine, On-Call/Emergency Services: Contract includes up to $5,000 per fiscal year in fiscal years 23/24, 24/25, and 25/26 and $5,800 per fiscal year in years 26/27 and 27/28 for non-routine, on-call/emergency services provided County Fire Department at the rates listed in this Exhibit "B-3".

CONTRACTOR DEFINED HOURS:

1. Regular Hours: Monday to Friday (excluding Federal holidays) 6:00 a.m. to 5:00 p.m.
2. Weekend Hours: Saturdays 8:00 a.m. to 12:00 p.m.
3. Holidays: All Federal holidays
4. After Hours: Any timeframes outside of those indicated in points 1-3 above

Payment of California Prevailing Wage is required.

Department of Industrial Relations (DIR) Registration Number: 1000010469

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1610

**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works

**REPORT BY:** Roberto De La Torre Real - Junior Engineer

**SUBJECT:** Construction Contract Award and Budget Amendment for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project," PW 25-46

## RECOMMENDATION

Award of Construction Contract to O.C. Jones & Sons, Inc of Berkeley, CA, in the amount of $603,000 for the "Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project," PW 25-46; and approve a Budget Amendment. (Fiscal Impact $1,074,005 Expense; Capital Improvement Projects Fund; Not Budgeted; Discretionary)

[4/5 vote required]

## BACKGROUND

The Sullivan Parking Lot is a publicly accessible, all-day parking facility owned by the County of Napa. It is located west of the County Administration Building and bounded by 3rd Street on the north, Randolph Street on the west, 4th Street on the south, and Coombs Street on the east. Over time the parking lot asphalt surface has deteriorated, developing potholes and large cracks, which present both a public safety and maintenance concern and is need of rehabilitation. Following the repairs and resurfacing the parking lot will be re-striped to its existing configuration including American with Disabilities Act parking stalls.

The Board of Supervisors previously approved the creation of Project 20024 during the budget hearing in FY 2020. The approval also moved $50,000 into the project to fund the design for the repair of the Sullivan Parking Lot.

Separately, on February 25, 2025, the Board of Supervisors authorized the creation of the "Cuttings Wharf Road and Cuttings Wharf Boat Launch Paving Project," RDS 25-22, and approved a budget transfer of $190,000. Of this amount, $170,000 was allocated from the Measure T fund for Cuttings Wharf Road and $20,000 from the Capital Improvement Fund (Fund 3000, Sub-Division 3000000, Account 56100) for the Cuttings Wharf Boat Launch. However, due to insufficient Capital improvement Funds to cover construction costs, the Cuttings Wharf Parking Lot was removed from the project and focus was redirected toward the County's Facilities Master Plan (FMP).

On June 3, 2025, the Board received an update on the FMP and made the strategic decision to pause the FMP indefinitely. At that time $9 million was appropriated as part of the 2025-26 Fiscal Year budget to perform various deferred maintenance projects that had been on hold while the FMP was under consideration. One of the deferred maintenance projects being the Sullivan Parking Lot.

With new funding secured, staff resumed and completed the design for the Cuttings Wharf and Sullivan Parking Lots, consolidating the improvements into a single project. Due to its proximity to the Sullivan Lot, the Administration Short-Term Parking lot was also added to the project. Funding for the Sullivan and Administration parking lot improvements is proposed to come from the $9 million maintenance budget package approved for the 2025-26 fiscal year.

The Fiscal year 2025-26 Adopted Budget includes $580,000 in Capital Improvement Funds (CIF) which Staff recommends reallocating $484,401 from Project 25024 to the Cuttings Wharf Boat Launch Paving Project (25031). The $484,401 would be used to cover costs associated with the rehabilitation of the parking lot, replacement of two dock floats damaged by a June 2025 fire, and minor Americans with Disabilities Act (ADA) upgrades to the restrooms.

The scope of work for the Cuttings Wharf, Sullivan and Admin Parking Lot Paving Project includes but is not limited to:

- Asphalt overlay
- Removal and replacement of asphalt
- Placement of new concrete ADA parking stalls
- Protection of existing utilities, drain inlets, and monuments.

Total Square Footage: 122,307

On August 19, 2025, the Board of Supervisors approved the plans and specifications and authorized to advertise for sealed bids and opening of the bids pursuant to Section 20150.8 of the Public Contract Code. On September 11, 2025, bids were received and opened. The bid results are attached for reference.

Staff recommends awarding the contract to the lowest responsive bidder, O.C. Jones & Sons, Inc. of Berkeley, CA, for their base bid of $603,000.

O.C. Jones & Sons, Inc. base bid is lower than the engineer's estimate of $920,000. The total project cost including design and engineering, construction, construction management, geotechnical services and contingency, is $1,074,005. The project will be fully funded by Capital Improvement Funds.

O.C. Jones & Sons, Inc. is not a local vendor however; the Public Contract Code requires that the construction contract be awarded to the lowest responsible and responsive bidder regardless of whether the low bidder is local or not. Staff reached out to the local construction contractor community by advertising the request for bids in the Napa Valley Register and the Solano-Napa Builder's Exchange, and by posting on the County website. Staff also sent "Notices to Contractors" to the local construction community.

Requested Actions:

1. Award of the construction contract for the "Cuttings Wharf, Sullivan, and Admin Parking Lot Paving Project," RDS 25-46 to O.C. Jones & Sons, Inc. of Berkeley, CA, for their low base bid of $603,000 and

authorization for the Chair to sign the construction contract; and

2. Approve a Budget Amendment for the following (4/5 votes required):

    a. Reclass Construction Services appropriation by $484,401 in the Cuttings Wharf Road Paving Project (Fund 2040, Sub-Division 2040500, Project 25024, Account 52360) to Transfers Out appropriations (Fund 2040, Sub-Division 2040500, Project 25024, Account 56100) to return $484,401 to the Capital Improvement Projects Fund (CIF) (Fund 3000, Sub-Division 3000000, Account 48200);

    b. Increase Transfers Out Appropriations by $484,401 in the CIF (Fund 3000, Sub-Division 3000000, Account 56100) offset by a transfer-in revenue from project 25024 to transfer to project 25031; and

    c. Increase Construction Services appropriations by $484,401 in Project 25031 budget (Fund 2040, Sub-Division 2040500, Project 25031, Account 52360) offset by a transfer-in revenue from the CIF.

    d. Reclass Construction Services appropriation by $589,604 in the Facilities Space Plan and Plan Development Project (Fund 3000, Sub-Division 3000560, Project 23045, Account 52360) to Intrafund Transfers Out appropriations (Fund 3000, Sub-Division 3000560, Project 23045, Account 57900) to return $589,604 to the CIF (Fund 3000, Sub-Division 3000000, Account 49900);

    e. Increase Intrafund Transfers Out appropriation by $589,604 in the CIF (Fund 3000, Sub-Division 3000000, Account 57900) offset by a transfer-in revenue from project 23045 to transfer to project 20024; and

    f. Increase Construction Services appropriations by $589,604 in Project 20024 budget (Fund 3000, Sub-Division 3000550, Project 20024, Account 52360) offset by a transfer-in revenue from the CIF.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Approval of the Budget Amendment is necessary to award the construction contract and move the project forward toward construction to rehabilitate parking lots. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Construction will finish in FY 2025/26 with no future impacts beyond standard parking lot maintenance. |
| Consequences if not approved: | Parking Lots will not be rehabilitated, leading to further pavement deterioration. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

# Cutting Wharf, Sullivan, and Admin Parking Lot, PW 25-46

Bid Opening: September 11, 2025 @ 2 PM

Engineer's estimate: $920,000

| Contractor | Total Base Bid |
|---|---|
| Argonaut Constructors<br>Santa Rosa, CA | $693,395.50 |
| B & M Civil Builders<br>Rancho Cordova, CA | $930,528.00 |
| Cato's General Engineering, Inc.<br>Hayward, CA | $895,730.42 |
| Frontline General Engineering<br>San Lorenzo, CA | $991,086.85 |
| Ghilotti Bros., Inc.<br>San Rafael, CA | $769,747.00 |
| Goodfellow Bros<br>Livermore, CA | $639,139.00 |
| Granite Rock Company<br>San Jose, CA | $728,849.70 |
| Maggiora & Ghilotti, Inc.<br>San Rafael, CA | $754,754.00 |
| Martin Brothers Construction<br>Sacramento, CA | $950,000.00 |
| O.C. Jones & Sons, Inc.<br>Berkeley, CA | $603,000.00 |
| RNR Paving Inc.<br>San Ramon, CA | $781,084.41 |
| Team Ghilotti, Inc.<br>Petaluma, CA | $851,417.00 |

**Cuttings Wharf Parking Lot, PW 25-46** 9/11/2025

| Budget Item | Budget Item Amount | CONSTRUCTION PHASE Board Appropriation Request Today | Board Appropriation to date | Appropriation Amount Spent to Date | Appropriation Amount % Spent to Date | Appropriation Amount Balance |
|---|---|---|---|---|---|---|
| Construction | $215,519 | $215,519 | $0 | $0 | 0% | $0 |
| Construction Contingency (25%) | $53,882 | $53,882 | $0 | $0 | 0% | $0 |
| Design and Engineering | $20,000 | $0 | $20,000 | $18,000 | 90% | $2,000 |
| Construction Management | $40,000 | $40,000 | $0 | $0 | 0% | $0 |
| County Project Management/Administration | $50,000 | $50,000 | $0 | $0 | 0% | $0 |
| Geotech, Special Inspections | $20,000 | $20,000 | $0 | $0 | 0% | $0 |
| Property Management | $30,000 | $30,000 | $0 | $0 | 0% | $0 |
| Boat Dock | $75,000 | $75,000 | $0 | $0 | 0% | $0 |
| | $504,401 | $484,401 | $20,000 | $18,000 | 90% | $2,000 |

***Admin and Sullivan are funded by the Facilities Space Plan and Plan Development Project, but spending is being tracked seperately.**

**Sullivan Parking Lot, PW 25-46** 9/11/2025

| Budget Item | Budget Item Amount | CONSTRUCTION PHASE Board Appropriation Request Today | Board Appropriation to date | Appropriation Amount Spent to Date | Appropriation Amount % Spent to Date | Appropriation Amount Balance |
|---|---|---|---|---|---|---|
| Construction | $211,791 | $211,791 | $0 | $0 | 0% | $0 |
| Construction Contingency (15%) | $31,769 | $31,769 | $0 | $0 | 0% | $0 |
| Design and Engineering | $18,546 | $0 | $18,546 | $10,068 | 54% | $8,478 |
| Construction Management | $20,000 | $20,000 | $0 | $0 | 0% | $0 |
| County Project Management/Administration | $30,000 | $30,000 | $0 | $0 | 0% | $0 |
| Geotech, Special Inspections | $6,500 | $6,500 | $0 | $0 | 0% | $0 |
| Property Management | $12,000 | $10,000 | $0 | $0 | 0% | $0 |
| | $330,606 | $310,060 | $18,546 | $10,068 | 54% | $8,478 |

**Admin Parking Lot, PW 25-46** 9/11/2025

| Budget Item | Budget Item Amount | CONSTRUCTION PHASE Board Appropriation Request Today | Board Appropriation to date | Appropriation Amount Spent to Date | Appropriation Amount % Spent to Date | Appropriation Amount Balance |
|---|---|---|---|---|---|---|
| Construction | $175,690 | $175,690 | $0 | $0 | 0% | $0 |
| Construction Contingency (15%) | $26,354 | $26,354 | $0 | $0 | 0% | $0 |
| Design and Engineering | $15,000 | $15,000 | $0 | $0 | 0% | $0 |
| Construction Management | $20,000 | $20,000 | $0 | $0 | 0% | $0 |
| County Project Management/Administration | $30,000 | $30,000 | $0 | $0 | 0% | $0 |
| Geotech, Special Inspections | $5,500 | $5,500 | $0 | $0 | 0% | $0 |
| Property Management | $7,000 | $7,000 | $0 | $0 | 0% | $0 |
| | $279,544 | $279,544 | $0 | $0 | 0% | $0 |

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1611

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Public Works Director

**REPORT BY:** Steven Lederer, Public Works Director

**SUBJECT:** Receive a report on emergency projects currently under construction

## RECOMMENDATION

Approve a report of emergency Public Works actions on three projects as authorized by Resolution No. 2015-37, determine that the emergency does not permit the delay associated with competitive bidding procedures, and that the emergency actions are necessary to respond to the emergency pursuant to Public Contract Code Section 22050(c)(1) and affirm the need to continue this action. (No Fiscal Impact)

[4/5 vote required]

## BACKGROUND

Per Public Contract Code section 22050(c)(1), when the Board orders expedited contracting procedures be used, the Board shall review the emergency action at its next regularly scheduled meeting and at every regularly scheduled meeting thereafter (but not more often than every 14 days) until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

### Project 1: Pope Canyon Rd. Mile Post Marker (MPM) 4.35 ($550,000)

Recent storms caused significant damage to the County road system, resulting in the Board of Supervisors declaring a state of emergency. Some of the sites required immediate action to protect the public and ensure the damage does not spread to other areas. The County used emergency contracting procedures to initiate work on these areas, which allowed for reduced time to hire contractors to perform the work.

**Status:** Construction commenced 7/28. All (50) piers are complete. Paving completed 9/2. Shoulder backing completed 9/8, Striping occurred on 9/15. Project is now completed and will be removed from further emergency project updates moving forward.

### Project 2: Mt. St. Helena Communications Tower Emergency Generator Replacement ($145,313)

The County currently has a 40-foot-tall telecommunications tower atop the South Peak of Mt. St. Helena that was built in 1970. This site is critical for the operation of public safety communication throughout the county

serving local government, law enforcement, and fire agencies.

In April of 2025, the emergency generator that previously provided power during outages ceased operation. To temporarily resolve this, Public Works borrowed one mobile generator from the Office of Emergency Services (OES) to operate on standby at the communications tower. While this temporary solution works in the short term, it limits resources that OES can deploy in emergency situations. Additionally, there is concern that the fuel capacity of the mobile generator may not meet the operational time required for emergency situations at the communications tower during a power outage. Because of the tower's remote location, access to the tower during an emergency may be significantly hampered, making refilling the temporary generator's fuel tank during an emergency challenging. If the communications tower is left without power, especially in an emergency, this has the potential to severely affect the response of emergency agencies to the public.

Public Works staff determined that it is necessary to replace the temporary generator with a permanent generator, equipped with a higher capacity fuel tank that will be suitable to power the communications tower in an emergency, as soon as possible. Staff went through Sourcewell to obtain a quote for a contractor with the ability to provide and install the replacement generator. Based on the Sourcewell quote received, Public Works approved a contract with Peterson Power Systems, Inc. for the replacement of the emergency generator.

**Status:** Peterson Power Systems, Inc. is working on contract, bonds, insurance and submittals including necessary structural calculations for County review and approval to release generator order. Delivery date is still to be determined.

**Project 3: Yountville Fire Department Bathroom Emergency Repairs ($373,620)**

Severe leaks and water damage, which is potentially jeopardizing the normal use of the station, have been identified at the Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599. Public Works and the Fire Department Chiefs met to discuss the safety concerns of occupying a building with potential biological growth. In addition, the urinal became inoperable due to leaks and the building bathroom was insufficient to serve the staff at the fire station. The conditions of the building made the long design period and competitive bidding process, which would not start until October 2025, to be insufficient to keep the fire station operational. Without repairing the bathroom as an emergency, Fire could need to relocate staff to a temporary housing option, which would induce higher cost and a decrease in public safety due to the longer response time to travel back to the station.

**Status:** Shower room No. 1 is completed. Shower room No. 2 demolition is underway with a scheduled completion date of 10/24.

The Board has previously approved funding and no additional funds are being requested at this time. Good progress is being made, and staff recommends continuing these projects to conclusion in order to expeditiously protect public safety and property.

Requested Action:

Approve the above report and affirm that these projects should continue under the expedited contracts.

[4/5 vote required]

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Approval of this action will allow these important safety projects to proceed to completion in an expeditious manner. |
| Is the general fund affected? | No |
| Consequences if not approved: | If not approved, the projects underway will be stopped until formal bidding procedures can be conducted, resulting in month's delays in restoring this important infrastructure. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1637

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Graham Wadsworth, P.E., Engineering Supervisor

**SUBJECT:** Approve Updated Napa County Public Works Department Title VI Implementation Program Plan

## RECOMMENDATION

Adopt a Resolution approving a Title VI Plan Update which is a requirement for agencies receiving federal financial assistance. (No Fiscal Impact)

## BACKGROUND

In order for its projects to be eligible for federal funding, Napa County's Public Works Department (Department) is required to have a Title VI of the Civil Rights Act of 1964 Program and Implementation Plan that is approved by the Napa County Board of Supervisors. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d). Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. The Department is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI.

On August 14, 2018, the Board of Supervisors approved the Department's Title VI Plan and that 2018 edition is due for an update. The Department contracted with Moore Iacofano Goltsman, Inc. for assistance updating its Title VI Plan.

The Title VI Plan encompasses the following: Title VI Training, Title VI Information Poster, Annual Accomplishments Report, Title VI Complaint Procedures (Spanish Translation), Data Collection Procedures, Limited English Proficiency Plan (LEP) (Four Factor Analysis), etc.

The Title VI Implementation Program Plan requires:

- Posting of the Title VI Implementation Program Plan in English and Spanish on County's website
- Posting of Title VI posters in English and Spanish in highly visible locations and made available online
- Implementation of the Language Assistance Measures such as bilingual staff and language lines
- Providing training to Napa County Public Works rank/file employees every 2 years and managers/supervisors annually, and to newly hired or promoted staff within 6 months of hire
- Data collection every three years to monitor the Limited English Proficiency (LEP) Plan and make needed revisions to the plan and staff training
- Preparing and submitting the Annual Accomplishment and Goals Report to funding agencies such as California Department of Transportation (Caltrans)

Requested action: Adopt a resolution approving the updated Title VI Plan

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Mandatory |
| Is the general fund affected? | No |
| Future fiscal impact: | In the future, staff time is required to manage the Title VI Program; however, the costs are minor in comparison to amount of federal funding utilized by Napa County. |
| Consequences if not approved: | Federal agencies could require Napa County to return federal funds and not obligate future federal funding to Napa County. |

## 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. 2025-___**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, APPROVING THE PUBLIC WORKS DEPARTMENT TITLE VI IMPLEMENTATION PROGRAM PLAN**

**WHEREAS,** Napa County obtained and will continue to obtain funding from the Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), and U.S. Environmental Protection Agency (USEPA), and other federal agencies for road and bridge projects; and

**WHEREAS,** recipients of federal funds are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 (Title VI); and

**WHEREAS,** Napa County Public Works Department (Department), as a recipient of federal funds, is required to prepare a Title VI Plan to clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related nondiscrimination statues; and

**WHEREAS,** the Department, with the assistance of Moore Iacofano Goltsman, Inc., prepared a Title VI Plan which was approved by the Napa County Board of Supervisors on August 14, 2018; and

**WHEREAS,** the Department's Title VI Plan must be kept current and its 2018 edition is due for a revision; and

**WHEREAS,** the Department, with the assistance of Moore Iacofano Goltsman, Inc., has prepared an updated edition of the Department's Title VI Plan; and

**WHEREAS,** the Department is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI; and

**WHEREAS,** the 2025 plan was developed to guide the Department in its administration and management of Title VI related activities for the public and vendors.

**NOW, THEREFORE, BE IT RESOLVED** that the Napa County Board of Supervisors approves the Napa County Department of Public Works Title VI Implementation Program Plan 2025.

*[remainder of page intentionally blank]*

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 23rd day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By: _____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Ryan FitzGerald* (e-sign)<br>Deputy County Counsel<br><br>Date: September 11, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By: _____ |

Napa County Department of

Public Works

# Title VI Implementation Program Plan

# 2025

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# I. Introduction

The Napa County Public Works Department is a recipient of Federal Highway Administration (FHWA) federal-aid highway funds and Federal Aviation Administration (FAA) federal-aid airport funds and funding from Federal Emergency Management Agency (FEMA), the Environmental Protection Agency and other federal sources. Recipients of federal funds are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 (Title VI). Title VI forbids discrimination against anyone in the United States on the basis of race, color, or national origin in the programs and activities of an agency receiving federal financial assistance. In addition to Title VI, the other nondiscrimination statutes that afford legal protection are: Section 162 (a) of the Federal-Aid Highway Act of 1973 (23 USC 324) (sex), Age Discrimination Act of 1975 (age), and Section 504 of the Rehabilitation Act of 1973/Americans with Disabilities Act of 1990 (disability). Together, these requirements define an over-arching Title VI Program. It is important to also understand that Title VI and the additional nondiscrimination requirements apply to all Napa County Public Works Department programs even when only one program receives federal funds.

The Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal funds. Simply stated, the Napa County Department of Public Works is to ensure that none of its activities or programs treats any part of a community any differently than another. The Napa County Department of Public Works is committed to achieving full compliance. Through this Title VI Program Plan, the Department expects every manager, supervisor, employee, and sub recipient of federal-aid funds administered by the Public Works Department to be aware of and apply the intent of Title VI and related nondiscrimination statutes in performing assigned duties. The Title VI Program Plan focuses on the functional areas with significant public contact responsibilities and provides the policy direction necessary to ensure compliance with Title VI and related nondiscrimination statutes.

Napa County Public Works Department, as a recipient of federal funds, is required to prepare a plan to clarify roles, responsibilities, and procedures to ensure compliance with Title VI and related nondiscrimination statutes. The Title VI Program Plan must be kept current with census data, summary outreach efforts, and updated four-factor analysis. As a recipient of FHWA funds, Napa County Public Works Department must update the Title VI Program Plan annually, unless there are no changes.

The Napa County Public Works Department relies on its Title VI Program Manager to work with staff to implement and monitor compliance with Title VI nondiscrimination requirements.

# II. Title VI Policy Statement

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d). Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency.

Napa County Public Works Department (Department) is committed to ensuring that no person is excluded from participation in or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI. This plan was developed to guide the Department in its administration and management of Title VI related activities for the public and vendors.

# III. Organization, Staffing, and Structure

**Department Function and Responsibilities**

**Mission**
The Napa County Public Works Department is dedicated to sustaining health, safety, quality of life and protection of natural resources by providing and maintaining public facilities and services in partnership with the community and other public agencies for current and future residents, workers, animals and visitors of Napa County.

**Function and Responsibilities**
The Department has many programmatic responsibilities and oversees a variety of activities. The Department is organized into four divisions as follows:

**Engineering**
- Construction and Design Engineering: Oversees and implements the County's Capital Improvement Program, including buildings and civil projects.
- Roads: Protects, preserves, enhances and improves the existing County road system by operating and maintaining 418 centerline miles of County roads so that they are safe, reliable, and accessible for all users. The vast majority of roadway miles are rural in nature and almost one third of these constitute the County's major arterial or collector network.
- County Surveyor: Administers County surveys and maintains records of governmental surveys and lines. Processes lot line adjustments and subdivision maps.

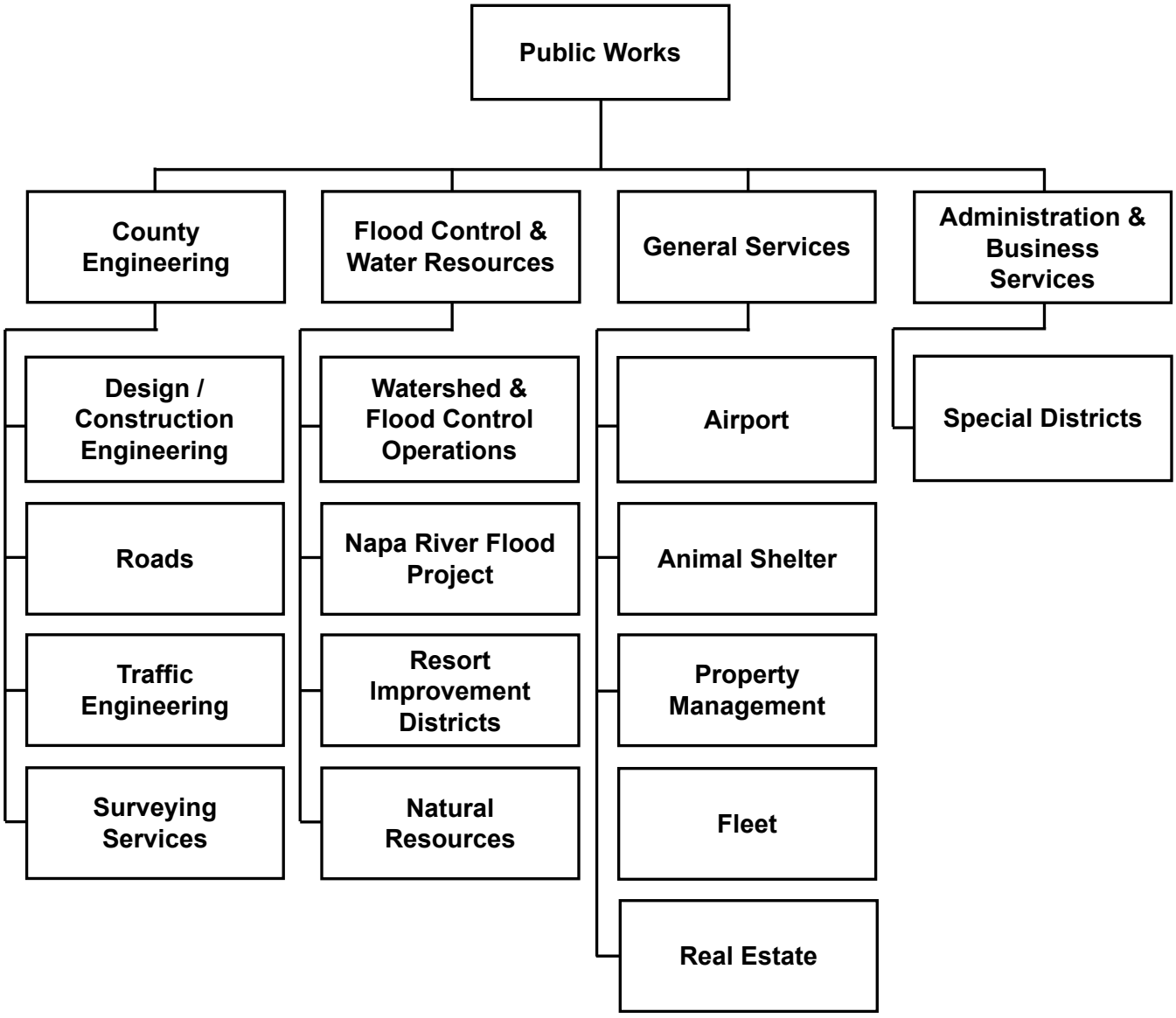
**Flood Control and Water Resources**
- Environmental Services and Napa Flood Project: Public Works provides staffing for the Napa County Flood Control & Water Conservation District activities, which include managing the Measure "A" funded Napa River Flood Protection Project and performing a variety of watershed maintenance functions.
- Resort Improvement Districts: Public Works provides staff to operate water and sewer service for Lake Berryessa Resort Improvement District and Napa Berryessa Resort Improvement District.
- Natural Resources: The Natural Resources Conservation (NRC) Division programs include Integrated Waste Management, Water Resources Conservation, and Energy Efficiency.

**General Services**
- Airport: Manages the operation and maintenance of the Napa County Airport.
- Animal Shelter: The Animal Shelter is responsible for receiving, housing and caring for stray and unwanted animals, conducting adoption, spay, and neuter programs and issuing dog licenses and kennel permits.
- Property Management: Property Management provides ongoing custodial, maintenance and rehabilitation work on County facilities. It provides for the repair and maintenance of the County's mechanical equipment and other machinery. Oversight is provided for a variety of maintenance services including all landscaping and grounds keeping operations on County premises, the Cuttings Wharf Boat Launch and the Solano Avenue Bike Rest facilities. Utility costs for County buildings are also monitored and managed within this budget unit.
- Fleet: This Division provides a working capital fund for the purchase and operation and maintenance of the County-owned vehicle fleet and road maintenance equipment.

- Real Estate: Provides real estate management including executing leases, space licenses, acquisition and disposal of real property and ongoing management of leased spaces.

**Administration**

- Administration and Business Services: Provides management, administrative, clerical, fiscal and accounting support to all Public Works functions.
- Special Districts: The Division provides contracted services for County Service Area No. 3, Upper Valley Waste Management Agency, Silverado Community Services District, Monticello Public Cemetery District, Lake Berryessa Resort Improvement District, Napa Berryessa Resort Improvement District and the Devlin Road Community Facilities District.



# IV. Title VI Program Manager

The Napa County Public Works Director is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes within the Public Works Department and has directed that non-discrimination is required of all employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The Napa County Public Works Department has identified the Title VI Coordinator to carry out the Title VI program. The Title VI Coordinator is:

Napa County Public Works Department
Title VI Program Manager
Steve Lederer
1195 Third Street, Ste 101
Napa, CA 94559
Ph: 707-253-4351
Email: TitleVIprogram@countyofnapa.org

The Napa County Public Works Department through its Title VI Program Manager works with staff to implement and monitor compliance with Title VI nondiscrimination requirements.

The Title VI Manager is responsible for:

- Preparing a Title VI plan and annual report on the Department's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints and compiling a complaint log;
- Developing procedures for the collection and analysis of statistical data;
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiencies and writing the remedial action needed for resolution.

# V. Title VI Program Monitoring

**Title VI Assurances**

The Department is required to monitor and ensure that contractors and subrecipients hired (hereafter collectively referred to as CONTRACTOR) for Department projects agree to the following assurances:

1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, section 21.5, including employment practices when the agreement covers a program set forth in the Regulations, Appendix B.

3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation, FHWA or other federal funding agency to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

5) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

   a) Withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

   b) Cancellation, termination or suspension of the Agreement, in whole or in part.

6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation, FHWA or other deferral funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event

CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**Sub-recipients**
All subcontractors and vendors who receive payments from County where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended.

Written contract shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

**Contractor DBE Forms**
Relevant contractor forms including Exhibits 10-O1, 10-O2, 15-G, 16-Z1, 17-F, 17-F1, etc. can be found on the Caltrans Local Assistance Procedures Manual (LAPM) Forms page at https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms. Exhibit 10-R provides boilerplate agreement language to ensure that contracts conform to fiscal, Federal, and State provisions.

# VI. Public Information Requirements

Title VI information posters shall be prominently and publicly displayed in the County's facilities (see Attachment 4). Information on the Title VI Complaint Procedure is available on the County's Public Works website, at https://www.countyofnapa.org/1689/DBE-Title-VI-Complaint-Procedure (see Attachment 5). Additional information relating to nondiscrimination obligations can be obtained from the Title VI Program Manager.

Additional resources for staff and the public on Title VI are provided in the links below:

US Department of Justice. Title VI of the Civil Rights Act of 1964:
https://www.justice.gov/crt/fcs/TitleVI-Overview

FHWA Title VI of the Civil Rights Act and Additional Non-Discrimination Requirements:
https://www.fhwa.dot.gov/civilrights/programs/tvi.cfm

## EXHIBIT 1 - TITLE VI POSTER – ENGLISH

# TITLE VI

## Your Rights Under Title VI of the Civil Rights Act of 1964

**Title VI Discrimination Complaints may be submitted to:**

Steve Lederer
Title VI Coordinator

Napa County Department of Public Works
1195 Third Street, Ste 101
Napa, CA 94559
707-253-4351

TitleVIprogram@countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

Title VI of the Civil Rights Act of 1964 provides that "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 subjected to discrimination under any program or activity receiving federal financial assistance." Related statutes provide protection against discrimination on the basis of sex, age, disability, and socioeconomic status.

Any person who believes they have been discriminated against may file a written complaint within 180 days of the alleged discrimination.

Additional information and Title VI Discrimination Complaint Forms can be obtained on the Napa County Public Works Department's website at: www.countyofnapa.org/1689/DBE-Title-IV-Complaint-Procedure.

## EXHIBIT 2 - TITLE VI POSTER - SPANISH

# TÍTULO VI

## Sus Derechos Bajo el Título VI de la Ley de Derechos Civiles de 1964

**Quejas de Discriminación Bajo Título VI Pueden enviarse a:**

Steve Lederer
Title VI Coordinator

Napa County Department of Public Works
1195 Third Street, Ste 101
Napa, CA 94559
707-253-4351

TitleVIprogram@countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

El Título VI de la Ley de Derechos Civiles de 1964 establece que ninguna persona deberá, con base en su raza, color de piel o país de origen, ser excluida de participar, ser negado beneficios, o estar sujeta a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal. Estatutos relacionados brindan protección contra la discriminación basado en el sexo, la edad, la discapacidad y el nivel socioeconómico.

Cualquier persona quien cree que ha sido discriminado puede presentar una queja por escrito dentro de los 180 días después de la supuesta discriminación.

Mas información y el formulario de queja de discriminación bajo Título VI se puede obtener en la página del Departamento de Obras Publicas del Condado de Napa: www.countyofnapa.org/1689/DBE-Title-IV-Complaint-Procedure.

## EXHIBIT 3 - TITLE VI POSTER -TAGALOG

# TITLE VI

## Ang iyong mga Karapatan sa ilalim ng Title VI ng Batas Karapatan ng Sibil ng

Ang Titulo VI ng Batas ng mga Karapatang Sibil ng 1964 ay nagsasaad na "walang sinuman sa Estados Unidos ay, sa batayan ng lahi, kulay, o pinagmulan ng bansa, ay hindi kasama sa paglahok, tinanggihan ang mga benepisyo ng, o mapapailalim sa diskriminasyon sa ilalim anumang programa o aktibidad na tumatanggap ng pederal na tulong pinansyal. "Ang mga kaugnay na batas ay nagbibigay ng proteksyon laban sa diskriminasyon batay sa kasarian, edad, kapansanan, at katayuan sa socioeconomic.

Ang sinumang tao na naniniwala na sila ay may discriminated laban ay maaaring maghain ng nakasulat na reklamo sa loob ng 180 araw mula sa diumano'y diskriminasyon.

Karagdagang impormasyon at maaaring makuha ang Mga Form sa Reklamo sa Diskriminasyon sa Title VIof Public Works ng Napa County sa website ng Departmentsa: www.countyofnapa.org/1689/DBE-Title-IV-Complaint-Procedure.

**Maaaring isumite ang Mga Reklamo sa Diskriminasyon sa Title VI sa:**

Steve Lederer
Title VI Coordinator

Kagawaran ng Mga Pampublikong Gawain ng Napa County
1195 Third Street, Ste 101
Napa, CA 94559
707-253-4351

TitleVIprogram@countyofnapa.org

A Tradition of Stewardship
A Commitment to Service

# VII. Limited English Proficiency Four Factor Analysis

**Introduction**

To clarify Title VI of the Civil Rights Act of 1964, President William J. Clinton signed "Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency (LEP)" in August 2000.

The purpose of this executive order was to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language. This executive order stated that individuals who have a limited ability to read, write, speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964. The Executive Order states that:

> "Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients must comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well. Federal financial assistance includes grants, training, and use of equipment, donations of surplus property, and other assistance. Title VI applies to a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. The Napa County Public Works Department receives funds from the US Department of Transportation (US DOT) via the Federal Highway Administration (FHWA) for its County roads and receives funds from the Federal Aviation Administration (FAA) for its airport. The Department also receives funding from FEMA, EPA and other federal sources.

The US Department of Transportation published Policy Guidance Concerning Recipients' responsibilities towards Limited English Proficient individuals in the Federal Register of December 14th, 2005. This guidance applies to all US DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others.

**Designing an Effective LEP Policy**

**A) ELEMENTS OF AN EFFECTIVE LEP POLICY**

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Evaluating accessibility to available transportation services through a Four-Factor Analysis
3. Identifying ways in which language assistance will be provided
4. Training Staff
5. Providing notice to LEP persons

These recommended plan elements have been incorporated into this plan.

## B) METHODOLOGY FOR ASSESSING NEEDS AND REASONABLE STEPS

The US DOT guidance outlines four factors that should be analyzed in order to assess the recipient agency's language needs. The objective of this Four-Factor Analysis is to determine the reasonable steps the recipient should take to ensure meaningful access to services for LEP persons. The four factors include:

1. The **number or proportion** of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The **frequency** with which LEP individuals come in contact with the program.
3. The **nature** and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The **resources** available to the Napa County Public Works Department and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments. Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

In order to assess the needs of the County in terms of language assistance to LEP individuals, the plan analyzed a variety of data sources. Census data was consulted to determine the languages spoken by LEP individuals. The plan was also informed by an informal survey completed by the Public Works Department members of staff who interact with the community as part of their job. Given the number of LEP individuals, as displayed in Table #1, the probability of encountering an LEP individual is fairly low. However, given that many of our services just as road maintenance, flood protection and animal services play a role in the health and safety of our community, it is important that we ensure accessibility to all of the Department's programs, services and activities.

## C) THE FOUR-FACTOR ANALYSIS

This plan uses the recommended four-factor analysis as outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to Napa County Public Works Department services for LEP individuals.

Recommendations are then based on the results of the analysis.

### Factor 1: The Proportion, Numbers and Distribution of LEP Persons

The Census Breau has a range for four classifications of how well people speak English, these include: 'very well,' 'well,' 'not well,' and 'not at all.' For the purposes of this plan, Limited English Proficient persons are considered people that speak English less than 'very well.'

The 2023 American Community Survey Data for Napa County indicates that 44,037 (34%) of individuals in the County speak a language other than English. Of those individuals, 19,385 have identified themselves as speaking English less than 'very well', which represents 14.9% of the County's population 5 years and older. Of the individuals that speak English less than very well, 16,504 speak Spanish (or 85% of the total population that speaks English less than very well), 1,928 speak Asian and Pacific Island languages, 902 speak Indo-European languages other than Spanish, and 261 speak other languages.

**Table #1: Language Spoken at Home**

| | Total Number of Speakers | Speak English Less Than "Very Well" | Speak English Less Than "Very Well" as Percent of total population 5 years old and over |
|---|---|---|---|
| **Population 5 years and over** | **129,849** | **19,385** | **14.9%** |
| **Speak a language other than English** | **44,037** | **19,385** | **14.9%** |
| *Spanish* | 35,028 | 16,504 | 12.7% |
| *Other Indo-European Language* | 3,490 | 902 | .6% |
| *Asian and Pacific Island Languages* | 5,258 | 1,928 | 1.4% |
| *Other Languages* | 261 | 51 | .03% |

Source: U.S. Census Bureau, 2023 American Community Survey 5-Year Estimates

**Factor 2: Frequency of Contact with LEP Individuals**

The Napa County Public Works Department has conducted an informal survey of its employees to help estimate the frequency with which the department interacts with LEP individuals. The survey was completed by a representative sample of the Department's staff, including employees from all program and service areas. Employees were asked about the frequency of their interactions with LEP individuals both in the office and out in the field. Frequency ranged from "not at all" to "daily" depending on their position. Staff with field responsibilities noted they were likely to encounter a LEP person.

**Factor 3: The Nature and Importance of the Program, Activity or Service to LEP Individuals**

The Napa County Public Works Department's main function is to maintain the unincorporated road network, flood control facilities, the airport, County buildings, and the animal shelter facilities throughout the unincorporated Napa County. It is believed that denial or delay of access to services or information provided by the Napa County Public Works Department could have serious implications on an LEP individual. Services that impact residents' health and safety are of particular importance, such as water resources, animal control, sewer, road maintenance for fire protection and other emergency services. It can therefore be determined that denial of services to an LEP individual could have significant detrimental effect on that person.

**Factor 4: The Resources available to the Public Works Department and Overall Cost**

The US DOT Guidance Concerning Recipients' Responsibilities to LEP Persons published in the Federal Register, December 14, 2005, states:

> *"A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, "reasonable steps" may cease to be reasonable where the costs imposed substantially exceed the benefits. Recipients should carefully explore the most cost-effective means of delivering competent and accurate language services before limiting services due to resource concerns."*

Based on this guidance, the Napa County Department of Public Works has reviewed the resources it has available to provide language resources in order to estimate the level of language services it can provide. Given the concentration of LEP individuals in the County, the County has determined that it has the resources to translate its vital documents into Spanish, which is spoken by 85% of LEP individuals in the County, and Tagalog which falls under the "Safe Harbor" provision (as discussed below). Other languages will be provided translation services upon request. The Department has bi-lingual staff, a consultant to translate documents, and a phone number (800-521-1786) to help with language assistance. The cost associated with the necessary translation of documents will be allocated on an as-needed basis and charged to the program that is responsible for the information being requested.

**D) SAFE HARBOR PROVISION**

Because the Department of Transportation (DOT) guidelines regarding "Safe Harbor Provision" for translation of written materials requires the identification of "Safe Harbor Languages", careful attention must be paid to the absolute numbers as well as the percentage of the population that do not speak English in the development of the LEP Plan. FTA Circular 4702.1B states the following with respect to the Safe Harbor Provision:

> *"The Safe Harbor Provision stipulates that, if a recipient provides written translation of vital documents for each eligible LEP language group that constitutes five percent (5%) or 1,000 persons, whichever is less, of the total population of persons eligible to be served or likely to be affected or encountered, then such action will be considered strong evidence of compliance with the recipient's written translation obligations. Translation of non-vital documents, if needed, can be provided orally. If there are fewer than 50 persons in a language group that reaches the five percent (5%) trigger, the recipient is not required to translate vital written materials but should provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost."*

The "Safe Harbor" provision applies to the translation of vital written documents only. Based on sources using US Census data, the number of people in the County who speak English "less than very well" and meet the 1,000 person threshold include Spanish speaking and Tagalog speaking members of the community. Per the federal Safe Harbor Provision, the County is obligated to translate vital materials for the department into Tagalog.

**E) TRANSLATION OF VITAL DOCUMENTS**

Determining whether a document is "vital" and therefore requires translation depends on the seriousness of consequences that the LEP individual may face if the information in question is not provided accurately or in a timely manner. The following are examples of written materials that may be considered vital:

- Applications
- Consent forms
- Complaint forms
- Intake forms with potential for health consequences,
- Letters/notices pertaining to eligibility for benefits; rights; the reduction, denial, or termination of services or benefits; that require a response; or that are part of emergency preparedness or risk communications

- Documents that must be provided by law
- Notices regarding the availability of free language assistance services

If the document does not fall into one of the above categories, or if its status is unclear, consider whether a member of the public could fail to access or participate in, or be terminated from, a program, service or activity, or suffer significant financial, physical, or other harm if they are unable to complete and/or understand the information in that document. If the answer to any of those questions is "Yes," the document should be considered vital.

**F) LANGUAGE ASSISTANCE MEASURES**

The Department provides notice to LEP person in a variety of ways. These activities and notifications include:

- Signage and posters in Spanish and Tagalog and notification that free language assistance is available.
- Other outreach notifications may be done in Spanish and Tagalog including notification that free language services are available from the agency
- Verbal communications with bi-lingual staff inform respondents that free language assistance is available including translation of important documents.
- Working with community-based organizations to keep them informed of County language assistance services so they can inform their constituents

The Department has several methods for providing language assistance to LEP person. These activities and notifications include:

- Title VI Program Manager has identified staff with suitable language skills to provide basic language assistance
- Title VI Program Manager is responsible for facilitating a response to any written correspondence from an LEP Person
- Bi-lingual County staff in public contact positions are usually able to provide a basic response regarding language assistance.
- Field staff may be accompanied by a bi-lingual staff person to address the needs of a LEP-person.
- Bi-lingual Department staff may provide an initial assessment of the level of language assistance support needed and work to schedule the participation of an interpreter or arrange for translations of important documents needs to support the LEP person's inquiry.
- Mono-lingual staff will be kept informed of staff language capabilities, so they can seek immediate assistance should they be contacted in person, by phone or in writing.
- The Department has a consultant to translate documents as needed
- The Department provides the following phone number for language assistance: 800-521-1786.

**Staff Training:**

Department staff receive training every two years regarding the Title VI Program requirements. The training includes how to be responsive to a LEP person and the program includes potential scenarios where they might encounter an LEP person. Staff are provided strategies to help them respond effectively, regardless of their personal language capabilities.

**LEP Plan Monitoring:**

Every three years, the Title VI Program coordinator will conduct a survey of a sample of employees from each division within the department to collect information about the number and types of interactions they have with LEP person to determine if updates or revisions are needed to this plan and related staff training.

# VIII. Complaints Procedure

In accordance with 23 CFR Section 200.9(b)11, the Department is obligated to develop procedures for prompt processing and disposition of Title VI complaints received directly by the Department.

**How to file a Title VI complaint?**

Any person who believes that they have been subjected to discrimination may file a signed, written complaint up to one hundred and eighty (180) days from the date of the alleged discrimination. The complaint may come from the public or a vendor. The complaint should include the following information:

- Your name, mailing address, and how to contact you (i.e., telephone number, email address, etc.)
- How, when, where and why you believe you were discriminated against. Include the location,
- Names and contact information of any witnesses.
- Other information that you deem significant

The Title VI Complaint Form in Exhibit 4 (English), Exhibit 5 (Spanish), and Exhibit 6 (Tagalog) may be used to submit the complaint information.

The complaint may be filed in writing with the Department at the following address:

Title VI Program Manager

Napa County Public Works Department

1195 3rd Street, Suite 101

Napa, CA 94559

If an individual is unable to write a complaint, the Public Works staff will assist the individual. If requested, the Public Works Department will provide a language or sign interpreter. An individual also has the right to file a complaint directly with the U.S. Department of Transportation and/or the California Department of Transportation.

NOTE: The Department encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Title VI Program Manager as soon as possible, but no later than 180 days from the alleged date of discrimination.

**What happens to the complaint after it is submitted?**

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by the Department will be directly addressed by the Department.[1] The Department shall also provide appropriate assistance to complainants, including those who are limited in their ability to communicate in English. Additionally, the County shall make every effort to address all complaints in an

[1] Complaints alleging discrimination due to disability will not be addressed by the Department, but must be submitted to Alfredo Larranaga, County of Napa Safety Officer and ADA Coordinator, Risk Management, 1195 Third Street, Suite 310, Napa, CA 94559.

expeditious and thorough manner. The County will promptly resolve deficiencies and prepare the necessary remedial action within 90 days (per 23 CFR 200.9(b)(15). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

**How will the complainant be notified of the outcome of the complaint?**

The Title VI Program Manager will mail a "Notice of Determination" to the Complainant. The Notice shall include information regarding appeal rights, including:

- Napa County will reconsider this determination, if new facts, come to light; and
- If a Complainant is dissatisfied with the determination and/or resolution set forth, the Complainant has the right to appeal.
- If the Complainant disagrees with the Title VI Program Manager's response set forth in the Notice of Determination, they may appeal by submitting a written request to the Director of Public Works within 10 calendar days after receipt of the Notice of Determination. The appeal shall be sufficiently detailed and contain any items the Complainant feels were not fully understood by the Title VI Program Coordinator. The Director of Public Works will notify the Complainant of their decision to accept or reject the appeal within 10 calendar days of receipt. In cases where the Director of Public Works agrees to reconsider, the matter shall be reviewed in accordance with the County's referral to review process.

The Department will maintain a complete log of all complaints, including the following information: date complaint was filed; date of alleged discriminatory act(s); names of complainant and respondent; basis (protected class under Title VI) and nature of the complaint; whether the complaint was investigated; the name of the investigator; and the disposition of the complaint. See Exhibit 7, Example Complaint Log.

# EXHBIT 4 - TITLE VI COMPLAINT FORM - ENGLISH

## TITLE VI Discrimination Complaint Form

**Your Contact Information**
**Name:** _____
**Address:** _____
**City:** _____ **State:** _____ **Zip:** _____
**Home Phone:** _____
**Work Phone:** _____
**Email:** _____

**Discrimination Complaint**
**Name of Agency or Person that You Believe Discriminated Against You:**

_____

**Date of Alleged Incident(s):**

_____

**You believe you were discriminated because of (check all that apply):**

_____ Race
_____ Retaliation
_____ Sex
_____ Familial Status
_____ Religion
_____ Color
_____ National Origin (Language)
_____ Age
_____ Other

**Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved, including any witnesses. Be sure to include how other persons were treated differently than you, if applicable. Also attach any relevant written material pertaining to the incident(s):**

_____
_____
_____
_____
_____

**Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court? _____Yes _____ No**
**If yes, which? _____Federal Court _____State Court _____Federal Agency**
**_____State Agency _____Local Agency**

**Signature:** _____ **Date:** _____

**Please mail this form to: Napa County Public Works, Attn: Title VI Program Manager, 1195 3rd Street, Napa, CA 94559**

# EXHIBIT 5 – TITLE VI COMPLAINT FORM – SPANISH

## TÍTULO VI Y ESTATUTOS RELACIONADOS
## QUEJA DE DISCRIMINACIÓN

**Su Información de Contacto**
**Nombre:** _____
**Dirección** _____
**Cuidad:**_____**Estado:** _____ **Código Postal:** _____
**Teléfono de casa:** _____
**Teléfono de trabajo**: _____
**Correo Electrónico:** _____

**Queja de Discriminación**
**Nombre de la Agencia o Persona que usted cree que ha discriminado contra usted:**

_____

**Fecha del supuesto incidente(s):**

_____

**Usted piensa que ha sido discriminado por causa de (seleccione todas las respuestas que correspondan):**

_____ **Raza**
_____ **Represalias**
_____ **Sexo**
_____ **Estado Familiar**
_____ **Religión**
_____ **Color**
_____ **Origen Nacional (idioma)**
_____ **Edad**
_____ **Otro**

**Explique lo más breve y claramente posible lo que pasó y como usted piensa que ha sido discriminado. Indique quien fue implicado, incluya testigos. Asegúrese de incluir como otras personas fueron tratados diferentemente que usted, si es aplicable. Además, incluya cualquier documento escrito relacionado al incidente.**

_____
_____
_____
_____
_____

**¿Ha presentado esta queja a otra agencia federal, estatal o local, o a un tribunal federal o estatal? _____ Sí _____ No**
**En caso afirmativo, ¿cuál? _____ Tribunal Federal _____ Tribunal Estatal**
**_____ Agencia Federal _____ Agencia Estatal _____Agencia Local**

**Firma:** _____ **Fetcha:** _____

**Por favor, envíe este formulario a: Napa County Public Works, Attn: Title VI Program Manager, 1195 3rd Street, Napa, CA 94559**

# EXHIBIT 6 – TITLE VI COMPLAINT FORM - TAGALOG

## TITULO VI AT MGA KAUGNAY NA BATAS
### REKLAMO LABAN SA DISKRIMINASYON

Iyong Impormasyon sa Pakikipag-ugnay
Pangalan: _____
Tirahan: _____
Lungsod: _____Estado: _____Zip: _____
Telepono sa Tahanan: _____
Telepono sa Trabaho: _____
Email: _____

Reklamo Laban sa Diskriminasyou
Pangalan ng Ahensiya o Tao na Pinaniniwalaan Mo na may Ginawang Diskriminasyon Laban sa Iyo:
_____

Petsa ng Hinihinalang (mga) Insidente:
_____

Naniniwala ka na mayginawang diskriminasyon s aiyo dahil sa (markahan ang lahat ng naaangkop):

_____ Lahi
_____ Paghihiganti
_____ Kasarian
_____ Katayuan ng Pamilya
_____ Relihiyon
_____ Kulay
_____ Pinagmulang Bansa (Wika)
_____ Edad
_____ Iba pa

Ipaliwanag nang maikli at malinaw hangga't maaari kung ano ang nangyari at kung paano mo pinaniniwalaan na may ginaw ang diskriminasyon laban sa iyo. Isulat kung sino ang kasangkot, kabilang ang sinumang mga saksi. Tiyakin na isama kung paano naiiba ang pagtrato sa iban mga tao kaysa s aiyo, kung naaangkop. Maglakip din ng anumang kaugnay na nakasulat na materyal na nauukol sa (mga) insidente:

_____
_____
_____
_____
_____

Naisampa mo na ba ang reklamong ito sa anumang iba pang ahensiyang pederal, estado, o local; o sa anumang kukumang pederal o estado? _____Oo _____ Hindi
Kung oo, saan? _____Pederal na Hukuman _____Hukuman ng Estado
_____Pederal na Ahensiya_____Ahensiya ng Estado _____Lokal na Ahensiya

Lagda: _____ Petsa: _____

Mangyaring ipadala ang form na ito sa: Napa County Public Works, Attn: Title VI Program Manager, 1195 3rd Street, Napa, CA 94559

# EXHIBIT 7 – EXAMPLE TITLE VI DISCRIMINATION COMPLAINT LOG

| | Division: | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | Date Filled Out: | | | | | | | | |
| | Date the Complaint Was Filed | Date of Alleged Discriminatory Act(s) | Name of Complainant | Name of Respondent (Division or Persons Complaint Filed Against) | Basis of Complaint (Protected Class: Race, Color, National Origin, Sex, Age, Income Status) | Nature of the Complaint | Investigated (Y/N) | Investigator | Disposition |
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
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| 15 | | | | | | | | | |
| 16 | | | | | | | | | |
| 17 | | | | | | | | | |
| 18 | | | | | | | | | |
| 19 | | | | | | | | | |
| 20 | | | | | | | | | |

# IX. Data Collection Procedures

Napa County is required by federal regulation to collect statistical data on the race, color, and national origin of participants in and beneficiaries of its programs. Data collection efforts specific to each division and program area are described in the Department's Goals and Accomplishment Report. The following is a brief description of the data collection activities conducted by the Department of Public Works.

- The Department reviews US census tract data to determine appropriate outreach activities based on the demographics of the area where a project is proposed. Department staff translates outreach documents into Spanish countywide. The census tract data also supports the Department's practice of translating outreach documents sent to people near American Canyon into Tagalog.
- The Department sets an annual DBE goal and it is applied on a project- specific basis.
- The County conducts outreach to women-owned and minority owned businesses when soliciting bids and services. The County allows sufficient time for prime contractors to solicit participation from these firms so they can participate as a sub-consultant on the project team.
- The Title VI Program Manager tracks discrimination complaints and monitors their status and resolution.
- Staff track requests they receive from LEP persons for inquiries and services. Most of the divisions have bi-lingual Spanish speaking staff who are available to assist as needed. This information is compiled and reviewed by the Title VI Program Manager each year.

# X. Title VI Training

Napa County Public Works Department must take active steps to ensure that none of its activities or programs treats any part of a community any differently than another. The Napa County Public Works Department is committed to achieving full compliance and expects every manager, supervisor, employee, and sub recipient of federal-aid funds administered by the Napa County Public Works Department to be aware of and apply the intent of Title VI and related nondiscrimination statutes in performing assigned duties.

The Title VI Program Coordinator is responsible for scheduling and conducting training so that that Department staff stay up to date with program requirements. The Title VI Training Program is designed to ensure that Department staff fully understand their responsibilities regarding these requirements, but most importantly, they understand that all community members must receive equal treatment and access to activities and programs. The training includes strategies and procedures to help ensure this happens.

The training focuses on orienting participants to the Department's Title VI Program Plan. The training will also help them understand their responsibilities and improve their ability to respond effectively to a LEP person or an individual who may have a concern about being treated unfairly. We expect the training will take 1-1.5 hours. The training will include the topics described below. The order and time allocation for the topics may vary depending on the audience, time available and other factors.

**Training Program Topics**

1. Introduction to the Department's Title VI Program Plan
Participants will be introduced to the Title VI Program Plan and be given an orientation to the plan components and the laws and regulations that direct these programs.

2. Review of the Department's programs and activities
Participants will review the Department's programs and activities and discuss how the Title VI requirements might apply to their job. Participants will be asked to identify potential opportunities for interaction with LEP persons or individual who may have concerns about the response or treatment they are experiencing.

3. Review of outreach materials and complaint reporting procedures
Participants will receive information about how the County publicizes its responsibilities and complaint procedures. They will also receive information on how to file a complaint.

4. Discussion of potential responses
Potential responses will be discussed so participants can respond effectively to a LEP person or an individual with concerns.

5. Review of data collection and reporting procedures
The Department is required to report on its goals and accomplishments on an annual basis and update the Title VI Program Plan every three years or sooner if there are deficiencies or improvements that necessitate an update to the plan. There are also data collection procedures and reports that need to be addressed. Staff awareness and understanding of these procedures will help support the Title VI Program Manager's ability to meet the requirements.

6. Review of Justice Department Videos

The US Justice Department is a definitive source of information regarding the Title VI requirements and they provide informational videos to help agency staff and interested parties stay informed regarding the requirements. The three (3) training videos identified below will be incorporated into the training- with time for discussion and reflection as time allows.

- Understanding and Abiding by Title VI of the Civil Rights Act of 1964 Department of Justice, Online Video
- Breaking Down the Barriers: Translating Limited English Proficiency Policy into Practice, Department of Justice, Online Video, (English, Spanish, Chinese, Vietnamese, and Korean)
- Overcoming Language Barriers, Department of Justice, Online Video

**Training Program Participants**

It is essential that Department staff are aware of their responsibilities and receive training on a regular cycle. Staff from all divisions within the Department of Public Works will receive Title VI training.

**Training Program Schedule**

Training will be conducted on a regular cycle. The Title VI Training videos provided by the US Justice Department will be included in the on-boarding process for new employees. Current Department staff will receive training in early 2026, with the precise schedule to be determined. Training will be provided for staff every two years, with an emphasis on any updates to the federal requirements.

# XI. Annual Accomplishments Report

| | Goals – 2025 | Accomplishments | Status |
|---|---|---|---|
| 1 | **Conduct outreach activities to County staff and public to ensure broad awareness of Title VI Program requirements** | | |
| | • Place posters (English, Spanish and Tagalog) in prominent locations in county offices and public areas of buildings | • Posters placed in public and internal areas of County buildings<br>• County will respond to contracting requirements as required | • Completed |
| | • Post posters on County website (English, Spanish and Tagalog) | • Poster in (English, Spanish and Tagalog) posted on County website<br>• | • Completed |
| | • Reach out to community partners and share posters and information | • Posters and information shared with community partners | • Ongoing |
| | • Conduct outreach to contractors and consultants regarding Title VI assurance contracting requires for: Compliance with regulations, non-discrimination, solicitations for sub-agreements and information and reports<br>• Respond to inquiries as needed | • Contractors will receive outreach as part of County notification and solicitations process | • Ongoing |
| | • Collect statistical data of participants in, and beneficiaries of, federally funded projects, and analyze that data to determine the effectiveness of outreach methods to ensure that no group is excluded during decision-making processes, is not given an opportunity to voice their opinions or concerns, or fails to receive vital information. | • County will review data to determine effectiveness of outreach and languages that meet the threshold for translation of vital documents | • Ongoing |
| 2 | **Conduct training activities for DPW staff and County Leadership** | | |
| | • Conduct training for Public Works staff on a two-year cycle | • Consultant hired July 2025 to develop materials | • Completed |
| | • Work with consultant to finalize training materials and program | • Scheduling initiated to determine when additional trainings can be conducted | • Ongoing |
| | • Provide web-based training platform, including US Justice Department videos to train new staff as part of their on-boarding process. | • Videos have been secured. County is exploring web platform for independent use of the training | • Ongoing |

| | Goals – 2025 | Accomplishments | Status |
|---|---|---|---|
| | • Provide general handout to contractors and consultants and program requirements | • Share handouts from trainings with contractors and consultants on an ongoing basis | • Ongoing |
| **3** | **Provide translation / interpretation services** | | |
| | • Translate Title VI information into Spanish and Tagalog | • Poster and complaint form translated into Spanish and Tagalog | • Completed |
| | • Provide translation / interpretation services as requested | • Bi-lingual staff have been identified and briefed regarding potential translation / interpretation activities | • Ongoing |
| 4 | **Complete documentation of complaints and resolution as needed** | | |
| | • Document complaints and resolution as needed | • Title VI Program Manager addresses these as needed. No complaints pending. | • No activity at this time |
| | • Document any program enhancement and adjust training program as needed | • Title VI Program Manager will respond as needed | • Ongoing |

# APPENDIX

Napa County Utilizes various media to provide information to the public. See Attachments 1-5.

# ATTACHMENT 1
## SAMPLE DBE/MBE/WBE ADVERTISEMENTS

**Napa Co Public Works**
1195 Third St
Napa, CA 94559
Tel: (707) 253-4351
Fax: (707) 253-4627

### Ad Proofs

**Project Name:** Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22

**Contract/Bid #:** RDS 15-22 Federal Project Number: BRLS 5921 (061)

**Awarding Agency:** Napa County Public Works

# Focus Journal Ad

**Publication:** DBE GoodFaith (DBEGoodFaith.com)
**Published On:** 01/24/2025 @ 12:44:58 PM Pacific
**Expired On:** 02/20/2025 @ 11:59:59 PM Pacific
**Message Notifications Sent To:** zandra.massari@countyofnapa.org
**Published At:** https://dbegoodfaith.com/item.php?item_type=ads&ad_adid=63026

## Napa Co Public Works

is seeking qualified DBEs

Project Name
**Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22**

Bid/Contract #
**RDS 15-22 Federal Project Number: BRLS 5921 (061)**

Awarding Agency
**Napa County Public Works**

Project Location
**Napa, Napa County, CA**

Bid Date
**02/20/2025 at 11:30**

Project Details
**Project is 0.8 miles west of Mt. Veeder Road and consist of replacing the existing bridge at a sharp curve in Dry Creek Road. The proposed bridge structure would consist of an approximately 80-foot-long by 32-foot-wide single-span concrete slab bridge that is constructed on pre-cast and pre-stressed concrete girders. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road.**
**Engineer Estimate: $5,900,000. Contractor shall possess a Class A License at the time of contract award.**
**DBE Goal is is 22%. For the Federal training program, the number of trainees or apprentices is nine.**

**https://www.countyofnapa.org/Bids.aspx?BidID=467 This link is available to view plans and specifications.**
**The bidder's bond is required with bid. Insurance, Performance Bond and Labor & Material are required once awarded. Contractor and sub-contractors are required to provide their license and DIR number.**

### Get in Touch

Outreach Coordinator
**Zandra Massari**

Project Estimator
**Graham Wadsworth**

Telephone
**(707) 253-4351**

Fax
**(707) 253-4627**

Address
**1195 Third St**
**Napa, CA 94559**

Send Message »

| Certification & Assistance |
| --- |
| California DBE Program |
| San Francisco LBE Program |
| San Diego SLBE Program |
| Bay Area Rapid Transit MBE, WBE (EOPP) Program |
| Los Angeles County CBE Program |
| Alameda County SLEB Program |
| California Supplier Clearinghouse Diversity Program Program |
| Oakland LBE/SLBE Program |
| Los Angeles County SLBE & DVBE Program |
| Alameda County Alameda CTC LBE/SLBE Program |
| California SB-PW Program |
| California DVBE Program |

Free DBE Resources

Procurement, Capital Access, & Surety Bond Assistance

The U.S. Department of Transportation-supported **Southwest Region SBTRC** helps DBEs with **Procurement, Capital Access, and Surety Bond Assistance** - and much more - at no cost.

Learn more »

# Trade Journal Ad

**Publication:** DBE Journal (DBEJournal.com)
**Published On:** 01/24/2025 @ 12:44:58 PM Pacific
**Expired On:** 02/20/2025 @ 11:59:59 PM Pacific
**Published At:**
http://dbejournal.com/index.php?show_ad=63026&ad_project_name=Dry+Creek+Road+Bridge+over+Dry+Creek+Replacement+Project%2C+RDS+15-22&co_name=Napa+Co+Public+Works

Outreach Coordinator
Zandra Massari

Estimator
Graham Wadsworth

Contact Information
1195 Third St
Napa, CA 94559

Telephone
(707) 253-4351

Fax
(707) 253-4627

## Napa Co Public Works

is seeking qualified DBEs

Project Name
Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22

Bid/Contract #
RDS 15-22 Federal Project Number: BRLS 5921 (061)

Awarding Agency
Napa County Public Works

Project Location
Napa, Napa County, CA

Bid Date
02/20/2025 at 11:30

Project Details
Project is 0.8 miles west of Mt. Veeder Road and consist of replacing the existing bridge at a sharp curve in Dry Creek Road. The proposed bridge structure would consist of an approximately 80-foot-long by 32-foot-wide single-span concrete slab bridge that is constructed on pre-cast and pre-stressed concrete girders. The project also includes 900 feet of new roadway to remove two curves in Dry Creek Road.
Engineer Estimate: $5,900,000. Contractor shall possess a Class A License at the time of contract award.
DBE Goal is is 22%. For the Federal training program, the number of trainees or apprentices is nine.

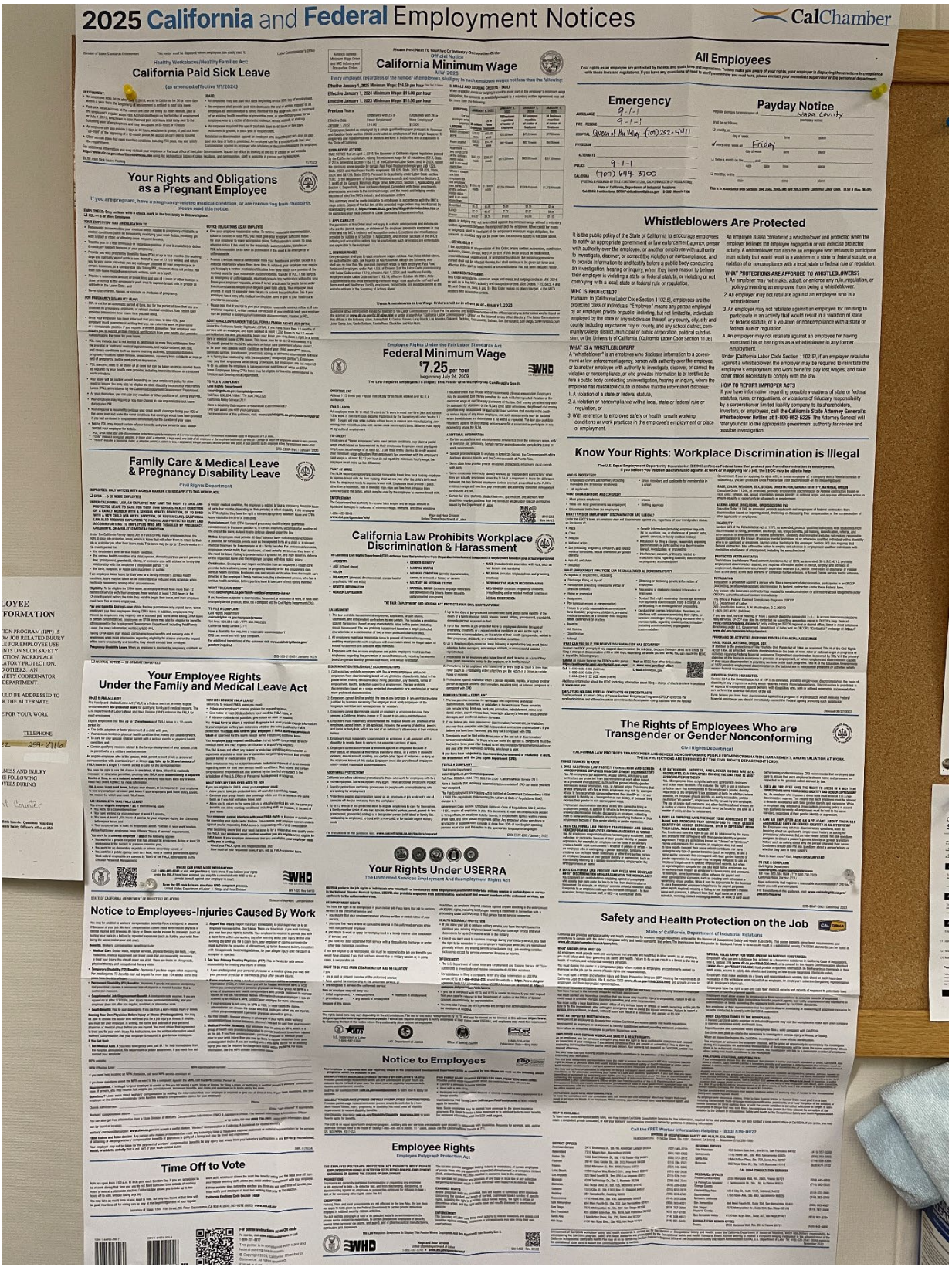
https://www.countyofnapa.org/Bids.aspx?BidID=467 This link is available to view plans and specifications.
The bidder's bond is required with bid. Insurance, Performance Bond and Labor & Material are required once awarded. Contractor and sub-contractors are required to provide their license and DIR number.

## LinkedIn

*Remember to follow DBEGoodFaith on LinkedIn and re-post the bid invitation provided below. This will help you get more eyes on the sub/supplier opportunities available on the project.*

**Published On:** 12/31/1969 @ 04:00:00 PM Pacific
**Published At:** Tweet not posted yet. Please check back soon for post confirmation.

# ATTACHMENT 2
## EMPLOYMENT NOTICES



# ATTACHMENT 3
## EXAMPLE WORK SITE NOTIFICATIONS

A Tradition of Stewardship
A Commitment to Service

**Department of Public Works**

1195 Third Street, Suite 101
Napa, CA 94559-3092
www.countyofnapa.org/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

**Steven Lederer**
Director

June 8, 2017

Redwood Road Owner / Resident
Napa, CA 94558

**Subject: Site Meeting on June 22, 2017 for Redwood Road Repair at Mile Post Marker 5.0**

Dear Owner / Resident,

In the continuing effort to repair the damage incurred in your area by past storms, the County will soon commence repair work at the above-mentioned site. The project is approximately located in the 4500 block of Redwood Road, Napa County, California. The project includes the construction of a retaining wall, earthwork excavation and backfill, erosion control measures and pavement repairs.

**The County would like to meet with the residents at the project site on Thursday, June 22, 2017 at 10 am, to discuss the project and seek feedback on road closures. We apologize for this short notice.**

Subject to changes, construction is tentatively scheduled to begin this upcoming summer and is expected to be completed before winter 2017, weather permitting.

The County and contractor will make all reasonable attempts at minimizing the disruption to the Redwood Road area's residents and deliveries and allow traffic through in a timely manner.

The contractor will be coordinating with the Emergency Services, the United States Postal Service and the Waste Disposal (Garbage) Service and not disrupt these services.

We acknowledge that this may cause you some inconvenience during the short construction period. We thank you for your patience and cooperation in the County's effort to maintain your road. Please contact James Reese of this office by phone at (707) 259-8281, or by email at James.Reese@countyofnapa.org with any questions or comments.

Sincerely yours,

Steven Lederer
Director, Napa County Public Works

Mallika Ramachandran P. E.
Engineering Manager

A Tradition of Stewardship
A Commitment to Service

Department of Public Works

1195 Third Street, Suite 101
Napa, CA 94559-3092
www.countyofnapa.org/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

Steven Lederer
Director

August 9, 2017

Redwood Road Owner / Resident
Napa, CA 94558

**Subject:** **REDWOOD ROAD MPM 5.07, 2017 STORM DAMAGE REPAIR – RETAINING WALL**

Dear Owner / Resident,

Construction is scheduled to start on the Redwood Road MPM 5.07, storm damage repair project the week of August 21st, with tree removal. The project is located approximately in the 4500 block of Redwood Road, Napa County, California. The project includes tree removal, the construction of a retaining wall, earthwork excavation and backfill, erosion control measures and pavement repairs.

As has been previously discussed during the 6/22/17 on-site meeting, one lane will remain open except for potential two-hour closures between the hours of 9 to noon, and 1 to 4, during the approximate 70 day working schedule. The closures will be limited to Monday through Friday. Once the exact dates and hours of the closures are known, another notification will be mailed out with more details. In the event of an emergency during the road closure, the contractor will allow the emergency vehicle to ingress and egress.

The County and contractor will make all reasonable attempts to minimize the disruption to the Redwood Road area's residents and deliveries.

This notice will also be coordinated with the Emergency Services, the United States Postal Service, Waste Disposal (Garbage) Service, and other deliveries, to not disrupt those services.

We acknowledge that this may cause you some inconvenience during the short construction period. We thank you for your patience and cooperation in the County's effort to maintain your road. Please contact James Reese of this office by phone at (707) 259-8281, or by email at James.Reese@countyofnapa.org with any questions or comments.

Sincerely yours,

Steven Lederer
Director, Napa County Public Works

By For
Mallika Ramachandran P. E.
Engineering Manager

A Tradition of Stewardship
A Commitment to Service

**Department of Public Works**

1195 Third Street, Suite 101
Napa, CA 94559-3092
www.countyofnapa.org/publicworks

Main: (707) 253-4351
Fax: (707) 253-4627

**Steven Lederer**
Director

9 de Agosto del 2017

Calle Redwood Road Propietario/Residente
Napa, CA 94558

**Asunto: CALLE REDWOOD ROAD MPM 5.07, 2017 REPARACION DE DAÑOS POR TORMENTA - MURO DE RETENCIÓN**

Estimado Propietario / Residente,

La construcción está programada para comenzar en la calle Redwood Road MPM 5.07, este proyecto de reparación de los daños de la tormenta pasada comenzará la semana del 21 de Agosto con eliminación de arboles. El proyecto está localizado aproximadamente en el bloque 4500 de la calle Redwood Road, en el condado de Napa, California. El proyecto incluye la eliminación de árboles, la construcción de un muro de contención, excavación y relleno de tierras, medidas de control de erosión y reparaciones de pavimentos.

Como se ha mencionado anteriormente durante la junta en el sitio de construcción el 6/22/17, un carril permanecerá abierto excepto potencialmente por cierres de dos horas entre las horas de 9 al mediodía, y de 1 a 4, durante aproximadamente los 70 días del trabajo. Los cierres estarán limitados de lunes a viernes. Una vez que se conozcan las fechas y horas exactas de los cierres, se enviará otra notificación con más detalles. En caso de una emergencia durante el cierre de la carretera, el contratista permitirá que el vehículo de emergencia entre y pase.

El Condado y el contratista harán todo lo posible razonable para minimizar la interrupción a los residentes y agencias de entregas del área de la calle Redwood Road.

Este aviso también será coordinado con los Servicios de Emergencia, el Servicio Postal de los Estados Unidos, el Servicio de Eliminación de Desperdicios (basura) y otras agencias de entregas, para no interrumpir dichos servicios.

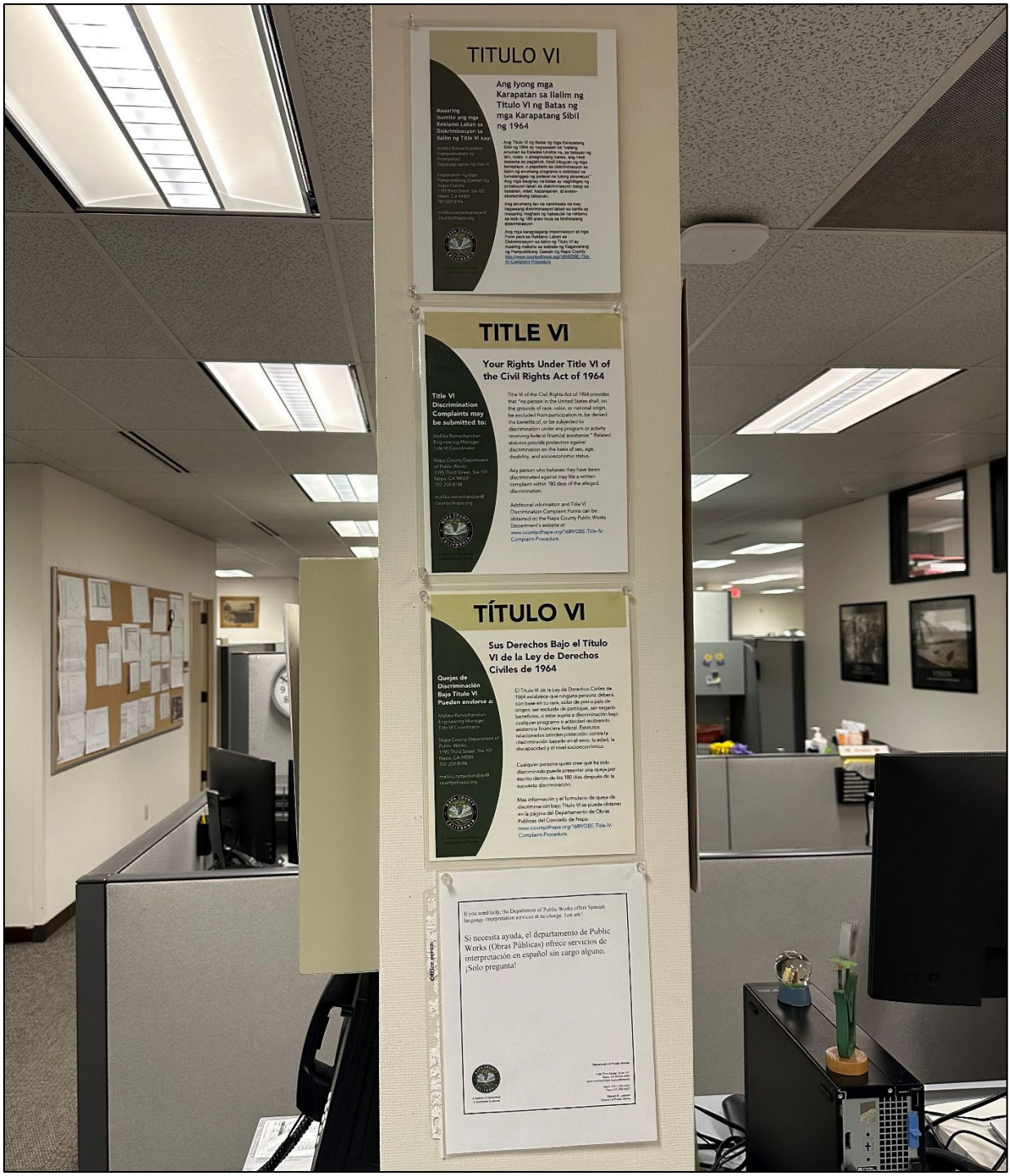
Reconocemos que esto podría causarle algún tipo de inconveniente durante este corto período de construcción. Le agradecemos su paciencia y cooperación con los esfuerzos del Condado por mantener su carretera. Po favor comuníquese con James Reese de esta oficina por teléfono al (707) 259-8281, o por correo electrónico a James.Reese@countyofnapa.org con cualquier pregunta o comentario.

Sinceramente,

Steven Lederer
Director, Napa County Public Works

By For
Mallika Ramachandran P. E.
Engineering Manager

# ATTACHMENT 4
## PHOTOS OF POSTING OF TITLE VI INFORMATION (ENGLISH, SPANISH, AND TAGALOG)



# ATTACHMENT 5
## WEBSITE POSTING OF TITLE VI INFORMATION

(Commencing on the following page)

# DBE & Title VI Complaint Procedure

## Title VI Compliance

Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person in Napa County shall, on the grounds of race, color, national origin, sex, age, or socioeconomic status be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity it administers. Napa County is committed to complying with Title VI requirements in all programs and services. Any person who believes they have been subjected to discrimination in the delivery of or access to public services on the basis of race, color, or national origin, sex, disability, age, or socioeconomic status may file a complaint with the Civil Rights Coordinator for the Napa County Department of Public Works, whose contact information is as set forth below:

Napa County Public Works / Civil Rights Coordinator
1195 3rd Street #101
Napa, CA 94559

Phone: 707-253-4351

Fax: 707-253-4627

### General

Any person who believes that they, individually, or as a member of any specific class of persons, has been subjected to discrimination on the basis of race, color, national origin, sex, disability, age, or socioeconomic status may as noted below may file a written complaint with the above-referenced Civil Rights Coordinator. Complainants also have the right to complain directly to the appropriate federal agency. Every effort will be made to obtain early resolution of complaints. The option of informal meeting(s) between the affected parties and the Civil Rights Coordinator may be utilized for resolutions.

A Complainant also has the right to file a formal complaint(s) with any other federal, state, or local agencies or seek private counsel for complaints alleging discrimination, intimidation, or retaliation of any kind that is prohibited by law. Title VI of the Civil Rights Act of 1964 and related statutes prohibit discrimination on the basis of race, color, national origin, sex, disability, age, or socioeconomic status in programs receiving federal financial assistance. You may download a Title VI Complaint form (PDF) in English o Titulo VI documento de Queja (PDF) en Español, Form ng Reklamo sa Titulo VI (PDF) - Tagalog.

Napa County's policy on disability and ADA information and processes and procedure for grievances.

Select Language
Google Translate

## Procedure

Napa County's Title VI Complaint Procedure outlines a process for local disposition of Title VI complaints and is consistent with guidelines found in the Federal Transit Administration Circular 4702.1A, dated May 13, 2007. The complaint procedure is outlined below:

1. **Submission of Complaint**: Any person who feels that they, individually, or as a member of any class of persons, on the basis of race, color, national origin, sex, age, religion, or social economic status has been excluded from or denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance through Napa County Public Works may file a written complaint with the Civil Rights Coordinator. The Civil Rights Coordinator's contact information is provided to the left. Such complaint must be in writing and signed by the Complainant(s).
    1. In cases where a Complainant is unable or incapable of providing a written statement, a verbal complaint may be made. The Civil Rights Coordinator will interview the Complainant and assist the person in converting verbal complaints to writing. All complaints must, however, be signed by the Complainant or their representative.
    2. Include the date of the alleged act of discrimination date when the Complainant became aware of the alleged act of discrimination; or the date on which that conduct was discontinued or the latest instance of conduct.
    3. Present a detailed description of the issues, including names and job titles of those individuals perceived as parties in the complaint.
    4. Federal and state law requires complaints be filed within 180 calendar days of the alleged incident.

2. **Referral to Review**: Upon receipt of the complaint, the Civil Rights Coordinator will determine its jurisdiction, acceptability, need for additional information, in order to evaluate and investigate the complaint. The review shall be completed no later than 45 calendar days after the date Napa County received the complaint. If more time is required, the Civil Rights Coordinator shall notify the Complainant of the estimated time-frame for completing the review.
3. **Upon completion of the review**: The Civil Rights Coordinator shall make a recommendation regarding the merit of the complaint and whether remedial actions are available to provide redress. The Civil Rights Coordinator may also recommend improvements to Napa County's Title VI processes, as appropriate.
4. **Documentation**: The Civil Rights Coordinator shall complete an investigative report, and shall include a determination on the disposition of the complaint and identify any remedial actions needed.
5. **Notice of Determination**: The Civil Rights Coordinator shall mail a "Notice of Determination" to the Complainant. The Notice shall include information regarding appeal rights, including:
    1. Napa County will reconsider this determination, if new facts, come to light; and
    2. If a Complainant is dissatisfied with the determination and/or resolution set forth, the Complainant has the right to appeal.

6. **Appeals**: If the Complainant disagrees with the Civil Rights Coordinator's response set forth in the Notice of Determination, they may appeal by submitting a written request to the Director of Public Works within 10 calendar days after receipt of the Notice of Determination. The appeal shall be sufficiently detailed and contain any items the Complainant feels were not fully understood by the Civil Rights Coordinator. The Director of Public Works will notify the Complainant of their decision to accept or reject the appeal within 10 calendar days of receipt. In cases where the Director of Public Works agrees to reconsider, the matter shall be reviewed in accordance with Paragraph 2, above.
7. **Submission of Complaint to the Federal Department of Transportation**: The Complainant may also submit a complaint to the Federal DOT. The DOT's complaint process can be found on the DOT's website

# Contact Us

## Public Works

Email the Public Works Department

**Physical Address**
1195 Third Street
Suite 101
Napa, CA 94559

Phone: 707-253-4351
Fax 707-253-4627

Directory

Google Translated to: Spanish Show original Options ▼

# Procedimiento de quejas DBE y Título VI

## Cumplimiento del Título VI

El Título VI de la Ley de Derechos Civiles de 1964 y sus estatutos relacionados garantiza que ninguna persona en el Condado de Napa será excluida de participar, se le negarán los beneficios ni será objeto de discriminación en ningún programa o actividad que administre, por motivos de raza, color, origen nacional, sexo, edad o estatus socioeconómico. El Condado de Napa se compromete a cumplir con los requisitos del Título VI en todos sus programas y servicios. Cualquier persona que considere haber sido discriminada en la prestación o el acceso a servicios públicos por motivos de raza, color, origen nacional, sexo, discapacidad, edad o estatus socioeconómico puede presentar una queja ante el Coordinador de Derechos Civiles del Departamento de Obras Públicas del Condado de Napa, cuya información de contacto se detalla a continuación:

Coordinador de Obras Públicas y Derechos Civiles del Condado de Napa
1195 3rd Street #101
Napa, CA 94559

Teléfono: 707-253-4351

Fax: 707-253-4627

## General

Cualquier persona que considere que, individualmente o como miembro de un grupo específico de personas, ha sido objeto de discriminación por motivos de raza, color, origen nacional, sexo, discapacidad, edad o situación socioeconómica, puede, como se indica a continuación, presentar una queja por escrito ante el Coordinador de Derechos Civiles mencionado anteriormente. Los denunciantes también tienen derecho a presentar una queja directamente ante la agencia federal correspondiente. Se hará todo lo posible para obtener una pronta resolución de las quejas. Para la resolución de la queja, se podrá recurrir a reuniones informales entre las partes afectadas y el Coordinador de Derechos Civiles.

El denunciante también tiene derecho a presentar una o más quejas formales ante cualquier otra agencia federal, estatal o local, o a buscar asesoramiento privado para denuncias que aleguen discriminación, intimidación o represalias de cualquier tipo prohibidas por la ley. El Título VI de la Ley de Derechos Civiles de 1964 y las leyes relacionadas prohíben la discriminación por motivos de raza, color, nacionalidad, sexo, discapacidad, edad o nivel socioeconómico en los programas que reciben asistencia financiera federal. Puede descargar el formulario de queja del Título VI (PDF).en inglés o Título VI documento de Queja (PDF)en Español, Formulario ng Reklamo sa Titulo VI (PDF)Política del condado de Napa sobre discapacidad y la información sobre la ADA, así como procesos y procedimientos para quejas .

Spanish
Google Translate

## Procedimiento

El Procedimiento de Quejas del Título VI del Condado de Napa describe un proceso para la resolución local de quejas del Título VI y se ajusta a las directrices de la Circular 4702.1A de la Administración Federal de Tránsito, del 13 de mayo de 2007. El procedimiento de quejas se describe a continuación:

1. **Presentación de quejas** : Cualquier persona que considere que, individualmente o como parte de cualquier grupo de personas, por motivos de raza, color, origen nacional, sexo, edad, religión o situación socioeconómica, ha sido excluida, denegada o discriminada en cualquier programa o actividad que reciba asistencia financiera federal a través del Departamento de Obras Públicas del Condado de Napa, puede presentar una queja por escrito ante el Coordinador de Derechos Civiles. La información de contacto del Coordinador de Derechos Civiles se encuentra a la izquierda. Dicha queja debe presentarse por escrito y estar firmada por el/los denunciante(s).
    1. En caso de que el denunciante no pueda presentar una declaración por escrito, podrá presentar una queja verbal. El Coordinador de Derechos Civiles entrevistará al denunciante y le ayudará a presentar la queja verbal por escrito. Sin embargo, todas las quejas deben estar firmadas por el denunciante o su representante.
    2. Incluya la fecha del presunto acto de discriminación, la fecha en que el denunciante tuvo conocimiento del presunto acto de discriminación, o la fecha en que se interrumpió esa conducta o la última instancia de conducta.
    3. Presentar una descripción detallada de los asuntos, incluyendo los nombres y cargos de aquellas personas percibidas como partes en la queja.
    4. La ley federal y estatal requiere que las quejas se presenten dentro de los 180 días calendario posteriores al presunto incidente.

2. **Remisión a Revisión** : Tras recibir la queja, el Coordinador de Derechos Civiles determinará su jurisdicción, admisibilidad y la necesidad de información adicional para evaluarla e investigarla. La revisión deberá completarse a más tardar 45 días calendario después de la fecha en que el Condado de Napa recibió la queja. Si se requiere más tiempo, el Coordinador de Derechos Civiles notificará al denunciante el plazo estimado para completar la revisión.
3. **Tras la revisión** , el Coordinador de Derechos Civiles emitirá una recomendación sobre el fundamento de la queja y si existen medidas correctivas para obtener una reparación. El Coordinador de Derechos Civiles también podrá recomendar mejoras a los procesos del Título VI del Condado de Napa, según corresponda.
4. **Documentación** : El Coordinador de Derechos Civiles completará un informe de investigación e incluirá una determinación sobre la disposición de la queja e identificará las acciones correctivas necesarias.
5. **Notificación de Determinación** : El Coordinador de Derechos Civiles enviará por correo una "Notificación de Determinación" al denunciante. La notificación incluirá información sobre los derechos de apelación, incluyendo:
    1. El condado de Napa reconsiderará esta determinación si salen a la luz nuevos hechos; y
    2. Si un Demandante no está satisfecho con la determinación y/o resolución establecida, el Demandante tiene derecho a apelar.

6. **Apelaciones** : Si el Demandante no está de acuerdo con la respuesta del Coordinador de Derechos Civiles contenida en la Notificación de Determinación, podrá apelar presentando una solicitud por escrito al Director de Obras Públicas dentro de los 10 días calendario siguientes a la recepción de dicha Notificación. La apelación deberá ser suficientemente detallada e incluir cualquier punto que el

Demandante considere que el Coordinador de Derechos Civiles no comprendió completamente. El

Director de Obras Públicas notificará al Demandante su decisión de aceptar o rechazar la apelación dentro de los 10 días calendario siguientes a su recepción. En caso de que el Director de Obras Públicas acepte reconsiderar la decisión, el asunto se revisará de conformidad con el párrafo 2 anterior.

7. **Presentación de quejas ante el Departamento Federal de Transporte** : El reclamante también puede presentar una queja ante el Departamento de Transporte Federal (DOT). El proceso de quejas del DOT se encuentra en su sitio web .

# Contáctenos

## Obras públicas

Envíe un correo electrónico al Departamento de Obras Públicas

**Dirección física**
1195 Third Street
Suite 101
Napa , CA 94559

Teléfono: 707-253-4351
Fax 707-253-4627

Directorio

Google Translated to: Filipino Show original Options ▼

# Pamamaraan ng Reklamo ng DBE at Title VI

## Pagsunod sa Title VI

Ang Title VI ng Civil Rights Act of 1964 at mga kaugnay na batas, ay nagsisiguro na walang tao sa Napa County, sa batayan ng lahi, kulay, bansang pinagmulan, kasarian, edad, o katayuang sosyo-ekonomiko ay hindi isama sa paglahok sa, pagkakaitan ng mga benepisyo ng, o kung hindi man ay sasailalim sa diskriminasyon sa ilalim ng anumang programa o aktibidad na pinangangasiwaan nito. Ang Napa County ay nakatuon sa pagsunod sa mga kinakailangan sa Title VI sa lahat ng mga programa at serbisyo. Sinumang tao na naniniwalang sila ay sumailalim sa diskriminasyon sa paghahatid o pag-access sa mga pampublikong serbisyo batay sa lahi, kulay, o bansang pinagmulan, kasarian, kapansanan, edad, o katayuang sosyo-ekonomiko ay maaaring magsampa ng reklamo sa Civil Rights Coordinator para sa Napa County Department of Public Works, na ang impormasyon sa pakikipag-ugnayan ay nakasaad sa ibaba:

Napa County Public Works / Civil Rights Coordinator
1195 3rd Street #101
Napa, CA 94559

Telepono: 707-253-4351

Fax: 707-253-4627

### Heneral

Sinumang tao na naniniwala na sila, indibidwal, o bilang miyembro ng anumang partikular na uri ng mga tao, ay sumailalim sa diskriminasyon batay sa lahi, kulay, bansang pinagmulan, kasarian, kapansanan, edad, o socioeconomic status ay maaaring magsampa ng nakasulat na reklamo sa binanggit sa itaas na Civil Rights Coordinator. May karapatan din ang mga nagrereklamo na direktang magreklamo sa naaangkop na ahensyang pederal. Ang bawat pagsusumikap ay gagawin upang makakuha ng maagang paglutas ng mga reklamo. Ang opsyon ng (mga) impormal na pagpupulong sa pagitan ng mga apektadong partido at ng Civil Rights Coordinator ay maaaring gamitin para sa mga resolusyon.

Ang isang Nagrereklamo ay may karapatan din na maghain ng isang pormal na (mga) reklamo sa anumang iba pang pederal, estado, o lokal na ahensya o humingi ng pribadong payo para sa mga reklamong nag-aakusa ng diskriminasyon, pananakot, o paghihiganti ng anumang uri na ipinagbabawal ng batas. Ang Title VI ng Civil Rights Act of 1964 at ang mga kaugnay na batas ay nagbabawal sa diskriminasyon batay sa lahi, kulay, bansang pinagmulan, kasarian, kapansanan, edad, o katayuang socioeconomic sa mga programang tumatanggap ng tulong pinansyal ng pederal. Maaari kang mag-download ng Title VI Complaint form (PDF)sa English o Titulo VI documento de Queja (PDF)en Español, Form ng Reklamo sa Titulo VI (PDF)- Tagalog.

Filipino
Google Translate

Ang patakaran ng Napa County sa impormasyon sa kapansanan at ADA at mga proseso at pamamaraan para sa mga karaingan.

## Pamamaraan

Ang Pamamaraan sa Pagrereklamo ng Title VI ng Napa County ay nagbabalangkas ng isang proseso para sa lokal na disposisyon ng mga reklamo sa Title VI at naaayon sa mga alituntuning makikita sa Federal Transit Administration Circular 4702.1A, na may petsang Mayo 13, 2007. Ang pamamaraan ng reklamo ay nakabalangkas sa ibaba:

1. **Pagsusumite ng Reklamo** : Sinumang tao na nakadarama na sila, nang paisa-isa, o bilang isang miyembro ng anumang uri ng mga tao, batay sa lahi, kulay, bansang pinagmulan, kasarian, edad, relihiyon, o katayuan sa ekonomiya sa lipunan ay hindi kasama o tinanggihan ang mga benepisyo ng, o sumailalim sa diskriminasyon sa ilalim ng anumang programa o aktibidad na tumatanggap ng pederal na tulong pinansyal sa pamamagitan ng Napa County Public Works ay maaaring maghain ng nakasulat na reklamo sa Civil Rights Coordinator ng Napa County Public Works. Ang impormasyon sa pakikipag-ugnayan ng Civil Rights Coordinator ay ibinigay sa kaliwa. Ang nasabing reklamo ay dapat na nakasulat at nilagdaan ng (mga) Nagrereklamo.
    1. Sa mga kaso kung saan ang isang Nagrereklamo ay hindi kaya o walang kakayahang magbigay ng nakasulat na pahayag, maaaring magsagawa ng pasalitang reklamo. Ang Civil Rights Coordinator ay kapanayamin ang Nagrereklamo at tutulungan ang tao sa pag-convert ng mga berbal na reklamo sa pagsulat. Gayunpaman, ang lahat ng mga reklamo ay dapat pirmahan ng Nagrereklamo o ng kanilang kinatawan.
    2. Isama ang petsa ng di-umano'y petsa ng pagkilos ng diskriminasyon kung kailan nalaman ng Nagrereklamo ang di-umano'y pagkilos ng diskriminasyon; o ang petsa kung kailan itinigil ang pag-uugaling iyon o ang pinakahuling pagkakataon ng pag-uugali.
    3. Magpakita ng detalyadong paglalarawan ng mga isyu, kabilang ang mga pangalan at titulo ng trabaho ng mga indibidwal na itinuturing na mga partido sa reklamo.
    4. Ang batas ng pederal at estado ay nag-aatas na magsampa ng mga reklamo sa loob ng 180 araw ng kalendaryo pagkatapos ng pinaghihinalaang insidente.

2. **Referral sa Pagsusuri** : Sa pagtanggap ng reklamo, ang Civil Rights Coordinator ay tutukuyin ang kanyang hurisdiksyon, katanggap-tanggap, pangangailangan para sa karagdagang impormasyon, upang masuri at maimbestigahan ang reklamo. Ang pagsusuri ay dapat kumpletuhin nang hindi lalampas sa 45 araw sa kalendaryo pagkatapos ng petsa na natanggap ng Napa County ang reklamo. Kung kailangan ng karagdagang oras, aabisuhan ng Civil Rights Coordinator ang Nagrereklamo ng tinantyang time-frame para sa pagkumpleto ng pagsusuri.
3. **Sa pagkumpleto ng pagsusuri** : Ang Civil Rights Coordinator ay dapat gumawa ng isang rekomendasyon tungkol sa merito ng reklamo at kung ang mga remedial na aksyon ay magagamit upang magbigay ng redress. Ang Civil Rights Coordinator ay maaari ding magrekomenda ng mga pagpapabuti sa mga proseso ng Title VI ng Napa County, kung naaangkop.
4. **Dokumentasyon** : Dapat kumpletuhin ng Civil Rights Coordinator ang isang ulat sa pagsisiyasat, at dapat isama ang isang pagpapasiya sa disposisyon ng reklamo at tukuyin ang anumang mga remedial na aksyon na kailangan.
5. **Paunawa ng Pagpapasiya** : Ang Koordineytor ng Mga Karapatang Sibil ay magpapadala ng "Abiso ng Pagpapasiya" sa Nagrereklamo. Ang Paunawa ay dapat magsama ng impormasyon tungkol sa mga karapatan sa apela, kabilang ang:
    1. Muling isasaalang-alang ng Napa County ang pagpapasiya na ito, kung ang mga bagong katotohanan, ay malalaman; at
    2. Kung ang isang Nagrereklamo ay hindi nasisiyahan sa pagpapasiya at/o resolusyong itinakda; ang

Google Translate

Nagrereklamo ay may karapatang mag-apela.

6. **Mga Apela** : Kung hindi sumasang-ayon ang Nagrereklamo sa tugon ng Civil Rights Coordinator na itinakda sa Notice of Determination, maaari silang umapela sa pamamagitan ng pagsusumite ng nakasulat na kahilingan sa Direktor ng Public Works sa loob ng 10 araw sa kalendaryo pagkatapos matanggap ang Notice of Determination. Ang apela ay dapat sapat na detalyado at naglalaman ng anumang mga bagay na sa tingin ng Nagrereklamo ay hindi lubos na naiintindihan ng Civil Rights Coordinator. Aabisuhan ng Direktor ng Public Works ang Nagrereklamo sa kanilang desisyon na tanggapin o tanggihan ang apela sa loob ng 10 araw ng kalendaryo pagkatapos matanggap. Sa mga kaso kung saan ang Direktor ng Public Works ay sumang-ayon na muling isaalang-alang, ang bagay ay dapat suriin alinsunod sa Paragraph 2, sa itaas.
7. **Pagsusumite ng Reklamo sa Pederal na Kagawaran ng Transportasyon** : Ang Nagrereklamo ay maaari ding magsumite ng reklamo sa Federal DOT. Ang proseso ng reklamo ng DOT ay makikita sa website ng DOT .

## Makipag-ugnayan sa Amin

### Public Works

Mag-email sa Public Works Department

**Pisikal na Address**
1195 Third Street
Suite 101
Napa , CA 94559

Telepono: 707-253-4351
Fax 707-253-4627

Direktoryo

# ATTACHMENT 6
## NAPA COUNTY BOARD OF SUPERVISORS APPROVAL BY RESOLUTION DATED SEPTEMBER 23, 2025

(To be added upon approval)

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1648

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Sydney Barclay, Associate Engineer

**SUBJECT:** Approval of Contract Change Order No. 2 which exceeds the Director of Public Work's authority and Amendment No. 6 for Agreement No. 230084B with ADKO Engineering, Inc. for the Chiles Pope Valley Road MPM 3.63 Project.

## RECOMMENDATION

Approve and authorize the Director of Public Works to execute Contract Change Order No. 2, Part 2B to Agreement No. 250437B with Valentine Corporation to increase the maximum compensation from $763,369 to $832,260; and approve and authorize Amendment No. 6 to Agreement No. 230084B with ADKO Engineering, Inc. to increase the maximum compensation from $624,991 to $629,273 for additional construction support and environmental services for the Chiles Pope Valley Road MPM 3.63 Project 23006. (Fiscal Impact; $73,173 Expense; SB-1 Fund; Budgeted; Discretionary)

[4/5 vote required]

## BACKGROUND

On August 9, 2022, Napa County entered into Agreement No. 230084B with ADKO Engineering, Inc. (ADKO) to provide engineering design and consulting services for multiple capital improvement projects, including the Chiles Pope Valley Rd MPM 3.63 project, the Chiles Pope Bridge Replacement, Silverado Trail at Bell Canyon Creek Bridge (RDS 22-27), and Dry Creek Road MPM 9.75 (RDS 21-06) project. Since the original agreement was authorized, the County has issued five amendments to the Agreement due to the evolving scope required for the above-noted projects. Amendment No. 6 will increase the maximum compensation under the Agreement and expand ADKO's construction support and environmental services scope.

The Chiles Pope Valley Rd MPM 3.63 Project (RDS 22-27) was authorized to proceed with construction on June 17, 2025, and is scheduled for completion by October 15, 2025. Construction includes removal of the culvert's existing concrete wingwalls, construction of new concrete wingwalls on each side of the culvert (upstream and downstream), pouring a concrete slab approach at the inlet of the culvert, providing rock slope protection at the outlet of the culvert, and roadway safety improvements, which include new guardrails and roadside concrete barriers. Because construction activities occur within lower Chiles Creek, permits were obtained from the United States Army Corps of Engineers, the California Department of Fish and Wildlife

(CDFW), and the San Francisco Regional Water Quality Control Board (RWQCB). These permits impose strict requirements, including completion of all in-channel work by October 15, Tribal consultation and monitoring, biological studies and monitoring, and a five-year Mitigation and Monitoring Plan.

During demolition work, the construction contractor discovered conditions that were not foreseeable because the original plans can't be found and discovery in the channel wasn't possible until now. They found that the existing downstream half of the box culvert was unreinforced and could not support cantilevered concrete wingwalls. ADKO quickly revised the design to incorporate self-supporting wingwalls with a slab footing at the outlet of the culvert which will provide an adequate downstream structure to support the lower Chiles Creek culvert and prevent Chiles Pope Valley Road from being washed-out during a future storm. To avoid schedule delays, the County executed Contract Change Order (CCO) No. 2A which is within the Director of Public Works contract change order signing authority (Resolution 2011-18), for $50,668. Part 2B of CCO No. 2 requires the Board of Supervisors authorization and will execute the remaining amount of the change order for an additional $18,223; therefore, authorizing a total amount of $68,891. Pursuant to Public Contract Code 20136, the Board can authorize change orders by two-thirds vote of the Board and consented by the contractor.

Amendment No. 6 to Agreement No. 230084B will compensate ADKO for their additional construction support services and redesign efforts to revise the drawings and engineering calculations, which was essential to maintain the project schedule and ensure construction completion by the October 15 in-channel work deadline. Amendment No. 6 modifies the environmental scope of work by increasing the amount of working days for the on-site biological monitor, providing additional biological surveys, on-site species relocation during construction activities, and agency coordination beyond the original assumptions. Additionally, Amendment No. 6 will include consultation services for the required five years of mitigation and monitoring, including field visits to review existing conditions and permit compliance, preparation of annual reports, and submittal of monitoring documentation. This amendment also extends the term of the Agreement, revising the expiration date from 2026 to 2031.

Several tasks in the current environmental scope are proposed for removal and reallocation of funds, as they are no longer needed. These tasks include biological and cultural resource studies and reports, permit and tribal coordination, and preconstruction surveys. The project's biological report, cultural resources report, and preconstruction surveys have all been completed, no Tribal monitors have supervised excavation, and remaining funds can be reassigned to other tasks. Although Tribal consultation occurred before ground disturbance, no Tribal monitor has been present on-site, and Tribal Coordination and Monitoring is no longer required at this stage of construction. The County and ADKO wish to reallocate the funding remining under these tasks to other tasks in this Agreement.

Requested Actions:

1. Authorize the Director of Public Works to execute Part 2B for Contract Change Order No. 2 in the amount of $18,223, that is outside of the Director's signing authority, for a total Contract Change Order amount of $68,891; and

2. Approve and authorize Amendment No. 6 to Agreement No. 230084B with ADKO Engineering, Inc., increasing the total compensation under the Agreement from $624,991 to $629,273 for additional construction support and environmental services for the Chiles Pope Valley Road MPM 3.63 project.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | It is budgeted in Project 23006. |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The revised scope is essential to move the project forward in construction. |
| Is the general fund affected? | No |
| Future fiscal impact: | CCO No. 2 will increase construction costs by $68,891 and Amendment No. 6 to the ADKO Agreement will increase consulting costs by $4,282. Construction will be completed in FY 2025-26. The regulatory agency permits require a five-year mitigation and monitoring effort that will be completed by FY 2030-31. |
| Consequences if not approved: | If the Director of Public Works is not given authority to execute CCO No. 2, the Contractor will not complete the downstream structure. If the amendment to the Agreement with ADKO is not approved, the project will not provide adequate environmental and structural oversight and will be out of compliance with permit requirements. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: Consideration and possible adoption of a Categorical Exemption Class 1: It has been determined that this type of project does not have a significant effect on the environment

and is exempt from the California Environmental Quality Act. [See Class 1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act of 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B].

# County of Napa
# Public Works Department

| BUDGET SUMMARY: CHILES POPE VALLEY MPM 3.63 | | | | | | |
|---|---|---|---|---|---|---|
| | | | | | | 9/8/2025 |
| **Budget Item, Program: 23006, Activity: CHILESPOPE** | **Budget Item Amount** | **Request Today** | **Board Appropriation To Date** | **Appropriation Amount Spent to Date** | **Appropriation % Spent to Date** | **Appropriation Amount Balance** |
| | | | | | | |
| Construction Contract | $763,369 | $0 | $763,369 | $186,356 | 24% | $577,013 |
| | | | | | | |
| 15% Construction Contingency | $114,505 | $0 | $114,505 | $0 | 0% | $114,505 |
| | | | | | | |
| Design and Engineering | $421,883 | $0 | $421,883 | $155,646 | 37% | $266,237 |
| | | | | | | |
| 10% Design and Engineering Contingency | $14,700 | $0 | $14,700 | $0 | 0% | $14,700 |
| | | | | | | |
| Construction Management | $130,000 | $0 | $130,000 | $51,174 | 39% | $78,826 |
| | | | | | | |
| County Project Management/Administration | $106,105 | $0 | $106,105 | $95,925 | 90% | $10,180 |
| | | | | | | |
| Permits | $20,000 | $0 | $20,000 | $18,549 | 93% | $1,452 |
| | | | | | | |
| **TOTAL** | $1,570,562 | **$0** | $1,570,562 | $507,649 | 32% | $1,062,913 |

**AMENDMENT NO. 6**

**OF NAPA COUNTY AGREEMENT NO. 230084B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 6 of NAPA COUNTY AGREEMENT NO. 230084B** ("Amendment No. 6") is made and entered into on the 23rd day of September, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and ADKO ENGINEERING, INC., a California corporation, whose mailing address is 140 Diamond Creek Place, Roseville, CA 95747, hereinafter referred to as "CONTRACTOR."

## RECITALS

**WHEREAS**, on August 9, 2022, COUNTY entered into Napa County Agreement No. 230084B with CONTRACTOR (the "Agreement") for $297,645.02 to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the Chiles Pope Valley Road MPM 3.63, Chiles Pope Bridge Replacement, and Silverado Trial at Bell Canyon Creek Bridge Project, hereinafter referred to as "the Project;" and

**WHEREAS**, on January 24, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 1") to increase the total compensation by $19,954.71 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

**WHEREAS**, on November 7, 2023, the parties entered into an amendment to the Agreement ("Amendment No. 2") to increase the total compensation by $26,510.00 for additional engineering design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project; and

**WHEREAS,** on April 23, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 3") to increase the total compensation by $28,696.00 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge portion of the Project; and

**WHEREAS,** retroactively on July 1, 2024, the parties entered into an amendment to the Agreement ("Amendment No. 4") to expand the scope of services and to increase the total compensation under the Agreement by $215,975 for additional engineering design and support services for the Silverado Trail at Bell Canyon Creek Bridge and Chiles Pope Valley Road MPM 3.63 portions of the Project.

**WHEREAS,** on July 22, 2025, the parties entered into an amendment to the Agreement ("Amendment No. 5") to expand the scope of services and to increase the total compensation under the Agreement by $30,000 for additional environmental design and support services for the Chiles Pope Valley Road MPM 3.63 portion of the Project.

**WHEREAS**, COUNTY and CONTRACTOR now desire to amend the Agreement to expand the scope of services, to increase the total compensation under the Agreement by $4,281.60, to remove several subtasks under the environmental scope and reallocate the leftover funding appropriation, to request compensation for additional construction support and environmental surveys, and to extend the term of the Agreement by five years and six months to cover on-site mitigation monitoring.

## TERMS

**NOW, THEREFORE,** COUNTY and CONTRACTOR hereby amend the Agreement as follows:

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

   Term of the Agreement. The term of this Agreement shall commence on August 9, 2022 and shall expire on December 31, 2031, unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention).

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

   **Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement as originally approved, those additional services set forth in Exhibit "A-1," attached to Amendment No. 1 of the Agreement, those additional services set forth in Exhibit "A-2," attached to Amendment No. 2, those additional services set forth in Exhibit "A-3," attached to Amendment No. 3, those additional services set forth in Exhibit "A-4," attached to Amendment No. 4, those additional services set forth in Exhibit "A-5," attached to this Amendment No. 5, and those additional services set forth in Exhibit "A-6," attached to this Amendment No. 6, said Exhibits being incorporated herein by this reference.

3. Paragraph 3 of the Agreement is amended to read in full as follows:

   **Compensation.**
   (a) Rates. In consideration of CONTRACTOR's fulfillment of the promised work in the Agreement and Amendment Nos. 1, 2, 3, 4, and 5 COUNTY shall pay CONTRACTOR at the rates set forth in Exhibits "B," "B-1," "B-2," "B-3," "B-4", and "B-5" respectively. Said Exhibits are incorporated by reference herein. CONTRACTOR shall complete the promised work as set forth in this Amendment No. 6 within the funding parameters set forth in Exhibit "B-6." Said Exhibit is attached hereto and incorporated by reference herein.

(b) Expenses. No travel or other expenses will be reimbursed by COUNTY.

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be SIX HUNDRED TWENTY NINE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS AND SEVENTY THREE CENTS ($629,272.73); 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. The actual payments made under this Agreement for the work in Exhibit "A," "A-1," "A-2," "A-3," "A-4", and "A-5" shall also not exceed the per task maximum amounts set forth in Exhibits "B," "B-1," "B-2," "B-3," "B-4," and "B-5," respectively, and the actual payments for the work in Exhibit "A-6" shall not exceed the per task maximum amounts set forth in Exhibit "B-6," unless prior written consent to exceed a maximum amount for a specific task has been authorized in writing by the Director of Public Works or designee. Any approval by the Director of Public Works or their designee to exceed per task maximum shall not alter the maximum payment due under this Agreement as set forth in the first sentence of this subparagraph.

4. Except as provided in Paragraphs 2-3, above, all other provisions of the Agreement as amended by Amendment Nos. 1-5 shall remain in full force and effect as approved previously.

**[THE REMAINDER OF PAGE IS INTENIONALLY LEFT BLANK; SIGNATURES ARE ON THE FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, COUNTY and CONTRACTOR have executed this Amendment No. 6 to Napa County Agreement No. 230084B effective as of September 23, 2025.

ADKO ENGINEERING INC.

By_____
MAJDI KANAAN, President

By_____
IMAN KANAAN, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>*By: Ryan FitzGerald* (e-sign)<br>Deputy County Counsel<br><br>Date: September 9, 2025 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By:_____ |
|---|---|---|

**EXHIBIT "A-6"**

**SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following additional services for the following portion of the Project:

- Chiles Pope Valley Road MPM 3.63

Amendment No. 6 changes the Level of Effort for the following tasks:

**TASK 5: ENVIRONMENTAL (Reallocate Funds: -$21,782.80)**

On August 9, 2022, Napa County entered into Agreement No. 230084B with ADKO Engineering, Inc. (CONSULTANT) and Kleinfelder (SUBCONSULTANT) to prepare the design of the Chiles Pope Valley MPM 3.63 culvert repair project. Kleinfelder's original scope included field surveys, preparation of biological and cultural resources reports, permitting assistance with the California Department of Fish and Wildlife (CDFW), the San Francisco Regional Water Quality Control Board (RWQCB), and the U.S. Army Corps of Engineers (ACOE), as well as providing pre-construction surveys and coordinating tribal monitoring.

Subsequent amendments expanded and revised Kleinfelder's scope as follows:

- **Amendment No. 1 (January 24, 2023)**: Expanded biological and cultural surveys and permitting support.
- **Amendment No. 2 (November 7, 2023)**: Added permit-required preconstruction surveys and preparation of a Mitigation and Monitoring Plan (per CDFW and RWQCB requirements).
- **Amendment No. 4 (September 10, 2024)**: Added worker environmental awareness training, biological monitoring, and tribal monitoring.
- **Amendment No. 5 (July 22, 2025)**: Expanded the scope to include additional preconstruction surveys, assistance with a dewatering plan, fish capture and relocation, and habitat restoration plans.

As the project design is complete and with construction progressing, Kleinfelder's scope has required continued revision. Under Amendment No. 6, the scope will be further updated to include project management and oversight ($6,000), additional biological monitoring and surveys ($57,000), and restoration oversight and monitoring ($25,536). With ADKO's 10% overhead, the revised environmental scope totals $97,390.

Funding is reallocated from tasks that are no longer needed—which include biological and cultural studies and reports, permitting and tribal coordination, and preconstruction surveys—and amounts to $119,172 set-aside, that remains unused. Subtracting the $97,390 required for the environmental scope with the $119,172 reallocated in the ADKO contract, leaves $21,782 leftover in the ADKO contract to be allocated towards ADKO's additional construction support services.

**TASK 7: CONSTRUCTION SUPPORT ($26,064.40)**

The increased scope for Tasks 7.2 and 7.4 below requires $26,064. With the $21,782 leftover in the ADKO contract and to be reallocated per the paragraph above, the revised scope for ADKO's construction support services will require $4,281.60 of additional funding to be encumbered under this contract.

**Task 7.2: Design Services During Construction (Not to Exceed, $13,600)**

During construction, the downstream wingwall structure required a re-design that altered the scope of the project, and resulted in Contract Change Order No. 2. In addition to increasing the Contractors scope of work, the redesign and involvement from the ADKO team also requires an increased scope for the design services required during construction.

**Task 7.4: Resident Engineer and Structures Representative (Not to Exceed, $12,464.40)**

Additional budget is also necessary for the ADKO team to assist the County during the design changes and as a result of numerous Requests for Information (RFIs) submitted by the Contractor. This Amendment increases ADKO's level of involvement during construction and provides additional budget for their services.

**Exhibit "B-6"**
**COMPENSATION AND EXPENSE REIMBURSEMENT**

**Chiles Pope Valley Road MPM 3.63**

| | | ADKO Engineering, Inc. | | | | | | | CONSULTANTS | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Majdi Kanaan PM | Haroon Hashimi Structures Project Engineer | Yijin Yuan Design Engineer | INSPECTOR (ADKO) | CM | Total Hours (ADKO) | Total Not To Exceed Cost (ADKO) | Total Not To Exceed (Kleinfelder) | (ADKO) 10% | Reimbursable Allowance | Total Not To Exceed Cost |
| | *BILLING RATES* | *$243.61* | *$170.00* | *$175.00* | *$160.00* | *$160.00* | | | | | | |
| No. | Task Description | | | | | | | | | | | |
| 5 | TASK 5: ENVIRONMENTAL STUDIES | 0 | 0 | 0 | 0 | 0 | 0 | $ - | $ 88,536.00 | $ 8,853.60 | | $ 97,389.60 |
| | *5.6 Project Management and Oversite* | | | | | | | | *$ 6,000.00* | *$ 600.00* | | $ 6,600.00 |
| | *5.7 Biological Monitoring and Biological Surveys* | | | | | | | | *$ 25,536.00* | *$ 2,553.60* | | $ 28,089.60 |
| | *5.8 Restoration Oversite and Monitoring* | | | | | | | | *$ 57,000.00* | *$ 5,700.00* | | $ 62,700.00 |
| 7 | TASK 7: CONSTRUCTION SUPPORT | 0 | 80 | 0 | 0 | 0 | 80 | $ 26,064.40 | $ - | $ - | | $ 26,064.40 |
| | *7.2 Design services During Construction* | | *80* | | | | *$ 80.00* | *$ 13,600.00* | | | | $ 13,600.00 |
| | *7.4 Resident Engineer/Structures Rep* | *40* | *16* | | | | *$ 56.00* | *$ 12,464.40* | | | | $ 12,464.40 |
| | TOTAL HOURS | 0 | 80 | 0 | 0 | 0 | 0 | | | | | |
| | TOTAL COST | $ - | $ 13,600.00 | $ - | $ - | $ - | | $ - | | $ 8,853.60 | $ - | $ 123,454.00 |

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1654

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Liang Chin Su, Assistant Engineer

**SUBJECT:** Approval of Amendment No. 1 to Agreement No. 240311B with Nacht & Lewis Architects, Inc. for the South Campus Buildings A & B Maintenance Project, PW 21-37

## RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., to increase the contract maximum amount from $418,320 to $443,360 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37. (Fiscal Impact: $25,040 Expense; Capital Improvement Projects Fund; Budgeted; Discretionary)

## BACKGROUND

On December 14, 2021, the Board of Supervisors approved the creation of Project 22008 and approved a Professional Services Agreement (PSA) with YEI Engineers to assess the heating, ventilation, and air conditioning (HVAC) system for necessary upgrades for buildings A and B at South Campus. Since then, YEI Engineers has completed the investigation and provided the technical memorandum to the Public Works staff. The HVAC equipment has exceeded its useful life and is unable to meet the cooling demands during the intense summer heat. The assessment also revealed that not only do the air conditioning units need to be replaced but upsized as well.

During the HVAC assessment, staff also identified several building maintenances needs, which include a roof replacement for Building A and new paint and window sealant for Buildings A & B, to address energy saving needs and leakage issues. On July 18, 2023, the Board of Supervisors approved a budget amendment of $250,000 to utilize the on-call contract with Nacht & Lewis Architects, Inc. (N&L), who were selected through a Request for Qualifications (RFQ), to investigate the building exteriors and provide design recommendations with cost estimates and construction timeline to properly maintain South Campus Building A and B.

Staff also conducted a benefit and cost analysis to replace existing windows on Building A to assist with the cooling needs and reduce the tonnage required from the new HVAC units. The cost of replacing all the existing single pane windows is approximately $4 million. Replacing the windows would allow a reduction in HVAC tonnages by 12 tons per unit, which would reduce the cost of HVAC units by $300,000. Property Management

reported most maintenance calls are regarding leaks from the windows. As a result, staff recommended to only replace the window sealant in order to address the maintenance needs. The window project is already underway.

On March 26, 2024, the Board approved and signed a PSA for a maximum of $418,320 with N&L to prepare construction documents.

On August 6, 2024, the Board approved the plans and specification for the window sealant portion of the South Campus Buildings A & B Maintenance Project and on September 10, 2024, the Board awarded a construction contract to Bridges Construction of Kelseyville for their low bid of $509,760 and approved a budget amendment of $714,664 to fund the project which has been completed.

On December 17, 2024, the Board approved the plans and specification for the HVAC, Roof Replacement, and the painting of South Campus Building A (and B for painting only) and on February 25, 2025, the Board awarded a construction contract to CWS Construction Group, Inc., of Novato, CA for their low base bid of $5,145,000 and approved a budget amendment of $6,864,115 to fund the remainder of the project.

During construction, staff received requests for information (RFIs) from contractor regarding existing conditions which required additional design and engineering to respond, such as the mechanical screen wall structural calculations, airflow design conditions, and site visits from consultants for pull tests to determine the installation conditions of the joint sealant and new paint. The approval of this Amendment No. 1 in the amount of $25,040 will allow Nacht & Lewis to be on-site to verify the conditions of the building and provide additional information to ensure the completion of the project as designed.

Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 240311B with Nacht & Lewis Architects, Inc., in the amount of $25,040 to increase the maximum not to exceed amount of $443,360 to provide additional engineering services for the South Campus Buildings A & B Maintenance Project, PW 21-37.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | Yes |
| Where is it budgeted? | The project is funded under Fund 3000, Sub-Division 3000504, Project 22008, Account 52360 |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Approval is needed to provide additional information to Contractor to be able to complete the project. |
| Is the general fund affected? | No |
| Future fiscal impact: | Construction will complete in FY 25-26 and have no additional fiscal impact beyond routine maintenance |
| Consequences if not approved: | Construction cannot continue without the additional information. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: It has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class

1 (“Existing Facilities”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County’s Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

**AMENDMENT NO. 1 TO**

**NAPA COUNTY AGREEMENT NO. 240311B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 ("Amendment No. 1) of NAPA COUNTY AGREEMENT NO. 240311B** is made and entered into as of this 23rd day of September 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as "CONSULTANT."

## RECITALS

**WHEREAS**, COUNTY entered into Napa County Agreement No. 240311B with CONSULTANT on March 12, 2024 ("Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide engineering design and support services for the South Campus Buildings A&B Maintenance Project, PW 21-37 ("Project"); and

**WHEREAS**, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide engineering design and support services for the Project.

## TERMS

**NOW, THEREFORE,** COUNTY and CONSULTANT hereby amend the Agreement as follows:

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

   **Scope of Services.** CONSULTANT shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Paragraph 3, subparagraph (c), of the Agreement are amended to read in full as follows:

   Maximum Amount. Notwithstanding subparagraphs (a) and (b) or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED FORTY-THREE THOUSAND THREE HUNDRED SIXTY AND 00/100 DOLLARS ($443,360)**; 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.

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

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT have executed this Amendment No. 1 to Napa County Agreement No. 240311B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By_____
MIKE PARROTT, President

By_____
ERIC FADNESS, Secretary

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Shana A. Bagley*<br>Deputy County Counsel<br><br>Date: September 5, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

**EXHIBIT "A-1"**

**SCOPE OF WORK**

The CONSULTANT will provide COUNTY with the following additional services for the South Campus Buildings A&B Maintenance Project, PW 21-37:

- Additional Design and Engineering Services
    - Architectural and Structural services for the additional work to provide structural calculations and details to remove and replace the roof screen - $5,300.
    - Architectural, Mechanical, Electrical, and Plumbing services for the additional work to provide temporary heating and cooling plan for the HVAC replacement work - $3,380.
    - Architectural and Mechanical services for the additional work to verify existing layout to provide calculations for the revised airflow requirement for the spaces with recommendations for the units. Include up to 3 site visits and responses to the contractor's Request for Information (RFI) - $8,000.
    - An allowance for mock-up services during construction to verify installation of new materials to plans and specifications - $8,360.

**Compensation:**
CONSULTANT shall be compensated for a not-to-exceed fee of $25,040 for the additional services, above.

CONSULTANT shall be compensated for the total services for a new not-to-exceed amount of $443,360.

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1656

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Estrella Munoz, Junior Engineer

**SUBJECT:** Budget Amendment and Approval of Amendment #1 to Agreement No. 250299B with Nacht & Lewis Architects, Inc. for the "JJC Building Maintenance Project," PW 25-12

## RECOMMENDATION

Approve and authorize Amendment No. 1 to Agreement No. 250299B with Nacht & Lewis Architects, Inc. to increase the contract maximum amount from $149,600 to $439,630 to provide detailed construction plans, bidding assistance, and construction support services for the JJC Building Maintenance Project, PW 25-12; and approve a Budget Amendment. (Fiscal Impact: $320,030 Expense; Capital Improvements Project Fund; Not Budgeted; Discretionary)

[4/5 vote required]

## BACKGROUND

The Probation Department oversees a 24/7 secure Juvenile Justice Center facility, constructed in 2005, with a 50-youth capacity that consistently operates below capacity. The building requires significant maintenance due to roof leaks and aging infrastructure, including mechanical, electrical, and HVAC systems. Planned maintenance includes replacing the roof, photovoltaic system, and HVAC units, as well as evaluating exterior paint and sealants.

On February 4, 2025, the Board authorized the establishment of the Juvenile Justice Center (JJC) Building Maintenance Project (PW 25-12) and approved a professional services agreement with Nacht & Lewis Architects, Inc. to perform site investigation and preliminary design services. Nacht & Lewis, selected in 2022 under the County's 2022-2027 On-Call Architectural Services program, has since completed the authorized scope of work.

The investigations determined that replacement of the roof, photovoltaic system, and HVAC units, as well as refurbishment of exterior seals and repainting of the facility, are required. Based upon these findings, Nacht & Lewis prepared preliminary construction documents and cost estimates. The total estimated project cost,

inclusive of all soft costs and a 20 percent construction contingency, is $7,446,388. Should the recommended actions be approved, the next phase will include the preparation of detailed construction plans and specifications. Staff will subsequently return to the Board for approval of the final plans and authorization to solicit bids.

Approval of Amendment No. 1 in the amount of $290,030 will authorize Nacht & Lewis to prepare detailed construction documents, provide bidding assistance, and deliver construction support services throughout the construction phase. In addition, staff is requesting an allocation of $30,000 to support County project management activities through completion of the construction document phase.
Requested Actions:

1. Approve a Budget Amendment for the following (4/5 vote required):
    a. Increase Intrafund Transfers Out appropriations by $320,030 in the Capital Improvements Project Fund (Fund 3000, Sub-Division 3000000, Account 57900) offset by use of its available fund balance to transfer to Project 25019; and
    b. Increase Engineer Services appropriations by $320,030 (Fund 3000, Sub-Division 3000503, Project 25019, Account 52145) offset by a transfer-in revenue from CIP Fund.

2. Approve and authorize Amendment No. 1 to Agreement No. 250299B with Nacht & Lewis Architects, Inc. for $290,030 to increase the maximum not to exceed amount from $149,600 to $439,630 to provide detailed construction plans, bidding assistance, and construction support services for the JJC Building Maintenance Project, PW 25-12.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | Yes |
| Is it currently budgeted? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Addressing the maintenance needs for the Juvenile Justice Center is necessary to keep the building operational in future years. |
| Is the general fund affected? | Yes |
| Future fiscal impact: | Staff will return to request another Budget Amendment to move into the construction phase. |
| Consequences if not approved: | The Juvenile Justice Center will continue to deteriorate and leak during rain events. Electrical and mechanical equipment will eventually fail. |

## ENVIRONMENTAL IMPACT

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

**AMENDMENT NO. 1 TO**

**NAPA COUNTY AGREEMENT NO. 250299B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENDMENT NO. 1 ("Amendment No. 1") of NAPA COUNTY AGREEMENT NO. 250299B** is made and entered into as of this 23rd day of September 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Nacht & Lewis Architects, Inc., a California corporation, whose business address is 600 Q Street, Suite 100, Sacramento, CA 95811 hereinafter referred to as "CONSULTANT."

## RECITALS

**WHEREAS**, on February 4, 2025, COUNTY entered into Napa County Agreement No. 250299B with CONSULTANT ("Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide preliminary construction documents and support services at the Juvenile Justice Center for the JJC Building Maintenance Project, PW 25-12 ("Project"); and

**WHEREAS**, COUNTY and CONSULTANT now desire to amend the Agreement to increase the scope and compensation in order to provide construction documents, bidding assistance, and construction support services for the Project.

## TERMS

**NOW, THEREFORE,** COUNTY and CONSULTANT hereby amend the Agreement as follows:

1. Article I, subparagraph 1.1, of the Agreement is amended to read in full as follows:

   **Scope of Services.** CONSULTANT shall provide COUNTY those services set forth in Exhibit "A" attached to the Agreement, as originally approved and is incorporated by reference herein, and those additional services set forth in Exhibit "A-1" attached to Amendment No. 1 of the Agreement. Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Article II, subparagraph 2.1., of the Agreement is amended to read in full as follows:

   Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of the Agreement. This Agreement shall expire one year after completion of the scope of services as stated in Exhibit A-1, unless terminated earlier in accordance with this Article.

3. Article III, subparagraph 3.1.1., of the Agreement is amended to read in full as follows:

**Rates.** COUNTY shall pay CONSULTANT at the fixed price of FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY DOLLARS ($439,630).

4. Article III, subparagraph 3.1.3., of the Agreement is amended to read in full as follows:

**Maximum Amount.** Notwithstanding subparagraphs 3.1.1. and 3.1.2., or any other provision of this Agreement, the maximum payments under this Agreement shall be **FOUR HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED THIRTY AND 00/100 DOLLARS ($**439,630**)**; 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.

5. Except as provided in paragraphs 1 through 4, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

*[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]*

**IN WITNESS WHEREOF**, COUNTY and CONSULTANT have executed this Amendment No. 1 to Napa County Agreement No. 250299B as of the date first above written.

NACHT & LEWIS ARCHITECTS, Inc.

By_____
LORENZO LOPEZ, Principal

By_____
MIKE PARROTT, President

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By_____
ANNE COTTRELL, Chair
Board of Supervisors

"COUNTY"

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: Shana A. Bagley<br>Deputy County Counsel<br><br>Date: September 9, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

**EXHIBIT "A-1"**

**SCOPE OF WORK**

The CONSULTANT will provide COUNTY with the following additional services for the JJC Building Maintenance Project, PW 25-12:

**I. Construction Documents and Support Services**

K. Submit Construction Documents:
   a. Provide code analysis and path of travel requirements for the area of work
   b. Provide demolition plan(s)
   c. Provide floor plan(s)
   d. Provide roof plan(s)
   e. Provide exterior elevations to indicate locations for coatings.
   f. Provide roofing details
   g. Provide mechanical drawings for roof-top equipment replacement.
   h. Provide electrical drawings
   i. Provide applicable division 2-26 specifications. Review division 0 and 1 sections.

L. Develop construction document level cost estimate
M. Meet with County to discuss comments
N. Finalize Construction Documents
O. Attend pre-bid conference
P. Respond to bidder's questions
Q. Develop technical addenda
R. Attend pre-construction conference
S. Review and respond to contractor RFIs
T. Review contractor submittals
U. Provide 5 site visits to review progress of construction for conformance to the design intent
V. ABB to provide up to 8 site visits to review progress of construction for conformance to the design intent
W. Review contractor's punch list

## II. Schedule

Services shall be completed 51 weeks from the Effective Date of this amendment based on the below estimated task durations.

| Task or Milestone | Duration |
|---|---|
| Construction Documents | 12 Weeks |
| Bidding | 13 Weeks |
| Construction | 26 Weeks |

**Compensation:**

CONSULTANT shall be compensated for a fixed fee of $252,200 plus an additional fifteen percent (15%) design contingency, for a total Amendment amount of $290,030 for the additional services stated above.

CONSULTANT shall be compensated at the rates set forth above for the additional services for a new total amount not to exceed of $439,630.

Napa County

Board Agenda Letter

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-524

**TO:** Board of Supervisors

**FROM:** Ryan J. Alsop, Chief Executive Officer

**REPORT BY:** Becky Craig, Assistant Chief Executive Officer and Jennifer Palmer, Director of Housing & Community Services

**SUBJECT:** Development Impact Fees Studies

## RECOMMENDATION

Receive presentation of Development Impact Fee Nexus Studies for Transportation and Affordable Housing and Commercial Linkage and provide direction. (No Fiscal Impact)

## BACKGROUND

A development impact fee is monetary exaction other than a tax or special assessment that is charged by a local governmental agency to an applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project. (Gov. Code § 66000 (b).) The legal requirements for enactment of development impact fee programs are set forth in Government Code §§ 66000-66025 (the "Mitigation Fee Act"), the bulk of which were adopted as 1987's AB 1600 and thus are commonly referred to as "AB 1600 requirements." A development impact fee is not a tax or special assessment; by its definition, a fee is voluntary and must be reasonably related to the cost of the service provided by the local agency. If a development impact fee does not relate to the impact created by development or exceeds the reasonable cost of providing the public service, then the fee may be declared a special tax and must then be subject to two-thirds voter approval. (Cal. Const., Art. XIII A, § 4.)

In August 2024, the County hired a consultant to determine the nexus of development to certain impacts and calculate in-lieu fees for four programs: Affordable Housing, Transportation Mitigation, Woodland Conversion, and the water and sewer connection fees for LBRID and NBRID. The first three fees would apply to all development projects in the unincorporated area while the utility connection fees programs apply to limited services areas. The water and sewer connection fees study for LBRID and NBRID is an update and will be presented separately. A woodland conversion in lieu mitigation fee program is contemplated in the general plan. Staff continue to study valuation and methodology options.

The Affordable Housing and Transportation Mitigation studies identify the maximum rates the County may levy by category of development and the Board may establish any fee up to the calculated maximum. The development categories include residential construction and commercial/non-residential by type. The reason to

adopt the maximum rate allowed is to recognize developments' fair share and to collect all revenues allowed by law. There are multiple reasons entities adopt impact fees at less than the maximum rate, as follows:

-one type of development may be underrepresented in the jurisdiction and the entity chooses to incentivize it, or

-development projects may not proceed if costs make projects unprofitable, or

-developers have choices where to locate and a jurisdiction chooses to remain competitive with its neighbors, or

-entities may apply other funding sources, including grants.

Any portion of the impact fee program that is not charged to development is an obligation of the entity.

Transportation Mitigation

The County currently mitigates for traffic improvement impacts in the Airport Industrial Area (AIA) with a fee program. The attached study encompasses all projects in the unincorporated area excluding the AIA. Public Works staff identified six intersection roundabouts and four bicycle lane projects from which new development outside of the AIA would benefit. All proposed improvements would be public infrastructure and payment of fees would mitigate future developments' offsite countywide traffic impacts. The consultant reviewed existing traffic impacts and potential development impacts and determined that the portion attributable to future development would be 20% of the total proposed intersection impacts and 100% of the bicycle lane enhancements. The study analyzed winery visitation in depth to ensure its impacts were captured. The County has not programmed funding any portion of the existing deficiency in its five-year capital outlay forecast. Collecting fees for 20% of the projects without a plan to construct would violate AB 1600 reporting requirements.

Staff recommend the Board accept the proposed Transportation Impact Fees nexus study and not adopt a fee.

Affordable Housing

The County adopted an Affordable Housing Fund Ordinance in 1992, which created the Affordable Housing Fund to assist with funding the development of affordable housing in Napa County. The Ordinance was based on a Jobs-Housing Nexus Study conducted by the County and established a housing impact fee on non-residential construction and an inclusionary housing requirement on residential construction. The non-residential component of the program was updated and revised in 2004 and again in 2014; the residential component was last revised in 2010. The current inclusionary program has an in-lieu fee option available to all new construction and all residential projects have paid the in-lieu fee. The purpose of a nexus study is to quantify and document the linkages among construction of new workplace buildings, the employees who work in them, and the demand for affordable housing. Likewise, nexus studies explore the linkages between new residential construction, the expenditures of new households in Napa, new jobs generated by the expenditures, and the demand for additional affordable housing units. It estimates the number of new jobs created based on the development type and how many new workers will not earn enough to afford market-rate housing, thus requiring affordable options. The analysis establishes a legally defensible connection ("nexus") between the impact of new development and the need for Affordable Housing and translates that into a fee per square foot of new commercial or market-rate residential development by size and type.

Affordable Housing Impact Fees are a cost-recovery mechanism, not an assessment or tax. The fees recover a portion of or all the costs incurred by the County to provide the affordable housing need generated by the new development. At the full fee, the County fully covers the necessary revenue to develop the required housing. Any reduction in fees results in the need to identify outside revenues to fill the gap between the funding needed and the fee amounts collected. The Affordable Housing and Commercial Linkage Impact Fee Study ("Nexus Study") determined the maximum justified housing impact fees supportable under state law, shown below.

Maximum Justified Affordable Housing Impact Fee per Square Foot Schedule

| | |
|---|---|
| New Residential Rental Unit | $152.00 |
| New Residential For Sale Unit | $86.00 |
| Commercial - Office | $367.00 |
| Commercial - Hotel | $405.00 |
| Commercial - Retail/Restaurant | $584.00 |
| Commercial - Industrial | $154.00 |
| Commercial - Warehouse/Storage | $50.00 |

The County can adopt any amount up to those shown above. The Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis provides policymakers with analysis of the net fee capacity for each of the development types included in the Nexus Study. Net fee capacity refers to a project's total revenue or residual value after all costs. The analysis assumes that if the residual land value is less than the cost to acquire that land and build the project, the project is not feasible. The study includes an alternative feasibility analysis method that can be applied for certain developments that are built by owner-operators, such as privately owned wineries. The alternative analysis uses a total development cost model to consider the feasibility of fees within 1-3% of the project's overall construction cost.

Staff recommend the Board adopt the Affordable Housing Impact Fees at less than the maximum rates identified in the Napa County Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis nexus study. The staff recommended fee levels seek to balance the need for increased cost recovery from new developments without adversely impacting project(s) feasibility such that there is a significant slowing of desired commercial and residential development projects. The proposed fees incentivize the construction of smaller residences and agriculturally-focused commercial businesses in the office, industrial and warehouse sectors.

Residential:

| | |
|---|---|
| 0-1,199 sq ft | 0% of max $86/sq ft = $0/sq ft |
| 1,200-1,999 sq ft | 25% of max $86/sq ft = $21.50/sq ft |
| 2,000-2,999 sq ft | 50% of max $86/sq ft = $43.00/sq ft |
| 3,000+ sq ft | 100% of max $86/sq ft = $86/sq ft |

ADU/2nd Dwelling:

| | |
|---|---|
| 0-750 sq ft | 0% of max $86/sq ft = $0/sq ft |
| 750-1,999 sq ft | 25% of max $86/sq ft = $21.50/sq ft |
| 2,000+ sq ft | 100% of max $86/sq ft = $86/sq ft |
| Multi-Family: | 0% of max $152/sq ft = $0/sq ft |
| Commercial: | |
| Office | 4% of max $367/sq ft = $14.50/sq ft |
| Hotel | 25% of max $405/sq ft = $101.25/sq ft |
| Retail/Restaurant | 10% of max $584/sq ft = $58.40/sq ft |
| Industrial/Manufacturing | 5% of max $154/sq ft = $7.75/sq ft |
| Warehouse/Storage | 15% of max $ 50/sq ft = $7.75/sq ft |

Staff further recommends fees be adjusted annually per the construction cost index (CCI) to ensure market value is maintained and be suspended for the duration of the performance period if a regional housing bond is passed by the voters. Staff will present annual reports on revenue collection and projects.

Procedural Requirement:

1. Receive staff report

2. Public comment

3. Discussion and direction

Requested Action: Direct Staff to prepare an ordinance with intent to adopt the Affordable Housing and Commercial Linkage Fee Study and Affordable Housing and Commercial Linkage Fee Financial Feasibility Analysis and increase related fees.

## 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.

# NAPA COUNTY

# TRANSPORTATION IMPACT FEE NEXUS STUDY

## FINAL

## AUGUST 27, 2025


*Oakland Office*
66 Franklin Street
Suite 300
Oakland, CA 94607
Tel: (510) 832-0899

*Corporate Office*
27368 Via Industria
Suite 200
Temecula, CA 92590
Tel: (800) 755-6864
Fax: (888) 326-6864

www.willdan.com

*Other Regional Offices*
Aurora, CO
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# Executive Summary

This report summarizes an analysis of the need for transportation infrastructure to support future development within unincorporated areas of Napa County as growth occurs. It is the County's intent that the costs representing future development's share of this infrastructure be imposed on that development in the form of a development impact fee.

## Background and Study Objectives

The primary policy objective of this transportation impact fee program is to ensure that new development pays the capital costs associated with growth. The primary purpose of this report is to calculate and present fees that will enable the County to expand its inventory of transportation infrastructure – and therefore maintain its facilities standards – as new development creates more demand for transportation infrastructure.

The County will impose transportation impact fees Countywide under the authority granted by the *Mitigation Fee Act* (the *Act*), contained in *California Government Code Sections 66000 et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedule contained herein.

## Use of Fee Revenues

Impact fee revenue must be spent on new transportation infrastructure or the expansion of current transportation infrastructure to serve new development. The share of the specific transportation infrastructure intended to be funded by this fee are detailed within this report.

## Methodology Used in This Study

The impact fees calculated in this study use a *planned facilities* approach to allocate costs to new development. This approach identifies the share of planned infrastructure needed to serve new development and then allocates the associated costs of infrastructure to new development through the impact fee schedule.

## Fee Schedule

**Table E.1** summarizes the schedule of maximum justified transportation impact fees based on the analysis contained in this report. The fee amounts are driven by varying assumptions of trip demand generated by new development. Land uses that generate more demand for transportation infrastructure pay higher fees than those land uses that generate less trip demand. All fees are charged per square foot of building space.

**Table E.1: Maximum Justified Fee Schedule**

| Land Use | Fee per Square Foot |
|---|---|
| *Residential* | $ 1.47 |
| *Nonresidential* | |
| Commercial | $ 3.49 |
| Office | 3.04 |
| Industrial | 1.43 |
| Wineries - Production Use[1] | 1.00 |
| Wineries - Accessory/Service Use[2] | 2.38 |

[1] Winery building space dedicated to the production of wine.
[2] Winery building space dedicated to accessory uses, including tasting rooms, retail areas and restaurants.

Source: Table 3.7.

# Organization of the Report

This report is organized as follows:

- Chapter 1, Introduction: Summarizes facilities financing in California, and the general approach.
- Chapter 2: Land Use Scenario: Discusses the land uses assumptions used as inputs to the impact fee nexus analysis.
- Chapter 3, Nexus Analysis: Describes the technical analysis used to calculate the transportation impact fee and presents a fee schedule.
- Chapter 4, AB 602 Requirements: Describes how this nexus study complies with the requirements of AB 602.
- Chapter 5, Implementation: Provides guidelines for the implementation and ongoing maintenance of the impact fee program.
- Chapter 6, *Mitigation Fee Act* Findings: summarizes the five statutory findings required for adoption of the proposed fees in accordance with the *Mitigation Fee Act* (codified in *California Government Code* Sections 66000 through 66025).

# 1. Introduction

This report presents an analysis of the need for transportation infrastructure to accommodate new development in unincorporated Napa County. This chapter provides background for the study and explains the study approach under the following sections:

- Study Objectives;
- Study Methodology;
- Fee Program Maintenance; and
- Organization of the Report.

## Study Objectives

The primary objective of a transportation impact fee program is to ensure that new development pays the capital costs associated with growth. *Goal CIR-3* of the County's General Plan Circulation Element states: "The County's transportation system shall encompass the use of private vehicles, local and regional transit, paratransit, transportation network companies, walking, bicycling, air travel, rail, and water transport. It shall support the implementation of new transportation technologies and travel options to the extent those technologies and options support the County's goals of improving mobility while reducing congestion and emissions."

The primary purpose of this report is to establish transportation impact fees that will enable the County to expand its inventory of transportation infrastructure, including bicycle facilities and roundabouts – and therefore increase mobility and reduce congestion – as new development leads to increases in service demands. This report supports the General Plan policy stated above as the transportation impact fees calculated in this study provide a funding source from new development to fund its fair share of the aforementioned infrastructure.

The County imposes impact fees under authority granted by the *Mitigation Fee Act (*the *Act)*, contained in *California Government Code* Sections 66000 *et seq*. This report provides the necessary findings required by the *Act* for adoption of the fees presented in the fee schedules contained herein.

Napa County is forecast to experience moderate growth through the planning horizon of 2050. This growth will create an increase in demand for public services and the County infrastructure required to deliver them. Given the revenue challenges that are common to most cities and counties in California, the County has decided to use a development impact fee program to ensure that new development funds the share of transportation facility costs associated with growth. This report makes use of the most current available growth forecasts and facility plans to establish a transportation impact fee program that funds new development's share of the transportation infrastructure demanded by that development.

## Study Methodology

Transportation impact fees are calculated to fund the cost of transportation infrastructure required to accommodate growth. The five steps followed in a impact fee study include:

1. **Estimate existing development and future growth:** Identify a base year for existing development and a growth forecast that reflects increased demand for transportation infrastructure;
2. **Identify facility standards:** Determine the facility standards used to plan for new and expanded infrastructure;

3. **Determine infrastructure required to serve new development and their costs:** Estimate the total amount and cost of planned infrastructure, and identify the share required to accommodate new development;
4. **Identify alternative funding requirements:** Determine if any non-fee funding is required and/or available to complete projects; and,
5. **Calculate fee schedule:** Allocate infrastructure costs per unit of new development to calculate the impact fee schedule.

The key public policy issue in development impact fee studies is the identification of facility standards (step #2, above). Facility standards document a reasonable relationship between new development and the need for new infrastructure. Standards ensure that new development does not fund deficiencies associated with existing development.

## Types of Facility Standards

There are three separate components of facility standards: *demand standards, design standards* and *cost standards*. *Demand standards* determine the amount of infrastructure required to accommodate growth. In this case, the impact fee seeks to maintain a specific level of service on its roadways. *Design standards* determine how a facility should be designed to meet expected demand and directly related to the costs of planned infrastructure. The projects included in the transportation impact fee have all been designed to meet state and County engineering standards. Finally, *cost standards* are a method for determining the amount of infrastructure required to accommodate growth based on facility costs per unit of demand.

The transportation impact fee analysis contained in this report converts project costs to serve growth (identified by *demand* and *design standards*), into a *cost standard* (cost per trip from new development), which is then used as the basis of the fee. A fee for a particular land use is equal to the cost per trip, multiplied by the trip generation rate (trip demand factor) for that land use.

## New Development Facility Needs and Costs

Several approaches are used to identify facility needs and costs to serve new development. Often there is a two-step process: (1) identify total facility needs, and (2) allocate to new development its fair share of those needs.

There are three common methods for determining new development's fair share of planned facilities and infrastructure costs: the **existing inventory method**, the **system plan method**, and the **planned facilities method**. Often the method selected depends on the degree to which the community has engaged in comprehensive facility master planning to identify facility needs.

The **existing inventory method** allocates costs based on the ratio of existing facilities to demand from existing development. Under this method new development funds the expansion of facilities at the same standard currently serving existing development. This method is not used in this study because the fee calculation is driven by a defined project list.

The **system plan method** calculates the fee based on the value of existing facilities plus the cost of planned facilities, divided by demand from existing plus new development. This method is useful when planned facilities need to be analyzed as part of a system that benefits both existing and new development. This method is not used in this study. This method is not used in this study because the analysis can identify a specific share of infrastructure needed to accommodate new development.

The **planned facilities method** allocates costs based on the ratio of planned facility costs to demand from new development as follows:

$$\frac{\text{Cost of Planned Facilities}}{\text{New Development Demand}} = \$ \text{ / unit of demand}$$

This method is appropriate when specific planned facilities can be identified that only benefit new development. Examples include street improvements to avoid deficient levels of service or a new street extension to a previously undeveloped area. This method is also appropriate when to use in this analysis when a specific share of planned facilities that benefit new development can be identified. Under this method new development funds its fair share of the expansion of infrastructure needed to ensure that facility standards are maintained as new development occurs. **This method is used to calculate the transportation impact fees in this report**.

## Fee Program Maintenance

Once a fee program has been adopted it must be properly maintained to ensure that the revenue collected adequately funds the infrastructure needed by new development. Impact fee levels must be adjusted frequently to account for inflation. Should the cost of infrastructure rise more quickly than the fee amounts collected, the infrastructure needed to serve new development will be underfunded. To avoid collecting inadequate revenue, costs for planned infrastructure must be updated periodically for inflation, and the fees recalculated to reflect the higher costs. The use of established construction cost indices, such as those published by the Engineering News Record, is necessary to accurately adjust the impact fees for inflation. For a list of recommended indices, and step-by-step instructions for adjusting fees for inflation, see Chapter 5.

While fee updates using inflation indices are appropriate for periodic updates to ensure that fee revenues keep up with increases in the costs of transportation infrastructure, it is recommended to conduct more extensive updates of the fee documentation and calculation when significant new data on growth forecasts and/or facility plans become available. For further detail on fee program implementation, see Chapter 5.

# 2. Land Use Scenario

This chapter summarizes an analysis of the need for transportation infrastructure, including bicycle infrastructure and intersection upgrades, to accommodate increased trip demand from new development. The chapter documents a reasonable relationship between new development and an impact fee for funding transportation infrastructure.

## Land Use Types

To ensure a reasonable relationship between each fee and the type of development paying the fee, growth projections distinguish between different land use types. The land use types that impact fees have been calculated for are defined below.

- **Residential:** All residential dwelling units. Fees charged per square foot of living space.
- **Commercial:** All commercial, retail, and educational development.
- **Office:** All general, professional, and medical office development.
- **Industrial:** All manufacturing and other industrial development.
- **Winery – Production Use:** Winery building space dedicated to the production of wine.
- **Winery – Accessory Use:** Winery building space dedicated to accessory uses, including tasting rooms, retail areas and restaurants.

Some developments may include more than one land use type, such as a mixed-use development with both residential and commercial uses. Another similar situation would be a warehousing facility that contains office space. In those cases, the impact fee would be calculated separately for each land use type included within the building.

The County has the discretion to determine which land use type best reflects a development project's characteristics for purposes of imposing an impact fee and may adjust fees for special or unique uses to reflect the impact characteristics of the use.

## Growth Projections

Growth projections are used as indicators of demand to determine facility needs and allocate those needs between existing and new development. This section explains the source for the growth projections used in this study based on a 2024 base year and a planning horizon of 2050.

Estimates of existing development and projections of future growth are critical assumptions used throughout this report. These estimates are used as follows:

- The estimate of existing development in 2024 is used as an indicator of existing facility demand.
- The estimate of total development in 2050 is used as an indicator of future demand to determine total infrastructure needed to accommodate growth and remedy existing facility deficiencies, if any.
- Estimates of growth from 2024 through 2050 are used to (1) allocate facility costs between new development and existing development, and (2) estimate total fee revenues.

The demand for transportation infrastructure is based on the increase in trips generated by dwelling units or nonresidential development creating the need for the infrastructure.

**Table 2.1** shows the estimated number of residents, dwelling units, employees, and building square feet within Napa County, both in 2024 and at the planning horizon. The base year estimates of household residents and dwelling units comes from the California Department of Finance. The projection of residents and dwelling units is based data from the Association of Bay Area Governments (ABAG) Plan Bay Area 2050 growth projections.

Base year nonresidential square footage was estimated based converting the commercial, office and industrial employees to an equivalent amount of building space using employment density assumptions. This conversion assumes 2.86 workers per 1,000 square feet of office and commercial uses, and 1.11 workers per 1,000 square feet of industrial uses, consistent with other County planning efforts.

## Table 2.1: Land Use Scenario - Countywide

| | 2024 | 2050 | Increase (2024 to 2050) |
|---|---|---|---|
| **Countywide** | | | |
| *Dwelling Units* [1] | | | |
| Single Family | 41,032 | 45,461 | 4,429 |
| Multifamily | 15,149 | 16,784 | 1,635 |
| Total | 56,181 | 62,245 | 6,064 |
| *Employment (Jobs)* [2] | | | |
| Commercial | 22,411 | 31,672 | 9,261 |
| Office | 13,125 | 18,548 | 5,423 |
| Industrial | 25,318 | 35,780 | 10,462 |
| Total | 60,854 | 86,000 | 25,146 |
| *Equivalent Building Square Feet (000s)* [3] | | | |
| Commercial | 7,836 | 11,074 | 3,238 |
| Office | 4,589 | 6,485 | 1,896 |
| Industrial | 22,809 | 32,234 | 9,425 |
| Total | 35,234 | 49,794 | 14,559 |

[1] Current values from California Department of Finance. Projected dwelling units in 2050 is based on a projection of 56,000 households from Plan Bay Area 2050, and assumes 10.03% vacancy. Assumes same ratio of single family to multifamily will be maintained as development occurs.

[2] Current estimates of primary jobs from the US Census' OnTheMap. Projection for 2050 from Plan Bay Area 2050. Assumes current ratio among land uses will be maintained.

[3] Estimated building square feet calculated based on increase of employees and assumed employment density factors of 2.86 workers per 1,000 square feet of office and commercial uses, and 1.11 workers per 1,000 square feet of industrial uses.

Sources: California Department of Finance, Table E-5, Plan Bay Area 2050; OnTheMap Application, http://onthemap.ces.census.gov; Napa County; Willdan Financial Services.

**Table 2.2** provides the same information as Table 2.1, but constrains the estimates and projections to the unincorporated areas of the County, on the assumption that the current proportion of incorporated to unincorporated development will be maintained through the planning horizon. This assumption was necessary because the Plan Bay Area projections do not distinguish between incorporated are unincorporated areas.

## Table 2.2: Land Use Scenario- Unincorporated

| | 2024 | 2050 | Increase (2024 to 2050) |
|---|---|---|---|
| **Unincorporated** | | | |
| *Dwelling Units* [1] | | | |
| Single Family | 9,448 | 10,468 | 1,020 |
| Multifamily | 1,440 | 1,595 | 155 |
| Total | 10,888 | 12,063 | 1,175 |
| *Employment (Jobs)* [2] | | | |
| Commercial | 4,332 | 6,122 | 1,790 |
| Office | 3,519 | 4,973 | 1,454 |
| Industrial | 11,562 | 16,340 | 4,778 |
| Total | 19,413 | 27,435 | 8,022 |
| *Equivalent Building Square Feet (000s)* [3] | | | |
| Commercial | 1,515 | 2,141 | 626 |
| Office | 1,230 | 1,739 | 508 |
| Industrial | 10,416 | 14,721 | 4,305 |
| Total | 13,161 | 18,600 | 5,439 |

[1] Current values from California Department of Finance. Projected dwelling units is based on Countywide projection identified in Table 2.1, and assumes current ratio of incorporated to unincoroprated development will be maintained through 2050.
[2] Current estimates of primary jobs from the US Census' OnTheMap. Projection based on 2050 Countywide projection, and assumes current ratio of incorporated to unincoroprated development will be maintained through 2050.
[3] Estimated building square feet calculated based on increase of employees and assumed employment density factors of 2.86 workers per 1,000 square feet of office and commercial uses, and 1.11 workers per 1,000 square feet of industrial uses.

Sources: California Department of Finance, Table E-5, Plan Bay Area 2050; OnTheMap Application, http://onthemap.ces.census.gov; Napa County; Table 2.1, Willdan Financial Services.

# 3. Nexus Analysis

## Trip Demand

The need for transportation improvements is based on the trip demand placed on the system by development. A reasonable measure of demand is the number of average daily vehicle trips, adjusted for the type of trip. Vehicle trip generation rates are a reasonable measure of demand on the County's system of street improvements across all modes because alternate modes (transit, bicycle, pedestrian) often substitute for vehicle trips.

The two types of trip adjustments made to trip generation rates to calculate trip demand are described below:

- Pass-by trips are deducted from the trip generation rate. Pass-by trips are intermediates stops between an origin and a destination that require no diversion from the route, such as stopping to get gas on the way to work.
- The trip generation rate is adjusted by the average length of trips for a specific land use category compared to the average length of all trips on the street system.

These adjustments allow for a holistic quantification of trip demand that takes trip purpose and length into account for fee calculation purposes.

**Table 3.1** shows the calculation of trip demand factors by land use category based on the adjustments described above. Trip rates for commercial, office and industrial development are based on the latest data available from the Institute of Traffic Engineers (ITE). Trip rates for winery uses, including accessory uses and production uses were estimated based on data from the County's Winery Trip Generation worksheet, and a survey of current winery planning applications. See Appendix Table A.1 for detailed winery trip rate calculations.

The trip purpose and trip length assumptions in Table 3.1 are based on extensive and detailed trip surveys conducted in the San Diego region by the San Diego Association of Governments (SANDAG). The SANDAG is used to supplement the trip generation rates, because the SANDAG surveys provide one of the most comprehensive databases available of pass-by trips factors for a wide range of land uses. It should be noted that the projections of current and future trip demand generation in this report are based on data specific to the County.

### Table 3.1: Trip Demand Factors

| | Pass-by Trips[1] | Primary and Diverted Trips | Average Trip Length (Miles)[2] | Adjust-ment Factor[3] | ITE Category | Average Daily Trips[4] | Trip Demand Factor[5] |
|---|---|---|---|---|---|---|---|
| | *A* | *B = 1 - A* | *C* | *D = B x C / Avg.* | | *E* | *F = D x E* |
| *Residential - per Dwelling Unit* | | | | | | | |
| Single Family | 3% | 97% | 7.9 | 1.11 | Single Family Housing (210) | 9.43 | 10.47 |
| Multifamily | 3% | 97% | 7.9 | 1.11 | Multifamily Housing (Low-Rise) (220) | 6.74 | 7.48 |
| *Nonresidential - per 1,000 Sq. Ft.* | | | | | | | |
| Commercial | 22% | 78% | 3.6 | 0.41 | Shopping Center (820) | 37.01 | 15.17 |
| Office | 4% | 96% | 8.8 | 1.22 | General Office (710) | 10.84 | 13.22 |
| Industrial | 2% | 98% | 9.0 | 1.28 | General Light Industrial (110) | 4.87 | 6.23 |
| Wineries - Production Use[6] | 2% | 98% | 9.0 | 1.28 | Winery (Napa County) | 3.39 | 4.34 |
| Wineries - Accessory/Service Use[6] | 12% | 88% | 4.7 | 0.60 | Winery (Napa County) | 17.22 | 10.33 |

[1] Percent of total trips. A pass-by trip is made as an intermediate stop on the way from an origin to a primary trip destination without a route diversion. Pass-by trips are not considered to add traffic to the road network. Based on SANDAG data.
[2] In miles. Based on SANDAG data.
[3] The trip adjustment factor equals the percent of non-pass-by trips multiplied by the average trip length and divided by the systemwide average trip length of 6.9
[4] Trips per dwelling unit or per 1,000 building square feet.
[5] The trip demand factor is the product of the trip adjustment factor and the trip rate.
[6] See Appendix Table A.1 for winery trip rate analysis.

Sources: Institute of Traffic Engineers, Trip Generation Manual, 11th Edition; Institute of Traffic Engineers, San Diego Association of Governments, Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, April 2002; Willdan Financial Services.

## Growth in Trip Demand

**Table 3.2** estimates trip demand in 2024 and 2050. The trip demand factors from Table 3.1 are multiplied by estimates of existing and future unincorporated development from Table 2.2 to determine existing and future demand for transportation infrastructure in the unincorporated County.

### Table 3.2: Land Use Scenario and Trip Generation

| | Trip | 2024 | | Growth 2024 to 2050 | | Total - 2050 | |
|---|---|---|---|---|---|---|---|
| Land Use | Demand Factor | Units / 1,000 SF | Trips | Units / 1,000 SF | Trips | Units / 1,000 SF | Trips |
| **Unincorporated** | | | | | | | |
| *Residential - per Dwelling Unit* | | | | | | | |
| Single Family | 10.47 | 9,448 | 98,921 | 1,020 | 10,679 | 10,468 | 109,600 |
| Multifamily | 7.48 | 1,440 | 10,771 | 155 | 1,160 | 1,595 | 11,931 |
| Subtotal | | 10,888 | 109,692 | 1,175 | 11,839 | 12,063 | 121,531 |
| *Nonresidential - per 1,000 Sq. Ft.* | | | | | | | |
| Commercial | 15.17 | 1,515 | 22,978 | 626 | 9,494 | 2,141 | 32,472 |
| Office | 13.22 | 1,230 | 16,266 | 508 | 6,721 | 1,739 | 22,987 |
| Industrial | 6.23 | 10,416 | 64,893 | 4,305 | 26,817 | 14,721 | 91,710 |
| Subtotal | | 13,161 | 104,137 | 5,439 | 43,032 | 18,600 | 147,169 |
| Total | | | 213,829 | | 54,871 | | 268,700 |
| Share of Unincorporated Trips | | | 79.6% | | 20.4% | | 100% |

Sources: Tables 2.1 and 3.1.

# Bicycle Infrastructure Level of Service

## Existing Level of Service

**Table 3.3** quantifies the current level of service (LOS) of bicycle lanes per 1,000 trips in the unincorporated areas of the County. The existing miles of bicycle lanes, by type, are compared to the existing unincorporated trip demand identified in Table 3.2 to determine the current LOS by type of bike lane.

### Table 3.3: Existing Bicycle Infrastructure and Level of Service

| Facility Type | Existing Mileage | Existing Unincorporated Trip Generation | LOS Standard (Miles per 1,000 Trips) |
|---|---|---|---|
| Vine Trail (Class I) | 3.8 | | |
| Shared-Use Path (Class I) | 7.7 | | |
| Total Class I | 11.5 | 213,829 | 0.054 |
| Bike Lane (Class II) | 54.3 | 213,829 | 0.254 |
| Bike Route (Class III) | 1.7 | 213,829 | 0.008 |
| Total | 67.5 | | 0.316 |

Source: Napa Countyw ide Bicycle Plan (2019) Table UNC.2; Table 3.2, Willdan Financial Services.

## Future Level of Service

The future LOS of bicycle infrastructure in the unincorporated areas of the County at the planning horizon is displayed in **Table 3.4.** Future planned mileage of bicycle lanes is added to the existing mileage from Table 3.3 to determine the total mileage in 2050. The total mileage in 2050 is then compared to projected trip demand at the point in time to determine the future LOS standard that will be achieved at the planning horizon. In this case, the future LOS is equal to or less than the existing LOS. This means that new development can fully fund the identified bicycle lanes through an impact fee, since the identified lanes do not fund a higher LOS than is currently provided.

### Table 3.4: Future Bicycle Infrastructure and Level of Service

| Facility Type | Planned Mileage | Total Mileage | Total Trips 2050 | LOS Standard (Miles per 1,000 Trips) |
|---|---|---|---|---|
| Vine Trail (Class I) | 3.1 | 6.9 | | |
| Shared-Use Path (Class I) | - | 7.7 | | |
| Total Class I | 3.1 | 14.6 | 268,700 | 0.054 |
| Bike Lane (Class II) | 3.3 | 57.6 | 268,700 | 0.214 |
| Bike Route (Class III) | - | 1.7 | 268,700 | 0.006 |
| Total | 6.4 | 73.9 | | 0.274 |

Source: Napa County; Tables 3.2 and 3.3, Willdan Financial Services.

# Planned Infrastructure and Cost Allocation to New Development

**Table 3.5** displays the project list and associated cost estimates needed to serve the County through 2050. Project costs for bicycle lanes were provided by County staff. Project costs for the roundabout projects are based on a cost estimate for a Caltrans roundabout in American Canyon from 2021, adjusted from inflation into 2025 dollars.

The roundabout projects needed to serve the unincorporated areas of the County were identified in the County's Local Roadway Safety Plan (LRSP) from 2022. The projects were identified to mitigate safety issues at intersections that have above average safety incidents. Increased trip demand from new development will increase the safety issues, if the issues are not mitigated. Consequently, new development can fund its proportional share of the improvements, but not the entirety of the costs. The proportional share is equal to new development's share of total trips at the planning horizon identified in Table 2.2**.**

The bicycle lane projects are also allocated to new development based on new development's proportional share of trip demand at the planning horizon. While the LOS analysis in Tables 3.3 and 3.4 demonstrates that new development can fully fund the bicycle lane projects because the level of service represented by the projects is equal or less than the existing level of service provided in the unincorporated County areas, the County has chosen to allocate only a share of the costs to new development through this impact fee to be conservative.

In total, $12.5 million of transportation project costs are allocated to new development through this impact fee.

## Table 3.5: Transportation Infrastructure Project Costs

| Project | Total Cost | Less Identified Funding | Net Cost of Planned Facilities | Allocation to New Development | Cost Allocated to New Development |
|---|---|---|---|---|---|
| *Roundabouts* | | | | | |
| Silverado Trail / Oak Knoll Avenue | $ 8,539,000 | $ - | $ 8,539,000 | 20.4% | $ 1,741,956 |
| Silverado Trail / Zinfandel Lane | 8,539,000 | - | 8,539,000 | 20.4% | 1,741,956 |
| Deer Park Road / Sanitarium Road | 8,539,000 | - | 8,539,000 | 20.4% | 1,741,956 |
| Chiles Pope Valley Road / Howell Mountain Road | 8,539,000 | - | 8,539,000 | 20.4% | 1,741,956 |
| Silverado Trail @ Yountville Cross | 8,539,000 | - | 8,539,000 | 20.4% | 1,741,956 |
| Silverado Trail @ Deer Park | 8,539,000 | - | 8,539,000 | 20.4% | 1,741,956 |
| Total | $ 51,234,000 | $ - | $ 51,234,000 | | $ 10,451,736 |
| *Bike/Pedestrain Improvements* | | | | | |
| Design Carneros Section of Vine Trail | $ 1,850,000 | $ 850,000 | $ 1,000,000 | 20.4% | $ 204,000 |
| Construct the Carneros Section of Vine Trail | 5,905,648 | - | 5,905,648 | 20.4% | 1,204,752 |
| Class 2 bike lanes on Oak Knoll (SR 29 to Silverado Trail) | 2,000,000 | - | 2,000,000 | 20.4% | 408,000 |
| Class 2 bike lanes Tubbs Lane (SR 128 to SR 29) | 1,300,000 | - | 1,300,000 | 20.4% | 265,200 |
| Total | $ 11,055,648 | $ 850,000 | $ 10,205,648 | | $ 2,081,952 |
| Total | $ 62,289,648 | $ 850,000 | $ 61,439,648 | | $ 12,533,688 |

Source: Napa County; ENR Construction Cost Index; Caltrans; Willdan Financial Services.

# Cost per Trip

Every impact fee consists of the cost of projects that can be funded by a fee, divided by a measure of demand. In this case, all fees are first calculated as a cost per trip demand unit. Then these amounts are translated into fees per residential and nonresidential building space (fee per 1,000 building square feet) by multiplying the cost per trip by the trip demand factor for each land use category. These amounts become the fee schedule.

**Table 3.6** calculates the cost per trip demand unit by dividing the total project costs allocated to new development from Table 3.5, by the total growth in trips estimated in Table 3.2.

### Table 3.6: Cost per Trip to Accommodate Growth

| | |
|---|---|
| Costs Allocated to New Development | $ 12,533,688 |
| Growth in Trip Demand (2024 to 2050) | 54,871 |
| Cost per Trip | $ 228 |

Sources: Tables 3.2 and 3.5.

# Maximum Justified Impact Fee Schedule

**Table 3.7** presents the maximum justified transportation impact fee schedule. The cost per trip is multiplied by the trip demand factor for each land use to determine the fee per dwelling unit or per 1,000 square feet of nonresidential building space.

### Table 3.7: Maximum Justified Impact Fee Schedule

| Land Use | A<br>Cost Per Trip | B<br>Trip Demand Factor | C = A x B<br>Base Fee[1] | D = C x 0.02<br>Admin Charge[1, 2] | E = C + D<br>Total Fee[1] | E / Average<br>Fee per Sq. Ft. |
|---|---|---|---|---|---|---|
| *Residential Dwelling Unit*[3, 4] | $ 228 | 10.08 | $ 2,298 | $ 23 | $ 2,321 | $ 1.47 |
| *Nonresidential - per 1,000 Sq. Ft.* | | | | | | |
| Commercial | $ 228 | 15.17 | $ 3,459 | $ 35 | $ 3,494 | $ 3.49 |
| Office | 228 | 13.22 | 3,014 | 30 | 3,044 | 3.04 |
| Industrial | 228 | 6.23 | 1,420 | 14 | 1,434 | 1.43 |
| Wineries - Production Use | 228 | 4.34 | 990 | 10 | 1,000 | 1.00 |
| Wineries - Accessory/Service Use | 228 | 10.33 | 2,355 | 24 | 2,379 | 2.38 |

[1] Fee per average sized dwelling unit or per 1,000 square feet of nonresidential.
[2] Administrative charge of 2.0 percent for (1) legal, accounting, and other administrative support and (2) impact fee program administrative costs including revenue collection, revenue and cost accounting, mandated public reporting, and fee justification analyses.
[3] Assumes an average of 1,583 square feet per dwelling unit in the State of California per the 2023 American Housing Survey.
[4] Average trip demand factor per residential dwelling unit weighted by projected single family and multifamily development.

Sources: Tables 3.1 and 3.6.

# 4. AB 602 Requirements

On January 1, 2022, new requirements went into effect for California jurisdictions implementing impact fees. Among other changes, AB 602 added Section 66016.5 to, the Government Code, which set guidelines for impact fee nexus studies. Four key requirements from that section which concern the nexus study are reproduced here:

66016.5. (a) (2) When applicable, the nexus study shall identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is appropriate.

66016.5. (a) (4) If a nexus study supports the increase of an existing fee, the local agency shall review the assumptions of the nexus study supporting the original fee and evaluate the amount of fees collected under the original fee.

66016.5. (a) (5) A nexus study adopted after July 1, 2022, shall calculate a fee imposed on a housing development project proportionately to the square footage of proposed units of the development. A local agency that imposes a fee proportionately to the square footage of the proposed units of the development shall be deemed to have used a valid method to establish a reasonable relationship between the fee charged and the burden posed by the development.

66016.5. (a) (6) Large jurisdictions shall adopt a capital improvement plan as a part of the nexus study.

## Compliance with AB 602

The following sections describe this study's compliance with the new requirements of AB 602.

### 66016.5. (a) (2) - Level of Service

Fees calculated in this report are intended to provide a funding source from new development to fund new development's fair share of the transportation improvements identified in Table 3.5. New development is not being asked to fund a higher level of service than currently exists. This is demonstrated by the LOS analysis in Table 3.3 and Table 3.4 for bicycle lanes. For intersection roundabout improvements, new development is being asked to fund its proportional share of intersections needing safety mitigation as identified in the LRSP.

### 66016.5. (a) (4) – Review of Original Fee Assumptions

This study is establishing a new impact fee to fund transportation facilities. Consequently, there are no original fee assumptions to review.

### 66016.5. (a) (5) – Residential Fees per Square Foot

Impact fees for residential land uses are calculated per square foot and comply with AB 602.

### 66016.5. (a) (6) – Capital Improvement Plan

The Capital Improvement Plan for this nexus study is comprised of the identified planned infrastructure listed in Table 3.5. Adoption of this nexus study would approve the planned infrastructure identified herein as the Capital Improvement Plan for this nexus study.

# 5. Implementation

## Impact Fee Program Adoption Process

Impact fee program adoption procedures are found in the *California Government Code* section 66016. Adoption of an impact fee program requires the Board of Supervisors to follow certain procedures including holding a public meeting. Data, such as an impact fee report, must be adopted prior to adopting the fee program. The study must be made available at least 30 days prior to the public hearing. The County's legal counsel should be consulted for any other procedural requirements as well as advice regarding adoption of an enabling ordinance and/or a resolution. After adoption there is a mandatory 60-day waiting period before the fees go into effect.

## Inflation Adjustment

The County should keep its impact fee program up to date by periodically adjusting the fees for inflation. Such adjustments should be completed regularly to ensure that new development will fully fund its share of the infrastructure needed. We recommend that the fees be adjusted for inflation annually.

There are no inflation indices that are specific to Napa County. We recommend that the California Construction Cost Index be used for adjusting fees for inflation.

While fee updates using inflation indices are appropriate for annual updates to ensure that fee revenues keep up with increases in the costs of infrastructure, the County will also need to conduct more extensive updates of the fee documentation and calculation when significant new data on growth forecasts and/or facility plans become available. Note that decreases in index value will result in decreases to fee amounts.

## Reporting Requirements

The County should comply with the annual and five-year reporting requirements of the *Mitigation Fee Act* found in Government Code Sections 66001 and 66006. For infrastructure to be funded by a combination of public fees and other revenues, identification of the source and amount of these non-fee revenues is essential. Identification of the timing of receipt of other revenues to fund the infrastructure is also important.

## Programming Revenues and Projects with the CIP

The County can use a Capital Improvements Program (CIP) to plan for future infrastructure needs. A CIP identifies costs and phasing for specific capital projects. The use of the CIP in this manner documents a reasonable relationship between new development and the use of those revenues.

The County may decide to alter the scope of the planned projects or to substitute new projects if those new projects continue to represent an expansion of the County's infrastructure needed to mitigate demand from new development. If the total cost of infrastructure varies from the total cost used as a basis for the fees, the County should consider revising the fees accordingly.

# 6. Mitigation Fee Act Findings

Transportation infrastructure impact fees are one-time fees typically paid when a building permit is issued and imposed on development projects, including new development, and projects intensifying existing land uses, by local agencies responsible for regulating land use (cities and counties). To guide the widespread imposition of development impact fees the State Legislature adopted the *Mitigation Fee Act* (the *Act*) with Assembly Bill 1600 in 1987 and subsequent amendments. The *Act,* contained in *California Government Code* Sections 66000 through 66025*,* establishes requirements on local agencies for the imposition and administration of fee programs. The *Act* requires local agencies to document five findings when adopting a fee.

The five statutory findings required for adoption of the maximum justified transportation impact fees documented in this report are presented in this chapter and supported in detail by the report that follows. All statutory references are to the *Act.*

## Purpose of Fee

- *Identify the purpose of the fee (§66001(a)(1) of the Act).*

Development impact fees are designed to ensure that new development will not burden the existing service population with the cost of infrastructure required to accommodate growth. The purpose of the fees documented in this report is to support this goal by providing a funding source from new development for to fund its fair share of transportation infrastructure as new development adds demand for transportation infrastructure to the County's unincorporated roadways.

## Use of Fee Revenues

- *Identify the use to which the fees will be put. If the use is financing facilities, the facilities shall be identified. That identification may, but need not, be made by reference to a capital improvement plan as specified in §65403 or §66002, may be made in applicable general or specific plan requirements, or may be made in other public documents that identify the facilities for which the fees are charged (§66001(a)(2) of the Act).*

Fees proposed in this report, if enacted by the County, would be used to fund expanded transportation infrastructure to serve new development. Infrastructure funded by these fees are designated to be located within the unincorporated areas of the County.

## Benefit Relationship

- *Determine the reasonable relationship between the fees' use and the type of development project on which the fees are imposed (§66001(a)(3) of the Act).*

We expect that the County will restrict fee revenue to the acquisition of land, construction of infrastructure, and purchase of related equipment, and services used to serve new development. Infrastructure funded by the fees are expected to provide a network of infrastructure accessible to the additional residents and workers associated with new development in the unincorporated areas of the County. Under *the Act*, fees are not intended to fund planned infrastructure needed to correct existing deficiencies. Thus, a reasonable relationship can be shown between the use of fee revenue and the new development residential and non-residential use classifications that will pay the fees.

# Burden Relationship

- *Determine the reasonable relationship between the need for the public facilities and the types of development on which the fees are imposed (§66001(a)(4) of the Act).*

Infrastructure needs are based on a facility standard that represents the demand generated by new development for that infrastructure. For the transportation impact fee, demand is measured by a single facility standard that can be applied across land use types to ensure a reasonable relationship to the type of development. In this case, the fees are calculated to ensure that new development funds a consistent cost per trip of new infrastructure needed to serve each additional trip using the County's unincorporated roadways.

# Proportionality

- *Determine how there is a reasonable relationship between the fees amount and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (§66001(b) of the Act).*

The reasonable relationship between each impact fee for a specific new development project and the cost of the infrastructure attributable to that project is based on the estimated new development growth the project will accommodate. Fees for a specific project are based on the project's size and the corresponding increase in the number of vehicle trips. Larger new development projects result in higher trip generation resulting in higher fee revenue than smaller projects in the same land use classification. Thus, the fees ensure a reasonable relationship between a specific new development project and the cost of the facilities attributable to that project.

See the *Trip Demand* section in Chapter 3 for a description of how trip demand factors are determined for different types of land uses. See the *Maximum Justified Fee Schedule* section the same chapter for a presentation of the fees.

# Appendix

## Appendix Table A.1: Winery Trip Generation Analysis

| Building Use | Square Feet | Employment (per 1,000 Sq. Ft.) | Trips per Employee | Employee Trips per 1,000 Sq. Ft | Visitor Trips per 1,000 Sq. Ft.[1] | Total Trips per Prototype |
|---|---|---|---|---|---|---|
| *Calculation* | | *A* | *B* | *C = A x B* | *D* | *E = C + D* |
| Accessory | 1,000 | 2.86 | 3.05 | 8.72 | 8.50 | 17.22 |
| Production | 1,000 | 1.11 | 3.05 | 3.39 | - | 3.39 |

[1] Average daily visitor and event trips weighted by weekday and weekend trips and harvest and non-harvest seasons based on an analysis of current planning applications.

Sources: Napa County; Willdan Financial Services.

# NAPA COUNTY

# AFFORDABLE HOUSING AND COMMERCIAL LINKAGE IMPACT FEE STUDY

## FINAL

## APRIL 23, 2025


*Oakland Office*
66 Franklin Street
Suite 300
Oakland, CA 94607
Tel: (510) 832-0899

*Corporate Office*
27368 Via Industria
Suite 200
Temecula, CA 92590
Tel: (800) 755-6864
Fax: (888) 326-6864

www.willdan.com

*Other Regional Offices*
Aurora, CO
Orlando, FL
Phoenix, AZ
Plano, TX
Seattle, WA
Washington, DC

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# Executive Summary

This report documents an analysis of affordable housing impact fees needed to fund new development's share of affordable housing induced by the household spending associated with new market rate development. It also documents a commercial linkage fee analysis which quantifies the connection between the development of nonresidential development projects and the demand for affordable housing units through an analysis of the housing needed for new employees and the ability of those employees to afford housing in Napa County.

## Background and Study Objectives

To adopt a development impact fee, a local jurisdiction must demonstrate the reasonable relationship (or "nexus") between the development projects paying the fee and the fee that is charged. This nexus study quantifies the connection between the development of market rate housing and nonresidential buildings and the demand for (and pricing of) affordable housing units.

The residential nexus study examines the household income and spending generated by the new market rate households renting or buying new units in Napa County. Using the IMPLAN economic model, the household spending associated with new development is translated into new induced job growth. These induced jobs will be at various wage rates, though many induced jobs will earn lower wages. Low-wage households cannot reasonably afford to pay for market rate housing in Napa County, a housing impact fee can be justified to bridge the difference between what these new households can afford to pay and the cost to provide housing units to accommodate lower income households associated with this induced job growth.

The commercial linkage fee analysis examines the relationship between jobs created by new commercial development in the County and demand for new housing the County created by those new worker households. As with the residential fee, the analysis measures the extent to which these new worker households need assistance, or a subsidy, to afford housing in the County. Like the affordable housing impact fee, the commercial linkage fee would generate fee revenue to bridge the difference between what these new worker households can afford to pay and the cost to provide housing units to accommodate lower income households associated with the prototype development projects.

## Nexus Study Conclusions

The analysis and data compiled in this report demonstrate the following:

1. Extremely Low-, Very Low-, and Low-Income households in Napa County, as defined by the 2024 HUD income limits, cannot afford market rate housing in the County. Affordable housing is defined as housing that costs 30 percent or less of gross monthly household income.
2. The costs to develop new, modest, rental housing are significant in Napa County and exceed the development costs that can be supported by the ongoing affordable rents.
3. Household spending by new market rate rental and for sale households will induce the creation of Extremely Low-, Very Low-, and Low-Income job-holding households that cannot afford housing at the market rate. This requires households to commute long distances from more affordable areas which puts a strain on workforce satisfaction, air quality, infrastructure, traffic and transit, and the health and safety of the County's residents and workforce.

4. Residents who can afford to purchase or rent new housing within the County spend a portion of their disposable income in the County. This increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development and increases demand for County services.
5. Napa County is projected to generate approximately 25,000 net new jobs by 2050. Some of those jobs will be Low-Income, and Very Low-Income Jobs that cannot afford housing at the market rate.

Consequently, the analysis in this report identifies the maximum justified affordable housing impact fee that can bridge the gap between the cost of developing affordable housing and what Extremely Low-, Very Low-, and Low-Income households can afford to pay. This report also identifies the maximum justified commercial linkage fee, which bridges the difference between what these new Very Low-, and Low-Income worker households living and working in Napa County can afford to pay and the cost to provide affordable housing units.

# Affordable Housing Impact Fee Schedule

The maximum justified affordable housing impact fee schedule is summarized in **Table E.1**. The fees shown here are the maximum supportable under state law. The County can adopt any amount up to the amounts shown here. **Appendix Table A.6** contains a comparison of the County's current and maximum justified residential affordable housing fees to those charged by selected cities throughout the Bay Area.

**Table E.1: Maximum Justified Affordable Housing Impact Fee Schedule**

| | | Fee per Square Foot |
|---|---|---|
| Maximum Impact Fee per Square Foot- New Rental Unit | $ | 152 |
| Maximum Impact Fee per Square Foot - New For Sale Unit | | 86 |

Source: Table 1.11

# Commercial Linkage Fee Schedule

The maximum justified commercial linkage fee schedule is summarized in **Table E.2**. The fees shown here are the maximum supportable under state law. The County can adopt any amount up to the amounts shown here. **Appendix Table A.7** contains a comparison of the County's current and maximum justified commercial linkage fees to those charged by selected cities throughout the Bay Area.

## Table E.2: Maximum Justified Commercial Linkage Impact Fee Schedule

| | Fee per Square Foot |
|---|---|
| Commercial Retail/ Restaurant | $ 584 |
| Office | 367 |
| Industrial/ Manufacturing | 154 |
| Hotel | 405 |
| Warehousing/ Storage | 50 |

Source: Table 2.9.

# 1. Affordable Housing Fee Nexus Analysis

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees that support growth within Napa County. It documents a reasonable relationship between new development and a fee to fund affordable housing.

## Nexus Approach

New residential development generates population growth. Residents who can afford to purchase or rent this new housing then spend their disposable income in the County. Consequently, this increased spending results in the need to hire new workers to accommodate the increased demand for goods and services associated with new development. This analysis establishes the connection between the increase in household spending associated with new development and the number of new workers that will be hired by local businesses to meet that demand.

Employment growth provides occupations at various wage and salary levels. Low wage workers cannot afford market rate housing within Napa County, so an affordable housing impact fee can be calculated to bridge the gap between what low wage workers can afford to pay for and the cost of providing that housing.

The analysis presented here defines the upper limit for a housing impact fee to be charged on new rental and for-sale housing to mitigate impacts on affordable housing needs. The maximum fee is not necessarily the recommended fee.

## Housing Affordability in Napa County

This section of the chapter evaluates housing affordability in Napa County, using Department of Housing and Community Development State Income Limits and current market rate rent data.

**Table 1.1** displays the Napa County Income limits, as identified by HUD.

**Table 1.1: 2024 Napa County Income Limits**

| Persons per HH: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| Extremely Low | 30,850 | 35,250 | 39,650 | 44,050 | 47,600 | 51,100 | 54,650 | 58,150 |
| Very Low Income | 51,400 | 58,700 | 66,100 | 73,400 | 79,300 | 85,150 | 91,050 | 96,900 |
| Low Income | 82,150 | 93,900 | 105,650 | 117,350 | 126,750 | 136,150 | 145,550 | 154,900 |
| Median Income | 90,700 | 103,700 | 116,650 | **129,600** | 139,950 | 150,350 | 160,700 | 171,050 |
| Moderate Income | 108,850 | 124,400 | 139,950 | 155,500 | 167,950 | 180,400 | 192,800 | 205,250 |

Source: Department of Housing and Community Development, State Income Limits 2024.

### Market Rate Rents

Willdan gathered data regarding existing market rate rents in Napa County. The data was sourced from a variety of online data sources, including: CoStar.com; craigslist.com; crownpm.com; wymanpm.com and firstandmainpm.com. This data informs the assumption of the household income necessary to rent a housing unit in Napa County at the market rate. The

results of the market rate rent analysis for the fourth quarter of 2024 are summarized in **Table 1.2.**

**Table 1.2 Market Rate Rent, Q4 2024**

| Unit Type | Average Monthly Rent |
|---|---|
| Studio | $ 1,668 |
| 1-Bedroom | 2,104 |
| 2-Bedroom | 3,334 |
| 3-Bedroom | 4,090 |

Sources: CoStar.com; craigslist.com; crow npm.com; w ymanpm.com firstandmainpm.com; Willdan Financial Services.

## Market Rate Housing Affordability

To evaluate housing affordability in Napa County, the analysis compares the household income at the midpoint of each income category from Table 1.1 to the market rents by number of bedrooms from Table 1.2. This analysis uses household incomes at the mid-point of each income range when calculating affordable rents as a conservative measure to avoid overstating the affordability of rental housing. In addition to rents, the analysis also includes an estimate of utility costs based on the Napa Housing Authority of the City of Napa utility allowances. The maximum affordable monthly rent including utilities for each income category is calculated as 30 percent of gross monthly household income. If the difference between the maximum affordable rent and the total monthly housing costs is negative, then housing for that income category and housing product is considered unaffordable.

## Table 1.3: Affordability of Market Rate Rental Housing in Napa County

| Household (Unit) Size: | 1 Person (Studio) | 2 Person (1 Bedroom) | 3 Person (2 Bedrooms) | 4 Person (3 Bedrooms) |
|---|---|---|---|---|
| Average Market-Rate Rent[1] | $ 1,668 | $ 2,104 | $ 3,334 | $ 4,090 |
| Utility Costs[2] | 198 | 218 | 276 | 353 |
| Total Monthly Housing Costs | $ 1,866 | $ 2,322 | $ 3,610 | $ 4,443 |
| *Extremely Low Income (up to 30% AMI)* | | | | |
| Household Income at Midpoint of Income Range[3] | $ 15,425 | $ 17,625 | $ 19,825 | $ 22,025 |
| Maximum Affordable Monthly Rent[4] | 188 | 223 | 220 | 198 |
| Amount Above (Below) Market Rate Rent | (1,480) | (1,881) | (3,114) | (3,892) |
| *Very Low Income (31-50% AMI)* | | | | |
| Household Income at Midpoint of Income Range[3] | $ 41,125 | $ 46,975 | $ 52,875 | $ 58,725 |
| Maximum Affordable Monthly Rent[4] | 830 | 956 | 1,046 | 1,115 |
| Amount Above (Below) Market Rate Rent | (838) | (1,148) | (2,288) | (2,975) |
| *Low Income (51-80% AMI)* | | | | |
| Household Income at Midpoint of Income Range[3] | $ 66,775 | $ 76,300 | $ 85,875 | $ 95,375 |
| Maximum Affordable Monthly Rent[4] | 1,471 | 1,690 | 1,871 | 2,031 |
| Amount Above (Below) Market Rate Rent | (197) | (414) | (1,463) | (2,059) |
| *Moderate Income (81-120% AMI)* | | | | |
| Household Income at Midpoint of Income Range[3] | $ 95,500 | $ 109,150 | $ 122,800 | $ 136,425 |
| Maximum Affordable Monthly Rent[4] | 2,190 | 2,511 | 2,794 | 3,058 |
| Amount Above (Below) Market Rate Rent | 522 | 408 | (540) | (1,032) |

[1] See Table 2.2

[2] Utility costs per City of Napa Utility Allowance. Assumes electric heating, cooking costs.

[3] Household income limits published by the California Department of Housing and Community Development for Napa County, 2024. Shows midpoint of income range. See Table 2.1

[4] Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: California Department of Housing and Community Development, 2024; Willdan Financial Services.

**Table 1.4** identifies the income required to afford market rate rents in the County, by household size. The income required to afford market rate rents assumes that 30 percent of gross income spent on housing and utility costs is considered affordable. The annual affordable housing costs are then compared to the area median income (area median income) to estimate amount of gross income above AMI that is needed to afford each product type, by household size.

## Table 1.4: Income Required to Afford Market-Rate Rents in Napa County

| Household (Unit) Size: | 1 Person (Studio) | 2 Person (1 Bedroom) | 3 Person (2 Bedrooms) | 4 Person (3 Bedrooms) |
|---|---|---|---|---|
| Total Monthly Housing Costs | $ 1,866 | $ 2,322 | $ 3,610 | $ 4,443 |
| Annual Housing Costs | $ 22,392 | $ 27,858 | $ 43,314 | $ 53,316 |
| Household Income Required[1] | 74,640 | 92,860 | 144,380 | 177,720 |
| Area Median Income (AMI) | 90,700 | 103,700 | 116,650 | 129,600 |
| Income Required as Percent of AMI | 82% | 90% | 124% | 137% |

[1] Assumes 30-percent of gross income spent on housing and utilities costs.

Sources: Tables 1.1 and 1.3.

# Market Rate Prototypes and Gross Income

This analysis identified two market rate residential prototypes based on a review of the housing market in Napa County.

## Market Rate Rental Prototype

The data collected to identify the current effective rent in Napa County was also used to identify typical rental product characteristics. The typical rental unit in the County was a two-bedroom, one-bathroom unit sized at 865 square feet. Using the current rent data, and the housing cost as percent of gross income assumptions discussed above, the amount of gross income needed to afford rent in Napa County is calculated in **Table 1.5**. It requires an annual gross household income of $133,340 to afford to rent a market rate rental unit in Napa County.

**Table 1.5: Rental Residential Prototype**

| | | |
|---|---|---|
| Bedrooms | | 2 |
| Bathrooms | | 1 |
| Square feet | | 865 |
| Rent per Square Foot | $ | 3.85 |
| Monthly Rent | $ | 3,334 |
| Annual Rent | | 40,002 |
| Housing Cost as Percent of Income[1] | | 30% |
| Gross Household Income | $ | 133,340 |

[1] Renter housing burden is estimated at 30-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: CoStar; Willdan Financial Services.

## Market Rate For Sale Prototype

Recent housing sales data was collected from mlslistings.com from November 2024 to February 2025. This data informed the typical for sale product prototype displayed below in **Table 1.6.** The data indicated that the typical for sale product in Napa County was a three-bedroom, two-bathroom single family home. The assumption for average sales price and square footage shown in Table 1.6 are the average for sold homes with these characteristics and exclude larger and smaller homes. The gross household income necessary to afford to purchase the prototype is then calculated using current interest rates and estimated housing ownership costs. An annual gross household income of over $223,000 is required to purchase the typical home in Napa County.

**Table 1.6: For Sale Residential Prototype**

| | | Single Family Detached |
|---|---|---|
| *Prototype Assumptions*[1] | | |
| Bedrooms | | 3 |
| Bathrooms | | 2 |
| Square feet | | 1,545 |
| Sales Price per Square Foot | $ | 618 |
| Sales Price | $ | 954,101 |
| Down Payment (20%) | $ | 190,820 |
| Loan Amount | $ | 763,281 |
| Interest Rate[2] | | 6.87% |
| Monthly Mortgage Payment | $ | 5,012 |
| Annual Property Tax[3] | | 15,170 |
| Homeowners Insurance | | 2,800 |
| Annual Housing Costs | $ | 78,110 |
| Housing Cost as Percent of Income[4] | | 35% |
| Gross Household Income | $ | 223,172 |

[1] Based on an analysis of recent sales in Napa County, as reported by mlslistings.com from November 2024 to February 2025.
[2] Average 30-year fixed interest rate as of February 19, 2025 per http://www.freddiemac.com/pmms/pmms_archives.html
[3] County of Napa California Annual Comprehensive Financial Report, For The Fiscal Year Ended June 30, 2023, p. 181.
[4] Homeowner housing burden is estimated at 35-percent of gross household income, based on California Health & Safety Code Sections 50052.5 and 50053.

Sources: mlslistings.com; Freddie Mac; Napa County; Willdan Financial Services.

# Aggregate Income

**Table 1.7** identifies the aggregate household income of 100 single family owner households and 100 single family renter households who can afford housing at the market rate. This aggregate income is used as the driver of induced economic effects using the IMPLAN model.

**Table 1.7: Estimated Incomes by Income Categories of Prototype Buyers and Renters**

| | Single Family Detached (Buyer) | Multifamily (Renter) |
|---|---|---|
| Income Category | $200,000 + | $100,000 to $150,000 |
| Gross Household Income | $ 223,172 | $ 133,340 |
| New Households | 100 | 100 |
| Aggregate Household Income | $ 22,317,185 | $ 13,334,000 |

Sources: Tables 1.5 and 1.6.

# Induced Employment Impacts

The aggregate household income identified above is used to estimate the number of new jobs that new households will support with their household expenditures using the IMPLAN model. IMPLAN is an input-output based economic impact model used for a variety of different analyses. In this case IMPLAN models the economy for a region.

For this analysis, IMPLAN used data specific to Napa County to estimate the multipliers effects from new households. Essentially, IMPLAN used the increase in household spending associated with the new prototype households to identify the jobs (or fraction of jobs) that are supported by that spending.

The output of the IMPLAN model was then cross referenced with the assumed compensation associated with each occupation to estimate the aggregate number of jobs induced within each income category. The resulting net new jobs by income category are divided by the assumption of jobs per household to determine the number of net new worker households in Napa County induced by the household spending from market rate housing development. In Napa County there are approximately 1.31 jobs per household, as calculated from the latest 2023 American Community Survey data.

**Table 1.8** shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate multifamily rental households.

**Table 1.9** shows the results of the IMPLAN analysis in terms of the induced employment and household generation supported by household spending from the gross income of 100 market rate single family for sale households.

## Table 1.8: Employment and Household Generation from a New 100-Unit Multifamily Rental Development by Income Level

| SOC Code | Major Goup | Extremely Low | Very Low Income | Low Income | Moderate Income | Above Moderate | Total Employment |
|---|---|---|---|---|---|---|---|
| 11 | Management Occupations | - | - | - | - | 1.76 | 1.76 |
| 13 | Business and Financial Operations Occupations | - | - | - | 1.27 | - | 1.27 |
| 15 | Computer and Mathematical Occupations | - | - | - | 0.30 | 0.03 | 0.33 |
| 17 | Architecture and Engineering Occupations | - | - | 0.02 | 0.04 | - | 0.06 |
| 19 | Life, Physical, and Social Science Occupations | - | - | 0.02 | 0.05 | 0.03 | 0.10 |
| 21 | Community and Social Service Occupations | - | - | 0.86 | - | - | 0.86 |
| 23 | Legal Occupations | - | - | 0.05 | - | 0.07 | 0.12 |
| 25 | Educational Instruction and Library Occupations | - | 0.43 | 0.47 | - | - | 0.90 |
| 27 | Arts, Design, Entertainment, Sports, and Media Occupations | - | - | 0.34 | - | - | 0.34 |
| 29 | Healthcare Practitioners and Technical Occupations | - | - | 0.92 | - | 1.88 | 2.80 |
| 31 | Healthcare Support Occupations | - | 3.12 | 0.07 | - | - | 3.19 |
| 33 | Protective Service Occupations | - | 0.34 | 0.02 | - | - | 0.36 |
| 35 | Food Preparation and Serving Related Occupations | 4.06 | 1.61 | 0.65 | - | - | 6.32 |
| 37 | Building and Grounds Cleaning and Maintenance Occupations | - | 0.92 | 0.05 | - | - | 0.97 |
| 39 | Personal Care and Service Occupations | 1.23 | 0.05 | 0.09 | - | - | 1.37 |
| 41 | Sales and Related Occupations | 2.95 | - | 0.51 | 0.34 | - | 3.80 |
| 43 | Office and Administrative Support Occupations | - | 2.18 | 1.00 | - | - | 3.18 |
| 45 | Farming, Fishing, and Forestry Occupations | - | 0.06 | - | - | - | 0.06 |
| 47 | Construction and Extraction Occupations | - | - | 0.26 | - | - | 0.26 |
| 49 | Installation, Maintenance, and Repair Occupations | - | - | 0.87 | 0.09 | - | 0.96 |
| 51 | Production Occupations | - | 0.44 | 0.04 | 0.02 | - | 0.50 |
| 53 | Transportation and Material Moving Occupations | - | 1.83 | 0.11 | - | 0.01 | 1.95 |
| | Total Jobs | 8.24 | 10.98 | 6.35 | 2.11 | 3.78 | 31.46 |
| | Total Households[1] | 6.28 | 8.37 | 4.84 | 1.61 | 2.88 | 23.98 |

[1] Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2023; Willdan Financial Services.

## Table 1.9: Employment and Household Generation from a New 100-Unit Single Family For Sale Development by Income Level

| SOC Code | Major Goup | Extremely Low | Very Low Income | Low Income | Moderate Income | Above Moderate | Total Employment |
|---|---|---|---|---|---|---|---|
| 11 | Management Occupations | - | - | - | - | 1.85 | 1.85 |
| 13 | Business and Financial Operations Occupations | - | - | - | 1.40 | - | 1.40 |
| 15 | Computer and Mathematical Occupations | - | - | - | 0.31 | 0.03 | 0.34 |
| 17 | Architecture and Engineering Occupations | - | - | 0.02 | 0.05 | - | 0.07 |
| 19 | Life, Physical, and Social Science Occupations | - | - | 0.02 | 0.05 | 0.04 | 0.11 |
| 21 | Community and Social Service Occupations | - | - | 1.04 | - | - | 1.04 |
| 23 | Legal Occupations | - | - | 0.05 | - | 0.07 | 0.12 |
| 25 | Educational Instruction and Library Occupations | - | 0.67 | 0.75 | - | - | 1.42 |
| 27 | Arts, Design, Entertainment, Sports, and Media Occupations | - | - | 0.42 | - | - | 0.42 |
| 29 | Healthcare Practitioners and Technical Occupations | - | - | 0.78 | - | 1.65 | 2.43 |
| 31 | Healthcare Support Occupations | - | 3.13 | 0.06 | - | - | 3.19 |
| 33 | Protective Service Occupations | - | 0.34 | 0.02 | - | - | 0.36 |
| 35 | Food Preparation and Serving Related Occupations | 3.86 | 1.55 | 0.60 | - | - | 6.01 |
| 37 | Building and Grounds Cleaning and Maintenance Occupations | - | 1.17 | 0.05 | - | - | 1.22 |
| 39 | Personal Care and Service Occupations | 1.47 | 0.06 | 0.08 | - | - | 1.61 |
| 41 | Sales and Related Occupations | 2.68 | - | 0.47 | 0.35 | - | 3.50 |
| 43 | Office and Administrative Support Occupations | - | 2.23 | 0.97 | - | - | 3.20 |
| 45 | Farming, Fishing, and Forestry Occupations | - | 0.05 | - | - | - | 0.05 |
| 47 | Construction and Extraction Occupations | - | 0.01 | 0.27 | - | - | 0.28 |
| 49 | Installation, Maintenance, and Repair Occupations | - | - | 0.81 | 0.08 | - | 0.89 |
| 51 | Production Occupations | - | 0.41 | 0.04 | 0.01 | - | 0.46 |
| 53 | Transportation and Material Moving Occupations | - | 1.71 | 0.10 | - | 0.01 | 1.82 |
| | Total Jobs | 8.01 | 11.33 | 6.55 | 2.25 | 3.65 | 31.79 |
| | Total Households[1] | 6.11 | 8.64 | 4.99 | 1.72 | 2.78 | 24.23 |

[1] Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: IMPLAN, US Census, American Community Survey, 2023; Willdan Financial Services.

# Affordable Housing Development Costs

**Table 1.10** displays the cost of building three recent affordable housing development projects in Napa County. The costs from development project pro formas were provided to Willdan for use in this analysis. On average it costs $707,307 to build an affordable unit in Napa County.

**Table 1.10: Affordable Housing Development Costs**

| Project | Total Units | Total Development Cost per Unit | Total Development Cost |
|---|---|---|---|
| Monarch Landing | 77 | $ 797,506 | $ 61,407,970 |
| Valley Lodge | 54 | 452,055 | 24,410,985 |
| Silverado Trail | 41 | 874,093 | 35,837,800 |
| Total | 172 | $ 707,307 | $ 121,656,755 |

Source: Napa County.

# Affordability Gap and Maximum Fee Calculation

The housing affordability gap is the difference between what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop affordable housing units. The affordable monthly rent associated with each income level is used to estimate the monthly supportable debt per unit, which is then used to estimate the loan proceeds associated with that level of income. The loan amount is compared to the affordable unit development costs, and the difference is the financing gap per unit.

The financing gap per unit is then multiplied by the number of units induced within each income category to determine the total financing gap associated with the 100 prototype units. This figure is then divided by 100 to determine the housing fee per unit, but prototype type. The fee per unit is finally divided by the assumed prototype square footage to determine the fee per square foot.

**Table 1.11** displays the calculation of the affordability gap and maximum justified affordable housing impact fee for new multifamily rental units and for new single family units.

## Table 1.11: Affordable Housing Impact Fee Calculation

| | Extremely Low Income (up to 30% AMI) | Very Low Income (31-50% AMI) | Low Income (51-80% AMI) | Moderate Income |
|---|---|---|---|---|
| Household Income Limit | $ 39,650 | $ 66,100 | $ 105,650 | $ 139,950 |
| Affordable Monthly Rent per Unit | 715 | 1,377 | 2,365 | 3,223 |
| Monthly Operating Expenses | 860 | 860 | 860 | 860 |
| Vacancy | 5% | 5% | 5% | 5% |
| Net Operating Income per Unit | - | 448 | 1,387 | 2,202 |
| Monthly Supportable Debt Service per Unit | - | 389 | 1,206 | 1,914 |
| Loan Amount | - | 55,855 | 173,050 | 274,687 |
| Affordable Unit Development Costs | 707,307 | 707,307 | 707,307 | 707,307 |
| Financing Gap per Affordable Unit | 707,307 | 651,452 | 534,257 | 432,620 |
| *Fee Calculation for New Rental Units* | | | | |
| Units Demanded | 6.28 | 8.37 | 4.84 | 1.61 |
| Total Financing Gap | $ 4,442,700 | $ 5,452,513 | $ 2,586,046 | $ 695,826 |
| Maximum Impact Fee per 100-Unit Development | $ 13,177,086 | | | |
| Maximum Impact Fee per Unit | $ 131,771 | | | |
| Prototype Square Feet | 865 | | | |
| **Maximum Impact Fee per Square Foot** | **$ 152** | | | |
| *Fee Calculation for New For Sale Single Family Units* | | | | |
| Units Demanded | 6.11 | 8.64 | 4.99 | 1.72 |
| Total Financing Gap | $ 4,318,693 | $ 5,626,319 | $ 2,667,496 | $ 741,994 |
| Maximum Impact Fee per 100-Unit Development | $ 13,354,502 | | | |
| Maximum Impact Fee per Unit | $ 133,545 | | | |
| Prototype Square Feet | 1,545 | | | |
| **Maximum Impact Fee per Square Foot** | **$ 86** | | | |
| *Financing Terms* | | | | |
| Debt Coverage Ratio | 1.15 | | | |
| Interest Rate | 7.75% | | | |
| Term of Loan | 35 | | | |

Sources: Tables 1.1, 1.3, 1.5.

# 2. Commercial Linkage Fee

This chapter details an analysis of the need for affordable housing required to accommodate lower-income employees associated with nonresidential development projects within Napa County. It documents a reasonable relationship between new commercial development and a commercial linkage fee to fund affordable housing for workers employed in the new business located in that development.

## Nexus Approach

Napa County is projected to reach 86,000 jobs by 2050 per the Association of Bay Area Governments' (ABAG) Plan Bay Area Growth Forecast. This represents an increase of approximately 25,000 jobs compared to the current count of primary jobs in the County using the US Census OnTheMap application (60,854 primary jobs in 2022). This increase in jobs will be employed in new and expanded nonresidential buildings. The analysis in this report seeks to estimate the workers associated with different types of nonresidential development across the income spectrum. These new workers will need a new home, and some of those new homes will be in the County. Some of those workers will not be able to afford market rate housing, so the commercial linkage fees calculated in this report can mitigate this impact by funding the gap between what the new workers can afford to pay for housing and the market rate cost of housing in Napa County. For each type of commercial development, the analysis starts with a prototype and uses state and federal employment data to estimate the number and types of jobs created there and the wages associated with those jobs. By comparing the wage data with housing costs the analysis can establish a gap in affordability and can attribute it to each type of commercial development. A more detailed description of the steps of the analysis follows.

This study calculates the maximum legal fee charged on new commercial development for affordable housing in the following steps:

1. **Establish commercial prototypes representing typical commercial development in Napa County.** The prototypes used in this study are not intended to represent specific development projects. Instead, they represent the types of development projects that may be built in Napa County.
2. **Estimate the number of workers that will work in the new commercial space**. The estimated number of workers are based on occupancy density assumptions for each type of commercial development project. The employment density assumptions density factors were multiplied by the building size (100,000 square feet) to calculate the total number of workers occupying each nonresidential prototype.
3. **Estimate worker household incomes**. To determine the proportion of households requiring affordable housing the analysis uses local wage data associated with the industries and occupations housed within each prototype.
    a. National industry data is used to identify the types of businesses that could be housed in each of the nonresidential building prototypes. The occupations that work within each industry are identified based on national occupation and industry data.
    b. Local wage data is used to identify the number of worker households within each income category that are generated by each nonresidential building prototype.
4. **Calculate the affordability gap**. Low wage worker households cannot afford market rate housing within Napa County, so a commercial linkage fee can be calculated to bridge the gap between what low wage worker households can afford to pay for and the cost of providing that housing. The housing affordability gap is defined as the difference between

what very low, low, and moderate-income households can afford to pay for housing, and the cost to develop new, modest housing units.

5. **Calculate maximum commercial linkage fee for each prototype**. The maximum commercial linkage fee for each prototype is calculated by multiplying the total number of very low, low, and moderate- income new worker households for each prototype (calculated in Step 3), by the corresponding affordable housing gap figure (calculated in Step 4). The total affordability gap was then divided by 100,000 SF, the size of each commercial prototype, to generate a maximum fee per square foot.

# Commercial Prototypes

This study calculates commercial linkage fees for three types of nonresidential development projects. These nonresidential land use classifications correspond with the nonresidential land uses in the County's development impact fee program. The prototypes are 100,000 square feet of commercial (retail, restaurant), 100,000 square feet of office, 100,000 square feet of industrial/manufacturing, 100,000 square feet of hotel and 100,000 square feet of warehousing/storage development.

**Table 2.1** displays prototype building sizes, and an estimate of net new workers per household. This analysis establishes the number of worker households created in the County by each of the commercial development types. Data from the US Census was used to identify the share of workers for each prototype that would be housed within County limits. The resulting net new workers are divided by the assumption of jobs per household to determine the number of net new worker households in Napa County associated with each prototype. In Napa County there are approximately 1.31 jobs per household, as calculated from the latest 2023 American Community Survey data.

Based on the analysis below, a prototypical square foot 100,000 commercial retail/restaurant building would support the creation of 97.49 households in Napa County. A prototypical 100,000 square foot office building would support the creation of 97.49 households, a prototypical 100,000 square foot industrial/manufacturing building would support the creation of 37.91 households, a prototypical 100,000 square foot hotel would support the creation of 37.91 households, and a prototypical 100,000 square foot warehousing/storage building would support the creation of 8.53 households in Napa County.

**Table 2.1: Net New Workers per Prototype**

| | Retail/ Restaurant | Office | Industrial/ Manufacturing | Hotel | Warehousing / Storage |
|---|---|---|---|---|---|
| Prototype Building Size (Sq. Ft.) | 100,000 | 100,000 | 100,000 | 100,000 | 100,000 |
| Square Feet per Employee[1] | 350 | 350 | 900 | 500 | 4,000 |
| Employees per 100,000 Sq. Ft. | 286 | 286 | 111 | 200 | 25 |
| Percent of Napa County Employees with Jobs inside Napa County[2] | 44.70% | 44.70% | 44.70% | 44.70% | 44.70% |
| Net New Workers Living in Napa County | 127.71 | 127.71 | 49.67 | 89.40 | 11.18 |
| Jobs per Household[3] | 1.31 | 1.31 | 1.31 | 1.31 | 1.31 |
| Households | 97.49 | 97.49 | 37.91 | 68.24 | 8.53 |

[1] Consistent with *Napa County Non-Residential Jobs-Housing Nexus Study Update* , 2014.
[2] OnTheMap Application. Percent employed and living in Napa County.
[3] Assumes 1.31 jobs per household in Napa County based on data from the 2023 American Community Survey.

Sources: https://onthemap.ces.census.gov/; Willdan Financial Services.

# Industries

To understand what types of workers would be employed in each prototype, the next step of the analysis examines the types of industries in each prototype and what types of workers (occupations) each of those industries employs. This analysis uses the most recent available national industry data from the US Bureau of Labor Statistics to identify the potential industries associated with each prototype, by North American Industry Classification System (NAICS) code. NAICS is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

**Table 2.2 through Table** 2.6 identify the industries and NAICS codes associated with each prototype, respectively. Using the latest available data from the Bureau of Labor Statistics, (Quarterly Census of Employment and Wages, Second Quarter 2024), the analysis then identifies the share of workers within each prototype that are associated with each industry. For example, in the commercial (retail, restaurant) prototype, approximately 41.9% of the jobs associated with that prototype are associated with the restaurant industry.

In the next step, the occupations associated with each industry will be used to estimate the wages of workers that may be employed within each prototype.

## Table 2.2: Definition of Industries for Retail Commercial Prototype

| NAICS Code (2022) | Description | Average Monthly Employment (Second Quarter, 2024) | Percent Total Workers in Prototype |
|---|---|---|---|
| 7225 | Restaurants and other eating places | 11,139,904 | 41.9% |
| 4451 | Grocery stores | 2,805,045 | 10.6% |
| 4411 | Automobile dealers | 1,282,097 | 4.8% |
| 4441 | Building material and supplies dealers | 1,233,572 | 4.6% |
| 8111 | Automotive repair and maintenance | 1,034,195 | 3.9% |
| 4581 | Clothing and clothing accessories retailers | 821,022 | 3.1% |
| 8121 | Personal care services | 746,489 | 2.8% |
| 4413 | Auto parts, accessories, and tire stores | 588,013 | 2.2% |
| 4599 | Other miscellaneous retailers | 485,901 | 1.8% |
| 8129 | Other personal services | 424,807 | 1.6% |
| 7224 | Drinking places, alcoholic beverages | 418,343 | 1.6% |
| 4491 | Sporting goods retailers | 403,046 | 1.5% |
| 4492 | Book retailers and news dealers | 386,870 | 1.5% |
| 4231 | Motor vehicle and parts merchant wholesalers | 376,614 | 1.4% |
| 4236 | Appliance and electric goods merchant whls. | 376,270 | 1.4% |
| 4239 | Misc. durable goods merchant wholesalers | 317,200 | 1.2% |
| 4237 | Hardware and plumbing merchant wholesalers | 312,561 | 1.2% |
| 4233 | Lumber and const. supply merchant wholesalers | 266,193 | 1.0% |
| 8123 | Drycleaning and laundry services | 259,585 | 1.0% |
| 8113 | Commercial machinery repair and maintenance | 240,017 | 0.9% |
| 4452 | Specialty food stores | 238,513 | 0.9% |
| 5321 | Automotive equipment rental and leasing | 214,385 | 0.8% |
| 4595 | Miscellaneous store retailers (4594 and 4595 only) | 209,054 | 0.8% |
| 4442 | Lawn and garden equipment and supplies stores | 200,457 | 0.8% |
| 5324 | Machinery and equipment rental and leasing | 197,462 | 0.7% |
| 4594 | Miscellaneous store retailers (4594 and 4595 only) | 191,802 | 0.7% |
| 5615 | Travel arrangement and reservation services | 189,414 | 0.7% |
| 4412 | Other motor vehicle dealers | 174,517 | 0.7% |
| 4453 | Beer, wine, and liquor stores | 171,813 | 0.6% |
| 4235 | Metal and mineral merchant wholesalers | 135,262 | 0.5% |
| 8122 | Death care services | 135,230 | 0.5% |
| 5322 | Consumer goods rental | 134,821 | 0.5% |
| 4232 | Furniture and furnishing merchant wholesalers | 110,928 | 0.4% |
| 8112 | Electronic equipment repair and maintenance | 103,698 | 0.4% |
| 8114 | Household goods repair and maintenance | 85,116 | 0.3% |
| 4592 | Book retailers and news dealers | 64,203 | 0.2% |
| 4593 | Florists | 59,464 | 0.2% |
| 5323 | General rental centers | 30,997 | 0.1% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

## Table 2.3: Definition of Industries for Office Prototype

| NAICS Code (2022) | Description | Average Monthly Employment (Second Quarter, 2024) | Percent Total Workers in Prototype |
|---|---|---|---|
| 5613 | Employment services | 3,299,601 | 8.0% |
| 6211 | Offices of physicians | 2,940,671 | 7.1% |
| 5511 | Management of companies and enterprises | 2,604,264 | 6.3% |
| 5415 | Computer systems design and related services | 2,418,334 | 5.8% |
| 5617 | Services to buildings and dwellings | 2,337,652 | 5.6% |
| 5416 | Management and technical consulting services | 1,844,505 | 4.5% |
| 5221 | Depository credit intermediation | 1,780,767 | 4.3% |
| 5413 | Architectural and engineering services | 1,685,495 | 4.1% |
| 5242 | Insurance agencies and brokerages | 1,373,549 | 3.3% |
| 6213 | Offices of other health practitioners | 1,219,017 | 2.9% |
| 5241 | Insurance carriers | 1,210,281 | 2.9% |
| 5411 | Legal services | 1,191,517 | 2.9% |
| 5412 | Accounting and bookkeeping services | 1,157,354 | 2.8% |
| 6214 | Outpatient care centers | 1,105,748 | 2.7% |
| 6212 | Offices of dentists | 1,036,589 | 2.5% |
| 5616 | Investigation and security services | 1,032,000 | 2.5% |
| 5417 | Scientific research and development services | 926,469 | 2.2% |
| 5419 | Other professional and technical services | 871,483 | 2.1% |
| 5313 | Activities related to real estate | 828,990 | 2.0% |
| 7223 | Special food services | 770,348 | 1.9% |
| 5614 | Business support services | 682,692 | 1.6% |
| 5132 | Software publishers | 634,894 | 1.5% |
| 5311 | Lessors of real estate | 630,797 | 1.5% |
| 5611 | Office administrative services | 619,140 | 1.5% |
| 5239 | Other financial investment activities | 594,220 | 1.4% |
| 5171 | Wired and wireless telecommunications (except satellite) | 567,324 | 1.4% |
| 5222 | Non-depository credit intermediation | 501,879 | 1.2% |
| 5418 | Advertising, pr, and related services | 490,613 | 1.2% |
| 5182 | Data processing, hosting and related services | 482,617 | 1.2% |
| 5231 | Securities, commodity contracts, investments | 474,374 | 1.1% |
| 3345 | Electronic instrument manufacturing | 412,102 | 1.0% |
| 3344 | Semiconductor and electronic component mfg. | 393,894 | 1.0% |
| 5121 | Motion picture and video industries | 359,371 | 0.9% |
| 5312 | Offices of real estate agents and brokers | 344,170 | 0.8% |
| 5619 | Other support services | 333,809 | 0.8% |
| 3391 | Medical equipment and supplies manufacturing | 326,647 | 0.8% |
| 6215 | Medical and diagnostic laboratories | 310,052 | 0.7% |
| 5223 | Activities related to credit intermediation | 279,586 | 0.7% |
| 5131 | Newspaper, periodical, book, and directory publishers | 266,199 | 0.6% |
| 5192 | Web search portals, libraries, archives, and other information services | 180,154 | 0.4% |
| 5612 | Facilities support services | 175,964 | 0.4% |
| 3353 | Electrical equipment manufacturing | 155,385 | 0.4% |
| 5414 | Specialized design services | 150,914 | 0.4% |
| 5161 | Broadcasting, except internet | 118,172 | 0.3% |
| 3341 | Computer and peripheral equipment mfg. | 105,697 | 0.3% |
| 3342 | Communications equipment manufacturing | 82,112 | 0.2% |
| 5178 | All other telecommunications | 45,168 | 0.1% |
| 5331 | Lessors of nonfinancial intangible assets | 22,271 | 0.1% |
| 5122 | Sound recording industries | 20,447 | 0.0% |
| 5259 | Other investment pools and funds | 18,935 | 0.0% |
| 5174 | Satellite telecommunications | 8,492 | 0.0% |
| 5232 | Securities and commodity exchanges | 7,242 | 0.0% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

## Table 2.4: Definition of Industries for Industrial Business Park Prototype

| NAICS Code (2022) | Description | Average Monthly Employment (Second Quarter, 2024) | Percent Total Workers in Prototype |
|---|---|---|---|
| 5613 | Employment services | 3,299,601 | 6.0% |
| 6211 | Offices of physicians | 2,940,671 | 5.4% |
| 5511 | Management of companies and enterprises | 2,604,264 | 4.8% |
| 2382 | Building equipment contractors | 2,523,920 | 4.6% |
| 5415 | Computer systems design and related services | 2,418,334 | 4.4% |
| 5617 | Services to buildings and dwellings | 2,337,652 | 4.3% |
| 5416 | Management and technical consulting services | 1,844,505 | 3.4% |
| 5221 | Depository credit intermediation | 1,780,767 | 3.3% |
| 5413 | Architectural and engineering services | 1,685,495 | 3.1% |
| 5242 | Insurance agencies and brokerages | 1,373,549 | 2.5% |
| 6213 | Offices of other health practitioners | 1,219,017 | 2.2% |
| 5241 | Insurance carriers | 1,210,281 | 2.2% |
| 5411 | Legal services | 1,191,517 | 2.2% |
| 5412 | Accounting and bookkeeping services | 1,157,354 | 2.1% |
| 6214 | Outpatient care centers | 1,105,748 | 2.0% |
| 6212 | Offices of dentists | 1,036,589 | 1.9% |
| 5616 | Investigation and security services | 1,032,000 | 1.9% |
| 2381 | Building foundation and exterior contractors | 998,144 | 1.8% |
| 2361 | Residential building construction | 936,374 | 1.7% |
| 5417 | Scientific research and development services | 926,469 | 1.7% |
| 2362 | Nonresidential building construction | 901,221 | 1.7% |
| 5419 | Other professional and technical services | 871,483 | 1.6% |
| 2383 | Building finishing contractors | 841,259 | 1.5% |
| 5313 | Activities related to real estate | 828,990 | 1.5% |
| 2389 | Other specialty trade contractors | 802,998 | 1.5% |
| 7223 | Special food services | 770,348 | 1.4% |
| 5614 | Business support services | 682,692 | 1.2% |
| 5132 | Software publishers | 634,894 | 1.2% |
| 5311 | Lessors of real estate | 630,797 | 1.2% |
| 5611 | Office administrative services | 619,140 | 1.1% |
| 2371 | Utility system construction | 593,320 | 1.1% |
| 5171 | Telecommunications | 567,324 | 1.0% |
| 3363 | Motor vehicle parts manufacturing | 555,408 | 1.0% |
| 3116 | Animal slaughtering and processing | 551,803 | 1.0% |
| 5222 | Nondepository credit intermediation | 501,879 | 0.9% |
| 5418 | Advertising, pr, and related services | 490,613 | 0.9% |
| 5182 | Data processing, hosting and related services | 482,617 | 0.9% |
| 3323 | Architectural and structural metals mfg. | 413,396 | 0.8% |
| 3345 | Electronic instrument manufacturing | 412,102 | 0.8% |
| 3344 | Semiconductor and electronic component mfg. | 393,894 | 0.7% |
| 2373 | Highway, street, and bridge construction | 387,956 | 0.7% |
| 3231 | Printing and related support activities | 356,621 | 0.7% |
| 3254 | Pharmaceutical and medicine manufacturing | 349,110 | 0.6% |
| 3118 | Bakeries and tortilla manufacturing | 346,478 | 0.6% |
| 5312 | Offices of real estate agents and brokers | 344,170 | 0.6% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

## Table 2.4: Definition of Industries for Industrial (Business Park, Light Industrial) Prototype Continued

| NAICS Code (2022) | Description | Average Monthly Employment (First Quarter, 2021) | Percent Total Workers in Prototype |
|---|---|---|---|
| 3327 | Machine shops and threaded product mfg. | 334,156 | 0.6% |
| 5619 | Other support services | 333,809 | 0.6% |
| 3391 | Medical equipment and supplies manufacturing | 326,647 | 0.6% |
| 3121 | Beverage manufacturing | 326,572 | 0.6% |
| 6215 | Medical and diagnostic laboratories | 310,052 | 0.6% |
| 3399 | Other miscellaneous manufacturing | 289,065 | 0.5% |
| 3339 | Other general purpose machinery manufacturing | 283,835 | 0.5% |
| 3329 | Other fabricated metal product manufacturing | 280,180 | 0.5% |
| 5223 | Activities related to credit intermediation | 279,586 | 0.5% |
| 5131 | Newspaper, book, and directory publishers | 266,199 | 0.5% |
| 3119 | Other food manufacturing | 265,382 | 0.5% |
| 3219 | Other wood product manufacturing | 242,948 | 0.4% |
| 3371 | Household and institutional furniture mfg. | 220,470 | 0.4% |
| 5621 | Waste collection | 215,316 | 0.4% |
| 3273 | Cement and concrete product manufacturing | 209,519 | 0.4% |
| 5192 | Web search portals, libraries, archives, and other | 180,154 | 0.3% |
| 5612 | Facilities support services | 175,964 | 0.3% |
| 3114 | Fruit and vegetable preserving and specialty | 170,343 | 0.3% |
| 3115 | Dairy product manufacturing | 167,793 | 0.3% |
| 3359 | Other electrical equipment and component mfg. | 166,319 | 0.3% |
| 3335 | Metalworking machinery manufacturing | 157,235 | 0.3% |
| 5414 | Specialized design services | 150,914 | 0.3% |
| 2379 | Other heavy construction | 136,322 | 0.2% |
| 3332 | Industrial machinery manufacturing | 131,034 | 0.2% |
| 5161 | Broadcasting, except internet | 118,172 | 0.2% |
| 3256 | Soap, cleaning compound, and toiletry mfg. | 113,905 | 0.2% |
| 3324 | Boiler, tank, and shipping container mfg. | 97,449 | 0.2% |
| 3211 | Sawmills and wood preservation | 89,474 | 0.2% |
| 3333 | Commercial and service industry machinery | 88,716 | 0.2% |
| 3212 | Plywood and engineered wood product mfg. | 81,818 | 0.1% |
| 3272 | Glass and glass product manufacturing | 77,223 | 0.1% |
| 2213 | Water, sewage and other systems | 61,085 | 0.1% |
| 3149 | Other textile product mills | 57,879 | 0.1% |
| 5178 | All other telecommunications | 45,168 | 0.1% |
| 3369 | Other transportation equipment manufacturing | 39,931 | 0.1% |
| 3141 | Textile furnishings mills | 39,818 | 0.1% |
| 2372 | Land subdivision | 36,829 | 0.1% |
| 3271 | Clay product and refractory manufacturing | 34,339 | 0.1% |
| 3322 | Cutlery and handtool manufacturing | 34,089 | 0.1% |
| 3343 | Audio and video equipment manufacturing | 18,880 | 0.0% |
| 5174 | Satellite telecommunications | 8,492 | 0.0% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.5: Definition of Industries for Hotel Prototype**

| NAICS Code (2022) | Description | Percent Total Workers in Prototype |
|---|---|---|
| 721 | Accommodation | 100.0% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

**Table 2.6: Definition of Industries for Warehousing/ Storage Prototype**

| NAICS Code (2022) | Description | Percent Total Workers in Prototype |
|---|---|---|
| 4931 | Warehousing and storage | 100.0% |

Sources: BLS, Quarterly Census of Employment and Wages, Second Quarter 2024.

# Occupations and Wages

Once the analysis has established the industries of the new workers, the next step is to estimate their occupations and wages. The US Bureau of Labor Statistics, Industry-occupation matrix identifies the occupations associated with the industries that may be housed by each prototype in the preceding tables. For each industry NAICS code, the industry occupation matrix identifies the occupations that are employed within that industry by Standard Occupational Classification (SOC) code. The SOC system is used by federal agencies to classify workers into occupational categories for the purpose of collecting, calculating, or disseminating data. All workers can be classified into one of 867 detailed occupations. To facilitate classification, detailed occupations are combined to form 459 broad occupations, 98 minor groups, and 23 major groups.

The analysis cross referenced local wage data for Napa County provided by the California Employment Development Department (CA EDD) by SOC code with the identified occupations to estimate the average wages of each occupation associated with each prototype. **Appendix Tables A.1 through A.5** identify several figures related to the occupations within each prototype:

1. Percent of total: The percentage of employees within each prototype by occupation.
2. Average annual wage: The average annual wage for a particular occupation. Based on local Napa County data where available. State of California data is used when Napa County data is unavailable.
3. Household income: Average annual wages are multiplied by 1.31 jobs per household to estimate the average household income associated with each occupation.
4. Net New Napa County Households: Percent of total jobs within each prototype multiplied by net new Napa County households from Table 2.1

Note that the occupations are listed because they are associated with an industry in the national data. This does not mean to imply that each occupation listed in these tables will be found in Napa County.

# Worker Households by Income Category

**Table 2.7** summarizes the number of new employee households living in Napa County by income category. The "Net New Napa County Household" column in Appendix Tables A.1 through A.5 is sorted by income category to identify the number of worker households employed within each prototype whose household income falls within each income category (See Table 1.1). The worker households that fall into moderate or lower median income categories drive the calculation of the commercial linkage fee for each prototype.

**Table 2.7: Number of Worker Households by Income Category**

| | 3 Person Household Income Limits | Number of Employee Households | | | | |
|---|---|---|---|---|---|---|
| | | Retail/ Restaurant | Office | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
| Extremely Low | 39,650 | 0.048 | 0.218 | 0.055 | 0.029 | - |
| Very Low Income | 66,100 | 74.075 | 19.813 | 8.175 | 49.956 | 5.177 |
| Low Income | 105,650 | 15.069 | 26.520 | 12.214 | 11.216 | 2.687 |
| Moderate Income | 139,950 | 4.663 | 21.825 | 8.206 | 4.552 | 0.332 |
| Above Moderate | | 3.638 | 29.117 | 9.263 | 2.491 | 0.335 |

Sources: Tables 1.1, Appendix Tables A.1 - A.5; Willdan Financial Services.

# Affordability Gap

The affordability gap analysis from Table 1.11 in Chapter 2 is also used in the calculation of the commercial linkage fee. The net new Napa County units demanded for each prototype are multiplied by the financing gap per affordable unit and summarized across all income levels to determine the total financing gap per prototype.

### Table 2.8: Financing Gap per Prototype

| | Extremely Low Income (up to 30% AMI) | Very Low Income (31-50% AMI) | Low Income (51-80% AMI) | Moderate Income (80% to 120%) | Total |
|---|---|---|---|---|---|
| Financing Gap per Affordable Unit | $ 707,307 | $ 651,452 | $ 534,257 | $ 432,620 | |
| *Retail/ Restaurant Prototype* | | | | | |
| Units Demanded | 0.048 | 74.075 | 15.069 | 4.663 | 93.854 |
| Total Financing Gap | $ 33,599 | $ 48,256,200 | $ 8,050,639 | $ 2,017,196 | $ 58,357,635 |
| *Office Prototype* | | | | | |
| Units Demanded | 0.218 | 19.813 | 26.520 | 21.825 | 68.375 |
| Total Financing Gap | $ 153,919 | $ 12,907,106 | $ 14,168,454 | $ 9,441,878 | $ 36,671,356 |
| *Industrial/Manufacturing Prototype* | | | | | |
| Units Demanded | 0.055 | 8.175 | 12.214 | 8.206 | 28.651 |
| Total Financing Gap | $ 39,216 | $ 5,325,824 | $ 6,525,522 | $ 3,549,946 | $ 15,440,508 |
| *Hotel Prototype* | | | | | |
| Units Demanded | 0.029 | 49.956 | 11.216 | 4.552 | 65.753 |
| Total Financing Gap | $ 20,606 | $ 32,543,928 | $ 5,992,361 | $ 1,969,304 | $ 40,526,200 |
| *Warehousing/Storage Prototype* | | | | | |
| Units Demanded | - | 5.177 | 2.687 | 0.332 | 8.196 |
| Total Financing Gap | $ - | $ 3,372,858 | $ 1,435,354 | $ 143,445 | $ 4,951,657 |

Sources: Tables 1.11 and 2.7, Willdan Financial Services.

## Maximum Justified Commercial Linkage Fee Schedule

The affordability gap from **Table 2.8** is divided by the square footage of each prototype to determine the maximum justified commercial linkage fee per square foot for each land use category. The fee schedule is shown below in **Table 2.9.**

### Table 2.9: Maximum Justified Commercial Linkage Fee Schedule

| Land Use | Affordability Gap for All New Worker Households | Size of Prototype (Sq. Ft.) | Maximum Fee per Sq. Ft. | Maximum Fee 2014 Nexus Study |
|---|---|---|---|---|
| Retail/ Restaurant | $ 58,357,635 | 100,000 | $ 584 | $ 208.63 |
| Office | 36,671,356 | 100,000 | 367 | 93.94 |
| Industrial/ Manufacturing | 15,440,508 | 100,000 | 154 | 59.27 |
| Hotel | 40,526,200 | 100,000 | 405 | 143.83 |
| Warehousing/ Storage | 4,951,657 | 100,000 | 50 | 13.92 |

Source: Table 2.8, Willdan Financial Services.

# 3. Appendix

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 11-1011 | Chief executives | 0.0297% | $271,228 | 355,309 | 0.03 |
| 11-1021 | General and operations managers | 2.4553% | 147,931 | 193,790 | 2.39 |
| 11-2011 | Advertising and promotions managers | 0.0004% | 179,337 | 234,931 | 0.00 |
| 11-2021 | Marketing managers | 0.0564% | 162,948 | 213,462 | 0.05 |
| 11-2022 | Sales managers | 0.3750% | 146,743 | 192,233 | 0.37 |
| 11-2032 | Public relations managers | 0.0025% | 170,640 | 223,538 | 0.00 |
| 11-2033 | Fundraising managers | 0.0004% | 157,949 | 206,913 | 0.00 |
| 11-3012 | Administrative services managers | 0.0309% | 116,567 | 152,703 | 0.03 |
| 11-3013 | Facilities managers | 0.0220% | 116,229 | 152,260 | 0.02 |
| 11-3021 | Computer and information systems managers | 0.0271% | 192,755 | 252,509 | 0.03 |
| 11-3031 | Financial managers | 0.0945% | 181,815 | 238,178 | 0.09 |
| 11-3051 | Industrial production managers | 0.0140% | 151,854 | 198,929 | 0.01 |
| 11-3061 | Purchasing managers | 0.0097% | 137,063 | 179,553 | 0.01 |
| 11-3071 | Transportation, storage, and distribution managers | 0.0729% | 119,199 | 156,151 | 0.07 |
| 11-3121 | Human resources managers | 0.0123% | 158,799 | 208,027 | 0.01 |
| 11-3131 | Training and development managers | 0.0030% | 124,771 | 163,450 | 0.00 |
| 11-9013 | Farmers, ranchers, and other agricultural managers | 0.0004% | 116,608 | 152,756 | 0.00 |
| 11-9021 | Construction managers | 0.0042% | 144,930 | 189,858 | 0.00 |
| 11-9041 | Architectural and engineering managers | 0.0085% | 180,207 | 236,071 | 0.01 |
| 11-9051 | Food service managers | 0.7999% | 85,325 | 111,776 | 0.78 |
| 11-9072 | Entertainment and recreation managers, except gambling | 0.0021% | 101,735 | 133,273 | 0.00 |
| 11-9081 | Lodging managers | 0.0013% | 99,102 | 129,824 | 0.00 |
| 11-9111 | Medical and health services managers | 0.0008% | 176,929 | 231,777 | 0.00 |
| 11-9141 | Property, real estate, and community association managers | 0.0013% | 77,069 | 100,960 | 0.00 |
| 11-9151 | Social and community service managers | 0.0004% | 88,736 | 116,244 | 0.00 |
| 11-9171 | Funeral home managers | 0.0597% | 95,036 | 124,497 | 0.06 |
| 11-9179 | Personal service managers, all other | 0.0199% | 83,287 | 109,106 | 0.02 |
| 11-9199 | Managers, all other | 0.0593% | 163,398 | 214,051 | 0.06 |
| 13-1020 | Buyers and purchasing agents | 0.1504% | 86,708 | 113,587 | 0.15 |
| 13-1031 | Claims adjusters, examiners, and investigators | 0.0021% | 90,355 | 118,365 | 0.00 |
| 13-1032 | Insurance appraisers, auto damage | 0.0008% | 84,946 | 111,279 | 0.00 |
| 13-1041 | Compliance officers | 0.0127% | 91,574 | 119,962 | 0.01 |
| 13-1051 | Cost estimators | 0.1309% | 93,888 | 122,993 | 0.13 |
| 13-1071 | Human resources specialists | 0.1343% | 85,202 | 111,615 | 0.13 |
| 13-1081 | Logisticians | 0.0208% | 90,887 | 119,062 | 0.02 |
| 13-1082 | Project management specialists | 0.0491% | 113,637 | 148,864 | 0.05 |
| 13-1111 | Management analysts | 0.0174% | 105,945 | 138,788 | 0.02 |
| 13-1121 | Meeting, convention, and event planners | 0.0432% | 67,318 | 88,187 | 0.04 |
| 13-1131 | Fundraisers | 0.0038% | 76,998 | 100,867 | 0.00 |
| 13-1141 | Compensation, benefits, and job analysis specialists | 0.0021% | 89,801 | 117,639 | 0.00 |
| 13-1151 | Training and development specialists | 0.1619% | 82,508 | 108,085 | 0.16 |
| 13-1161 | Market research analysts and marketing specialists | 0.1699% | 85,622 | 112,165 | 0.17 |
| 13-1199 | Business operations specialists, all other | 0.1580% | 98,232 | 128,684 | 0.15 |
| 13-2011 | Accountants and auditors | 0.1843% | 100,465 | 131,609 | 0.18 |
| 13-2020 | Property appraisers and assessors | 0.0017% | 109,089 | 142,907 | 0.00 |
| 13-2041 | Credit analysts | 0.0059% | 82,867 | 108,556 | 0.01 |
| 13-2051 | Financial and investment analysts | 0.0072% | 101,325 | 132,736 | 0.01 |
| 13-2052 | Personal financial advisors | 0.0017% | 139,337 | 182,531 | 0.00 |
| 13-2053 | Insurance underwriters | 0.0004% | 93,929 | 123,047 | 0.00 |
| 13-2071 | Credit counselors | 0.0038% | 76,322 | 99,982 | 0.00 |
| 13-2072 | Loan officers | 0.0500% | 102,503 | 134,279 | 0.05 |
| 13-2099 | Financial specialists, all other | 0.0288% | 95,220 | 124,738 | 0.03 |
| 15-1211 | Computer systems analysts | 0.0140% | 133,329 | 174,661 | 0.01 |
| 15-1212 | Information security analysts | 0.0055% | 144,981 | 189,925 | 0.01 |
| 15-1231 | Computer network support specialists | 0.0119% | 86,475 | 113,282 | 0.01 |
| 15-1232 | Computer user support specialists | 0.0881% | 82,365 | 107,898 | 0.09 |
| 15-1241 | Computer network architects | 0.0030% | 157,931 | 206,890 | 0.00 |
| 15-1242 | Database administrators | 0.0034% | 119,895 | 157,062 | 0.00 |
| 15-1243 | Database architects | 0.0008% | 167,573 | 219,521 | 0.00 |
| 15-1244 | Network and computer systems administrators | 0.0220% | 118,237 | 154,890 | 0.02 |
| 15-1251 | Computer programmers | 0.0030% | 128,425 | 168,237 | 0.00 |
| 15-1252 | Software developers | 0.0619% | 179,029 | 234,528 | 0.06 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 15-1253 | Software quality assurance analysts and testers | 0.0064% | $136,760 | 179,156 | 0.01 |
| 15-1254 | Web developers | 0.0123% | 125,160 | 163,960 | 0.01 |
| 15-1255 | Web and digital interface designers | 0.0212% | 141,324 | 185,134 | 0.02 |
| 15-1299 | Computer occupations, all other | 0.0178% | 130,465 | 170,909 | 0.02 |
| 15-2031 | Operations research analysts | 0.0021% | 94,933 | 124,362 | 0.00 |
| 15-2041 | Statisticians | 0.0004% | 133,195 | 174,485 | 0.00 |
| 15-2051 | Data scientists | 0.0081% | 144,734 | 189,602 | 0.01 |
| 17-1011 | Architects, except landscape and naval | 0.0004% | 124,428 | 163,001 | 0.00 |
| 17-1012 | Landscape architects | 0.0013% | 99,487 | 130,328 | 0.00 |
| 17-2011 | Aerospace engineers | 0.0004% | 147,371 | 193,056 | 0.00 |
| 17-2031 | Bioengineers and biomedical engineers | 0.0021% | 121,657 | 159,371 | 0.00 |
| 17-2051 | Civil engineers | 0.0013% | 118,577 | 155,336 | 0.00 |
| 17-2061 | Computer hardware engineers | 0.0004% | 178,504 | 233,840 | 0.00 |
| 17-2071 | Electrical engineers | 0.0085% | 151,790 | 198,845 | 0.01 |
| 17-2072 | Electronics engineers, except computer | 0.0034% | 155,036 | 203,097 | 0.00 |
| 17-2111 | Health and safety engineers, except mining safety engineers and inspecto | 0.0008% | 132,443 | 173,500 | 0.00 |
| 17-2112 | Industrial engineers | 0.0119% | 124,614 | 163,244 | 0.01 |
| 17-2141 | Mechanical engineers | 0.0186% | 130,424 | 170,855 | 0.02 |
| 17-2199 | Engineers, all other | 0.0051% | 140,149 | 183,595 | 0.00 |
| 17-3011 | Architectural and civil drafters | 0.0013% | 76,637 | 100,394 | 0.00 |
| 17-3013 | Mechanical drafters | 0.0021% | 86,177 | 112,892 | 0.00 |
| 17-3023 | Electrical and electronic engineering technologists and technicians | 0.0034% | 87,629 | 114,794 | 0.00 |
| 17-3024 | Electro-mechanical and mechatronics technologists and technicians | 0.0013% | 91,843 | 120,314 | 0.00 |
| 17-3026 | Industrial engineering technologists and technicians | 0.0013% | 79,903 | 104,673 | 0.00 |
| 17-3027 | Mechanical engineering technologists and technicians | 0.0030% | 83,076 | 108,830 | 0.00 |
| 17-3028 | Calibration technologists and technicians | 0.0047% | 68,756 | 90,070 | 0.00 |
| 17-3029 | Engineering technologists and technicians, except drafters, all other | 0.0008% | 85,023 | 111,380 | 0.00 |
| 19-1013 | Soil and plant scientists | 0.0013% | 94,398 | 123,661 | 0.00 |
| 19-4012 | Agricultural technicians | 0.0008% | 48,924 | 64,090 | 0.00 |
| 19-5011 | Occupational health and safety specialists | 0.0034% | 108,718 | 142,421 | 0.00 |
| 19-5012 | Occupational health and safety technicians | 0.0004% | 67,448 | 88,357 | 0.00 |
| 21-1019 | Counselors, all other | 0.0051% | 51,675 | 67,694 | 0.00 |
| 21-1099 | Community and social service specialists, all other | 0.0025% | 57,877 | 75,819 | 0.00 |
| 23-1011 | Lawyers | 0.0034% | 220,320 | 288,619 | 0.00 |
| 23-2093 | Title examiners, abstractors, and searchers | 0.0072% | 87,094 | 114,093 | 0.01 |
| 23-2099 | Legal support workers, all other | 0.0021% | 86,527 | 113,350 | 0.00 |
| 25-3021 | Self-enrichment teachers | 0.0110% | 61,400 | 80,434 | 0.01 |
| 25-4011 | Archivists | 0.0004% | 72,722 | 95,266 | 0.00 |
| 25-9031 | Instructional coordinators | 0.0004% | 100,723 | 131,947 | 0.00 |
| 27-1011 | Art directors | 0.0055% | 152,532 | 199,817 | 0.01 |
| 27-1012 | Craft artists | 0.0013% | 89,298 | 116,980 | 0.00 |
| 27-1013 | Fine artists, including painters, sculptors, and illustrators | 0.0021% | 117,454 | 153,865 | 0.00 |
| 27-1019 | Artists and related workers, all other | 0.0038% | 98,179 | 128,614 | 0.00 |
| 27-1021 | Commercial and industrial designers | 0.0047% | 97,200 | 127,332 | 0.00 |
| 27-1023 | Floral designers | 0.1267% | 44,082 | 57,747 | 0.12 |
| 27-1024 | Graphic designers | 0.0432% | 82,262 | 107,763 | 0.04 |
| 27-1025 | Interior designers | 0.0148% | 84,034 | 110,085 | 0.01 |
| 27-1026 | Merchandise displayers and window trimmers | 0.2818% | 45,061 | 59,030 | 0.27 |
| 27-1029 | Designers, all other | 0.0013% | 94,099 | 123,270 | 0.00 |
| 27-2012 | Producers and directors | 0.0004% | 137,007 | 179,479 | 0.00 |
| 27-3031 | Public relations specialists | 0.0335% | 90,421 | 118,452 | 0.03 |
| 27-3041 | Editors | 0.0013% | 106,503 | 139,519 | 0.00 |
| 27-3042 | Technical writers | 0.0013% | 112,684 | 147,616 | 0.00 |
| 27-3043 | Writers and authors | 0.0038% | 111,922 | 146,618 | 0.00 |
| 27-3099 | Media and communication workers, all other | 0.0004% | 125,438 | 164,324 | 0.00 |
| 27-4011 | Audio and video technicians | 0.0017% | 74,484 | 97,574 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 27-4014 | Sound engineering technicians | 0.0004% | $ 85,857 | 112,473 | 0.00 |
| 27-4021 | Photographers | 0.0169% | 77,791 | 101,906 | 0.02 |
| 27-4031 | Camera operators, television, video, and film | 0.0004% | 83,684 | 109,626 | 0.00 |
| 27-4032 | Film and video editors | 0.0008% | 104,669 | 137,116 | 0.00 |
| 29-1031 | Dietitians and nutritionists | 0.0030% | 87,114 | 114,119 | 0.00 |
| 29-1041 | Optometrists | 0.0013% | 141,478 | 185,336 | 0.00 |
| 29-1051 | Pharmacists | 0.0902% | 162,031 | 212,261 | 0.09 |
| 29-1071 | Physician assistants | 0.0008% | 158,610 | 207,779 | 0.00 |
| 29-1131 | Veterinarians | 0.0030% | 163,401 | 214,055 | 0.00 |
| 29-1141 | Registered nurses | 0.0106% | 141,849 | 185,822 | 0.01 |
| 29-1171 | Nurse practitioners | 0.0038% | 166,419 | 218,009 | 0.00 |
| 29-1213 | Dermatologists | 0.0004% | 322,794 | 422,860 | 0.00 |
| 29-1229 | Physicians, all other | 0.0004% | 257,201 | 336,933 | 0.00 |
| 29-2052 | Pharmacy technicians | 0.1818% | 57,393 | 75,185 | 0.18 |
| 29-2056 | Veterinary technologists and technicians | 0.0064% | 57,424 | 75,225 | 0.01 |
| 29-2061 | Licensed practical and licensed vocational nurses | 0.0021% | 78,893 | 103,350 | 0.00 |
| 29-2081 | Opticians, dispensing | 0.0674% | 61,771 | 80,920 | 0.07 |
| 31-1120 | Home health and personal care aides | 0.0216% | 36,305 | 47,560 | 0.02 |
| 31-9011 | Massage therapists | 0.2000% | 58,426 | 76,538 | 0.19 |
| 31-9092 | Medical assistants | 0.0017% | 52,468 | 68,733 | 0.00 |
| 31-9096 | Veterinary assistants and laboratory animal caretakers | 0.0047% | 43,964 | 57,593 | 0.00 |
| 31-9099 | Healthcare support workers, all other | 0.0055% | 56,890 | 74,526 | 0.01 |
| 33-1091 | First-line supervisors of security workers | 0.0191% | 62,704 | 82,142 | 0.02 |
| 33-1099 | First-line supervisors of protective service workers, all other | 0.0025% | 77,084 | 100,980 | 0.00 |
| 33-3041 | Parking enforcement workers | 0.0008% | 67,878 | 88,920 | 0.00 |
| 33-9011 | Animal control workers | 0.0017% | 64,601 | 84,627 | 0.00 |
| 33-9021 | Private detectives and investigators | 0.0479% | 65,848 | 86,261 | 0.05 |
| 33-9032 | Security guards | 0.3627% | 46,324 | 60,684 | 0.35 |
| 33-9099 | Protective service workers, all other | 0.0085% | 47,170 | 61,793 | 0.01 |
| 35-1011 | Chefs and head cooks | 0.4038% | 69,219 | 90,677 | 0.39 |
| 35-1012 | First-line supervisors of food preparation and serving workers | 4.0044% | 49,231 | 64,493 | 3.90 |
| 35-2011 | Cooks, fast food | 2.8023% | 36,892 | 48,329 | 2.73 |
| 35-2012 | Cooks, institution and cafeteria | 0.0254% | 47,675 | 62,454 | 0.02 |
| 35-2014 | Cooks, restaurant | 5.2869% | 43,964 | 57,593 | 5.15 |
| 35-2015 | Cooks, short order | 0.3754% | 40,737 | 53,365 | 0.37 |
| 35-2019 | Cooks, all other | 0.0102% | 40,665 | 53,271 | 0.01 |
| 35-2021 | Food preparation workers | 2.0270% | 40,377 | 52,894 | 1.98 |
| 35-3011 | Bartenders | 2.1948% | 42,418 | 55,568 | 2.14 |
| 35-3023 | Fast food and counter workers | 13.2884% | 37,800 | 49,518 | 12.96 |
| 35-3031 | Waiters and waitresses | 8.0850% | 44,531 | 58,336 | 7.88 |
| 35-3041 | Food servers, nonrestaurant | 0.0606% | 42,438 | 55,594 | 0.06 |
| 35-9011 | Dining room and cafeteria attendants and bartender helpers | 1.4160% | 38,552 | 50,503 | 1.38 |
| 35-9021 | Dishwashers | 1.5088% | 38,964 | 51,043 | 1.47 |
| 35-9031 | Hosts and hostesses, restaurant, lounge, and coffee shop | 1.6312% | 39,892 | 52,259 | 1.59 |
| 35-9099 | Food preparation and serving related workers, all other | 0.2301% | 41,521 | 54,393 | 0.22 |
| 37-1011 | First-line supervisors of housekeeping and janitorial workers | 0.0038% | 59,714 | 78,225 | 0.00 |
| 37-1012 | First-line supervisors of landscaping, lawn service, and groundskeeping w | 0.0131% | 65,683 | 86,045 | 0.01 |
| 37-2011 | Janitors and cleaners, except maids and housekeeping cleaners | 0.5762% | 43,149 | 56,525 | 0.56 |
| 37-2012 | Maids and housekeeping cleaners | 0.0229% | 44,912 | 58,835 | 0.02 |
| 37-2019 | Building cleaning workers, all other | 0.0008% | 44,613 | 58,443 | 0.00 |
| 37-3011 | Landscaping and groundskeeping workers | 0.1080% | 46,056 | 60,333 | 0.11 |
| 37-3012 | Pesticide handlers, sprayers, and applicators, vegetation | 0.0013% | 49,108 | 64,331 | 0.00 |
| 37-3019 | Grounds maintenance workers, all other | 0.0017% | 52,612 | 68,922 | 0.00 |
| 39-1014 | First-line supervisors of entertainment and recreation workers, except gam | 0.0076% | 55,364 | 72,527 | 0.01 |
| 39-1022 | First-line supervisors of personal service workers | 0.1661% | 56,354 | 73,824 | 0.16 |
| 39-2011 | Animal trainers | 0.0508% | 47,633 | 62,399 | 0.05 |
| 39-2021 | Animal caretakers | 0.7512% | 40,933 | 53,622 | 0.73 |
| 39-3011 | Gambling dealers | 0.0030% | 44,201 | 57,903 | 0.00 |
| 39-3019 | Gambling service workers, all other | 0.0008% | 43,861 | 57,458 | 0.00 |
| 39-3031 | Ushers, lobby attendants, and ticket takers | 0.0068% | 37,593 | 49,247 | 0.01 |
| 39-3091 | Amusement and recreation attendants | 0.0131% | 37,779 | 49,490 | 0.01 |
| 39-3093 | Locker room, coatroom, and dressing room attendants | 0.0123% | 44,294 | 58,025 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 39-4011 | Embalmers | 0.0140% | $ 65,033 | 85,193 | 0.01 |
| 39-4012 | Crematory operators | 0.0119% | 52,818 | 69,192 | 0.01 |
| 39-4021 | Funeral attendants | 0.1381% | 43,521 | 57,013 | 0.13 |
| 39-4031 | Morticians, undertakers, and funeral arrangers | 0.1021% | 54,169 | 70,961 | 0.10 |
| 39-5011 | Barbers | 0.0627% | 41,315 | 54,123 | 0.06 |
| 39-5012 | Hairdressers, hairstylists, and cosmetologists | 1.1965% | 48,035 | 62,926 | 1.17 |
| 39-5091 | Makeup artists, theatrical and performance | 0.0081% | 102,586 | 134,388 | 0.01 |
| 39-5092 | Manicurists and pedicurists | 0.6059% | 37,439 | 49,045 | 0.59 |
| 39-5093 | Shampooers | 0.0309% | 36,449 | 47,748 | 0.03 |
| 39-5094 | Skincare specialists | 0.2102% | 55,839 | 73,149 | 0.20 |
| 39-6011 | Baggage porters and bellhops | 0.0076% | 40,861 | 53,528 | 0.01 |
| 39-6012 | Concierges | 0.0203% | 44,335 | 58,079 | 0.02 |
| 39-7010 | Tour and travel guides | 0.0318% | 46,067 | 60,348 | 0.03 |
| 39-9011 | Childcare workers | 0.0030% | 41,294 | 54,095 | 0.00 |
| 39-9031 | Exercise trainers and group fitness instructors | 0.0415% | 63,230 | 82,831 | 0.04 |
| 39-9032 | Recreation workers | 0.0013% | 42,170 | 55,243 | 0.00 |
| 39-9099 | Personal care and service workers, all other | 0.0746% | 44,541 | 58,349 | 0.07 |
| 41-1011 | First-line supervisors of retail sales workers | 2.4422% | 56,699 | 74,276 | 2.38 |
| 41-1012 | First-line supervisors of non-retail sales workers | 0.1885% | 100,871 | 132,141 | 0.18 |
| 41-2011 | Cashiers | 3.0828% | 38,747 | 50,759 | 3.01 |
| 41-2021 | Counter and rental clerks | 0.7961% | 48,286 | 63,255 | 0.78 |
| 41-2022 | Parts salespersons | 0.9622% | 47,118 | 61,725 | 0.94 |
| 41-2031 | Retail salespersons | 10.3298% | 43,149 | 56,525 | 10.07 |
| 41-3011 | Advertising sales agents | 0.0004% | 85,596 | 112,131 | 0.00 |
| 41-3021 | Insurance sales agents | 0.0148% | 92,221 | 120,810 | 0.01 |
| 41-3031 | Securities, commodities, and financial services sales agents | 0.0085% | 104,478 | 136,866 | 0.01 |
| 41-3041 | Travel agents | 0.2055% | 58,621 | 76,794 | 0.20 |
| 41-3091 | Sales representatives of services, except advertising, insurance, financial | 0.8813% | 96,241 | 126,076 | 0.86 |
| 41-4011 | Sales representatives, wholesale and manufacturing, technical and scient | 0.0258% | 139,669 | 182,966 | 0.03 |
| 41-4012 | Sales representatives, wholesale and manufacturing, except technical and | 0.4237% | 87,187 | 114,215 | 0.41 |
| 41-9011 | Demonstrators and product promoters | 0.0051% | 47,924 | 62,780 | 0.00 |
| 41-9012 | Models | 0.0021% | 86,485 | 113,295 | 0.00 |
| 41-9022 | Real estate sales agents | 0.0004% | 75,312 | 98,659 | 0.00 |
| 41-9031 | Sales engineers | 0.0055% | 151,503 | 198,469 | 0.01 |
| 41-9041 | Telemarketers | 0.0081% | 42,447 | 55,606 | 0.01 |
| 41-9091 | Door-to-door sales workers, news and street vendors, and related workers | 0.0017% | 41,682 | 54,603 | 0.00 |
| 41-9099 | Sales and related workers, all other | 0.0945% | 67,716 | 88,708 | 0.09 |
| 43-1011 | First-line supervisors of office and administrative support workers | 0.4538% | 77,987 | 102,163 | 0.44 |
| 43-2011 | Switchboard operators, including answering service | 0.0042% | 54,302 | 71,136 | 0.00 |
| 43-2021 | Telephone operators | 0.0004% | 58,470 | 76,596 | 0.00 |
| 43-3011 | Bill and account collectors | 0.0157% | 55,468 | 72,663 | 0.02 |
| 43-3021 | Billing and posting clerks | 0.0466% | 55,014 | 72,068 | 0.05 |
| 43-3031 | Bookkeeping, accounting, and auditing clerks | 0.6254% | 58,439 | 76,555 | 0.61 |
| 43-3051 | Payroll and timekeeping clerks | 0.0356% | 63,658 | 83,392 | 0.03 |
| 43-3061 | Procurement clerks | 0.0208% | 55,055 | 72,122 | 0.02 |
| 43-3099 | Financial clerks, all other | 0.0034% | 58,789 | 77,014 | 0.00 |
| 43-4021 | Correspondence clerks | 0.0008% | 54,570 | 71,487 | 0.00 |
| 43-4031 | Court, municipal, and license clerks | 0.0008% | 63,958 | 83,785 | 0.00 |
| 43-4041 | Credit authorizers, checkers, and clerks | 0.0017% | 48,247 | 63,204 | 0.00 |
| 43-4051 | Customer service representatives | 1.7846% | 51,527 | 67,500 | 1.74 |
| 43-4071 | File clerks | 0.0127% | 48,154 | 63,082 | 0.01 |
| 43-4081 | Hotel, motel, and resort desk clerks | 0.0038% | 40,603 | 53,190 | 0.00 |
| 43-4131 | Loan interviewers and clerks | 0.0030% | 56,045 | 73,419 | 0.00 |
| 43-4151 | Order clerks | 0.0585% | 48,030 | 62,919 | 0.06 |
| 43-4161 | Human resources assistants, except payroll and timekeeping | 0.0119% | 56,561 | 74,095 | 0.01 |
| 43-4171 | Receptionists and information clerks | 0.5339% | 44,275 | 58,000 | 0.52 |
| 43-4181 | Reservation and transportation ticket agents and travel clerks | 0.0729% | 45,957 | 60,204 | 0.07 |
| 43-4199 | Information and record clerks, all other | 0.0131% | 57,716 | 75,608 | 0.01 |
| 43-5011 | Cargo and freight agents | 0.0004% | 59,016 | 77,311 | 0.00 |
| 43-5021 | Couriers and messengers | 0.0059% | 44,420 | 58,190 | 0.01 |
| 43-5032 | Dispatchers, except police, fire, and ambulance | 0.0551% | 55,447 | 72,636 | 0.05 |
| 43-5061 | Production, planning, and expediting clerks | 0.0767% | 65,010 | 85,163 | 0.07 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 43-5071 | Shipping, receiving, and inventory clerks | 0.7410% | $ 46,421 | 60,812 | 0.72 |
| 43-5111 | Weighers, measurers, checkers, and samplers, recordkeeping | 0.0038% | 46,957 | 61,514 | 0.00 |
| 43-6011 | Executive secretaries and executive administrative assistants | 0.0373% | 89,025 | 116,623 | 0.04 |
| 43-6013 | Medical secretaries and administrative assistants | 0.0008% | 53,466 | 70,040 | 0.00 |
| 43-6014 | Secretaries and administrative assistants, except legal, medical, and exe | 0.4140% | 55,323 | 72,473 | 0.40 |
| 43-9021 | Data entry keyers | 0.0186% | 49,763 | 65,190 | 0.02 |
| 43-9031 | Desktop publishers | 0.0004% | 73,706 | 96,555 | 0.00 |
| 43-9041 | Insurance claims and policy processing clerks | 0.0021% | 53,229 | 69,730 | 0.00 |
| 43-9051 | Mail clerks and mail machine operators, except postal service | 0.0008% | 45,802 | 60,001 | 0.00 |
| 43-9061 | Office clerks, general | 0.9037% | 50,217 | 65,784 | 0.88 |
| 43-9071 | Office machine operators, except computer | 0.0017% | 48,876 | 64,028 | 0.00 |
| 43-9199 | Office and administrative support workers, all other | 0.0280% | 55,158 | 72,257 | 0.03 |
| 45-1011 | First-line supervisors of farming, fishing, and forestry workers | 0.0051% | 61,654 | 80,767 | 0.00 |
| 45-2041 | Graders and sorters, agricultural products | 0.0004% | 36,886 | 48,321 | 0.00 |
| 45-2091 | Agricultural equipment operators | 0.0021% | 41,062 | 53,791 | 0.00 |
| 45-2092 | Farmworkers and laborers, crop, nursery, and greenhouse | 0.0737% | 37,625 | 49,289 | 0.07 |
| 45-2093 | Farmworkers, farm, ranch, and aquacultural animals | 0.0004% | 45,576 | 59,705 | 0.00 |
| 47-1011 | First-line supervisors of construction trades and extraction workers | 0.0165% | 98,673 | 129,262 | 0.02 |
| 47-2011 | Boilermakers | 0.0038% | 104,019 | 136,265 | 0.00 |
| 47-2022 | Stonemasons | 0.0008% | 65,594 | 85,928 | 0.00 |
| 47-2031 | Carpenters | 0.0263% | 75,280 | 98,617 | 0.03 |
| 47-2042 | Floor layers, except carpet, wood, and hard tiles | 0.0042% | 65,307 | 85,552 | 0.00 |
| 47-2044 | Tile and stone setters | 0.0034% | 61,449 | 80,498 | 0.00 |
| 47-2051 | Cement masons and concrete finishers | 0.0013% | 70,663 | 92,569 | 0.00 |
| 47-2061 | Construction laborers | 0.0157% | 63,316 | 82,944 | 0.02 |
| 47-2073 | Operating engineers and other construction equipment operators | 0.0042% | 90,783 | 118,926 | 0.00 |
| 47-2111 | Electricians | 0.0085% | 86,525 | 113,348 | 0.01 |
| 47-2121 | Glaziers | 0.0292% | 73,546 | 96,345 | 0.03 |
| 47-2131 | Insulation workers, floor, ceiling, and wall | 0.0008% | 67,667 | 88,644 | 0.00 |
| 47-2141 | Painters, construction and maintenance | 0.0051% | 62,608 | 82,016 | 0.00 |
| 47-2152 | Plumbers, pipefitters, and steamfitters | 0.0089% | 77,260 | 101,211 | 0.01 |
| 47-2181 | Roofers | 0.0004% | 70,796 | 92,743 | 0.00 |
| 47-2211 | Sheet metal workers | 0.0008% | 88,331 | 115,714 | 0.00 |
| 47-3012 | Helpers--carpenters | 0.0004% | 48,778 | 63,899 | 0.00 |
| 47-3014 | Helpers--painters, paperhangers, plasterers, and stucco masons | 0.0004% | 47,690 | 62,474 | 0.00 |
| 47-3019 | Helpers, construction trades, all other | 0.0042% | 49,824 | 65,269 | 0.00 |
| 47-4011 | Construction and building inspectors | 0.0017% | 98,971 | 129,652 | 0.00 |
| 47-4021 | Elevator and escalator installers and repairers | 0.0008% | 129,393 | 169,505 | 0.00 |
| 47-4031 | Fence erectors | 0.0038% | 50,922 | 66,708 | 0.00 |
| 47-5022 | Excavating and loading machine and dragline operators, surface mining | 0.0004% | 78,963 | 103,442 | 0.00 |
| 47-5032 | Explosives workers, ordnance handling experts, and blasters | 0.0004% | 75,947 | 99,491 | 0.00 |
| 47-5071 | Roustabouts, oil and gas | 0.0025% | 66,179 | 86,694 | 0.00 |
| 49-1011 | First-line supervisors of mechanics, installers, and repairers | 0.5724% | 95,440 | 125,026 | 0.56 |
| 49-2011 | Computer, automated teller, and office machine repairers | 0.2491% | 55,069 | 72,140 | 0.24 |
| 49-2021 | Radio, cellular, and tower equipment installers and repairers | 0.0102% | 84,238 | 110,352 | 0.01 |
| 49-2022 | Telecommunications equipment installers and repairers, except line instal | 0.0246% | 76,483 | 100,193 | 0.02 |
| 49-2091 | Avionics technicians | 0.0013% | 93,389 | 122,340 | 0.00 |
| 49-2092 | Electric motor, power tool, and related repairers | 0.0195% | 66,364 | 86,937 | 0.02 |
| 49-2093 | Electrical and electronics installers and repairers, transportation equipmer | 0.0034% | 89,620 | 117,402 | 0.00 |
| 49-2094 | Electrical and electronics repairers, commercial and industrial equipment | 0.0263% | 76,254 | 99,893 | 0.03 |
| 49-2095 | Electrical and electronics repairers, powerhouse, substation, and relay | 0.0021% | 119,268 | 156,241 | 0.00 |
| 49-2096 | Electronic equipment installers and repairers, motor vehicles | 0.0326% | 52,311 | 68,527 | 0.03 |
| 49-2097 | Audiovisual equipment installers and repairers | 0.0966% | 68,374 | 89,570 | 0.09 |
| 49-2098 | Security and fire alarm systems installers | 0.0008% | 70,986 | 92,992 | 0.00 |
| 49-3011 | Aircraft mechanics and service technicians | 0.0025% | 85,082 | 111,457 | 0.00 |
| 49-3021 | Automotive body and related repairers | 0.6178% | 63,054 | 82,601 | 0.60 |
| 49-3022 | Automotive glass installers and repairers | 0.0669% | 51,540 | 67,517 | 0.07 |
| 49-3023 | Automotive service technicians and mechanics | 2.4265% | 63,939 | 83,760 | 2.37 |
| 49-3031 | Bus and truck mechanics and diesel engine specialists | 0.3415% | 72,715 | 95,257 | 0.33 |
| 49-3041 | Farm equipment mechanics and service technicians | 0.0148% | 58,297 | 76,369 | 0.01 |
| 49-3042 | Mobile heavy equipment mechanics, except engines | 0.0521% | 84,155 | 110,243 | 0.05 |
| 49-3051 | Motorboat mechanics and service technicians | 0.0623% | 63,876 | 83,678 | 0.06 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 49-3052 | Motorcycle mechanics | 0.0593% | $ 56,496 | 74,010 | 0.06 |
| 49-3053 | Outdoor power equipment and other small engine mechanics | 0.0746% | 51,478 | 67,436 | 0.07 |
| 49-3091 | Bicycle repairers | 0.0025% | 47,605 | 62,363 | 0.00 |
| 49-3092 | Recreational vehicle service technicians | 0.0682% | 59,233 | 77,595 | 0.07 |
| 49-3093 | Tire repairers and changers | 0.4152% | 43,816 | 57,399 | 0.40 |
| 49-9011 | Mechanical door repairers | 0.0254% | 60,712 | 79,533 | 0.02 |
| 49-9012 | Control and valve installers and repairers, except mechanical door | 0.0042% | 96,481 | 126,390 | 0.00 |
| 49-9021 | Heating, air conditioning, and refrigeration mechanics and installers | 0.0458% | 72,923 | 95,529 | 0.04 |
| 49-9031 | Home appliance repairers | 0.1364% | 52,571 | 68,868 | 0.13 |
| 49-9041 | Industrial machinery mechanics | 0.2148% | 74,109 | 97,083 | 0.21 |
| 49-9043 | Maintenance workers, machinery | 0.0072% | 68,550 | 89,801 | 0.01 |
| 49-9044 | Millwrights | 0.0136% | 71,778 | 94,029 | 0.01 |
| 49-9051 | Electrical power-line installers and repairers | 0.0013% | 116,551 | 152,682 | 0.00 |
| 49-9062 | Medical equipment repairers | 0.0458% | 81,397 | 106,630 | 0.04 |
| 49-9063 | Musical instrument repairers and tuners | 0.0047% | 48,865 | 64,013 | 0.00 |
| 49-9064 | Watch and clock repairers | 0.0017% | 59,358 | 77,759 | 0.00 |
| 49-9069 | Precision instrument and equipment repairers, all other | 0.0114% | 71,372 | 93,497 | 0.01 |
| 49-9071 | Maintenance and repair workers, general | 0.3521% | 59,161 | 77,501 | 0.34 |
| 49-9081 | Wind turbine service technicians | 0.0102% | 98,188 | 128,626 | 0.01 |
| 49-9091 | Coin, vending, and amusement machine servicers and repairers | 0.0076% | 52,352 | 68,581 | 0.01 |
| 49-9094 | Locksmiths and safe repairers | 0.0017% | 65,188 | 85,396 | 0.00 |
| 49-9095 | Manufactured building and mobile home installers | 0.0055% | 52,748 | 69,100 | 0.01 |
| 49-9096 | Riggers | 0.0047% | 92,056 | 120,593 | 0.00 |
| 49-9098 | Helpers--installation, maintenance, and repair workers | 0.1233% | 44,316 | 58,054 | 0.12 |
| 49-9099 | Installation, maintenance, and repair workers, all other | 0.0835% | 56,693 | 74,268 | 0.08 |
| 51-1011 | First-line supervisors of production and operating workers | 0.1063% | 82,179 | 107,654 | 0.10 |
| 51-2021 | Coil winders, tapers, and finishers | 0.0034% | 47,162 | 61,782 | 0.00 |
| 51-2028 | Electrical, electronic, and electromechanical assemblers, except coil winc | 0.0081% | 50,824 | 66,579 | 0.01 |
| 51-2031 | Engine and other machine assemblers | 0.0034% | 51,000 | 66,810 | 0.00 |
| 51-2041 | Structural metal fabricators and fitters | 0.0034% | 57,776 | 75,687 | 0.00 |
| 51-2051 | Fiberglass laminators and fabricators | 0.0034% | 53,079 | 69,533 | 0.00 |
| 51-2090 | Miscellaneous assemblers and fabricators | 0.1008% | 47,948 | 62,812 | 0.10 |
| 51-3011 | Bakers | 0.2157% | 42,083 | 55,129 | 0.21 |
| 51-3021 | Butchers and meat cutters | 0.0703% | 44,421 | 58,192 | 0.07 |
| 51-3022 | Meat, poultry, and fish cutters and trimmers | 0.0008% | 38,886 | 50,941 | 0.00 |
| 51-3091 | Food and tobacco roasting, baking, and drying machine operators and ter | 0.0055% | 46,397 | 60,780 | 0.01 |
| 51-3092 | Food batchmakers | 0.0182% | 42,703 | 55,941 | 0.02 |
| 51-3093 | Food cooking machine operators and tenders | 0.0085% | 43,190 | 56,579 | 0.01 |
| 51-3099 | Food processing workers, all other | 0.0021% | 42,310 | 55,426 | 0.00 |
| 51-4021 | Extruding and drawing machine setters, operators, and tenders, metal and | 0.0004% | 47,028 | 61,607 | 0.00 |
| 51-4031 | Cutting, punching, and press machine setters, operators, and tenders, me | 0.0017% | 49,583 | 64,954 | 0.00 |
| 51-4033 | Grinding, lapping, polishing, and buffing machine tool setters, operators, a | 0.0004% | 46,997 | 61,566 | 0.00 |
| 51-4035 | Milling and planing machine setters, operators, and tenders, metal and pla | 0.0008% | 58,448 | 76,567 | 0.00 |
| 51-4041 | Machinists | 0.0411% | 62,359 | 81,690 | 0.04 |
| 51-4072 | Molding, coremaking, and casting machine setters, operators, and tender | 0.0008% | 47,700 | 62,487 | 0.00 |
| 51-4081 | Multiple machine tool setters, operators, and tenders, metal and plastic | 0.0055% | 45,807 | 60,007 | 0.01 |
| 51-4111 | Tool and die makers | 0.0008% | 71,969 | 94,279 | 0.00 |
| 51-4121 | Welders, cutters, solderers, and brazers | 0.0915% | 61,210 | 80,185 | 0.09 |
| 51-4122 | Welding, soldering, and brazing machine setters, operators, and tenders | 0.0017% | 51,331 | 67,244 | 0.00 |
| 51-4194 | Tool grinders, filers, and sharpeners | 0.0042% | 52,759 | 69,114 | 0.00 |
| 51-5111 | Prepress technicians and workers | 0.0008% | 54,176 | 70,971 | 0.00 |
| 51-5112 | Printing press operators | 0.0119% | 48,972 | 64,153 | 0.01 |
| 51-6011 | Laundry and dry-cleaning workers | 0.3923% | 39,093 | 51,212 | 0.38 |
| 51-6021 | Pressers, textile, garment, and related materials | 0.1110% | 38,514 | 50,453 | 0.11 |
| 51-6031 | Sewing machine operators | 0.0297% | 38,721 | 50,725 | 0.03 |
| 51-6041 | Shoe and leather workers and repairers | 0.0025% | 40,800 | 53,448 | 0.00 |
| 51-6051 | Sewers, hand | 0.0021% | 37,355 | 48,935 | 0.00 |
| 51-6052 | Tailors, dressmakers, and custom sewers | 0.0432% | 53,059 | 69,507 | 0.04 |
| 51-6062 | Textile cutting machine setters, operators, and tenders | 0.0004% | 40,903 | 53,583 | 0.00 |
| 51-6092 | Fabric and apparel patternmakers | 0.0004% | 73,034 | 95,675 | 0.00 |
| 51-6093 | Upholsterers | 0.0288% | 50,576 | 66,255 | 0.03 |
| 51-6099 | Textile, apparel, and furnishings workers, all other | 0.0055% | 39,507 | 51,754 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.1: Occupation Mix and Averages for Commercial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-7011 | Cabinetmakers and bench carpenters | 0.0093% | $ 51,755 | 67,799 | 0.01 |
| 51-7021 | Furniture finishers | 0.0076% | 51,372 | 67,297 | 0.01 |
| 51-7041 | Sawing machine setters, operators, and tenders, wood | 0.0034% | 45,517 | 59,627 | 0.00 |
| 51-7042 | Woodworking machine setters, operators, and tenders, except sawing | 0.0025% | 45,734 | 59,912 | 0.00 |
| 51-8021 | Stationary engineers and boiler operators | 0.0004% | 73,541 | 96,339 | 0.00 |
| 51-8031 | Water and wastewater treatment plant and system operators | 0.0008% | 84,321 | 110,461 | 0.00 |
| 51-9012 | Separating, filtering, clarifying, precipitating, and still machine setters, ope | 0.0216% | 64,459 | 84,441 | 0.02 |
| 51-9021 | Crushing, grinding, and polishing machine setters, operators, and tenders | 0.0013% | 46,986 | 61,552 | 0.00 |
| 51-9022 | Grinding and polishing workers, hand | 0.0038% | 47,493 | 62,216 | 0.00 |
| 51-9023 | Mixing and blending machine setters, operators, and tenders | 0.0025% | 54,000 | 70,740 | 0.00 |
| 51-9031 | Cutters and trimmers, hand | 0.0004% | 39,310 | 51,496 | 0.00 |
| 51-9032 | Cutting and slicing machine setters, operators, and tenders | 0.0030% | 46,831 | 61,349 | 0.00 |
| 51-9061 | Inspectors, testers, sorters, samplers, and weighers | 0.0703% | 56,628 | 74,183 | 0.07 |
| 51-9071 | Jewelers and precious stone and metal workers | 0.0064% | 59,234 | 77,597 | 0.01 |
| 51-9111 | Packaging and filling machine operators and tenders | 0.0085% | 44,400 | 58,164 | 0.01 |
| 51-9123 | Painting, coating, and decorating workers | 0.0021% | 53,038 | 69,480 | 0.00 |
| 51-9124 | Coating, painting, and spraying machine setters, operators, and tenders | 0.1407% | 57,641 | 75,510 | 0.14 |
| 51-9151 | Photographic process workers and processing machine operators | 0.0064% | 48,259 | 63,219 | 0.01 |
| 51-9161 | Computer numerically controlled tool operators | 0.0047% | 54,972 | 72,013 | 0.00 |
| 51-9162 | Computer numerically controlled tool programmers | 0.0004% | 81,766 | 107,113 | 0.00 |
| 51-9192 | Cleaning, washing, and metal pickling equipment operators and tenders | 0.0008% | 43,666 | 57,202 | 0.00 |
| 51-9194 | Etchers and engravers | 0.0076% | 48,269 | 63,232 | 0.01 |
| 51-9195 | Molders, shapers, and casters, except metal and plastic | 0.0047% | 53,038 | 69,480 | 0.00 |
| 51-9197 | Tire builders | 0.0017% | 48,631 | 63,707 | 0.00 |
| 51-9198 | Helpers--production workers | 0.0398% | 44,234 | 57,947 | 0.04 |
| 51-9199 | Production workers, all other | 0.0136% | 46,521 | 60,943 | 0.01 |
| 53-1047 | First-line supervisors of transportation and material moving workers, excep | 0.3957% | 69,553 | 91,114 | 0.39 |
| 53-2012 | Commercial pilots | 0.0004% | 161,474 | 211,531 | 0.00 |
| 53-3031 | Driver/sales workers | 1.1537% | 48,650 | 63,732 | 1.12 |
| 53-3032 | Heavy and tractor-trailer truck drivers | 0.2496% | 60,964 | 79,863 | 0.24 |
| 53-3033 | Light truck drivers | 0.9071% | 50,711 | 66,431 | 0.88 |
| 53-3051 | Bus drivers, school | 0.0004% | 56,810 | 74,421 | 0.00 |
| 53-3052 | Bus drivers, transit and intercity | 0.0064% | 68,570 | 89,827 | 0.01 |
| 53-3053 | Shuttle drivers and chauffeurs | 0.1301% | 44,977 | 58,920 | 0.13 |
| 53-3099 | Motor vehicle operators, all other | 0.0826% | 52,521 | 68,803 | 0.08 |
| 53-5011 | Sailors and marine oilers | 0.0008% | 64,427 | 84,399 | 0.00 |
| 53-5021 | Captains, mates, and pilots of water vessels | 0.0017% | 95,520 | 125,131 | 0.00 |
| 53-5022 | Motorboat operators | 0.0008% | 85,090 | 111,468 | 0.00 |
| 53-6021 | Parking attendants | 0.3834% | 39,809 | 52,150 | 0.37 |
| 53-6031 | Automotive and watercraft service attendants | 0.2712% | 42,257 | 55,357 | 0.26 |
| 53-6051 | Transportation inspectors | 0.0106% | 89,515 | 117,265 | 0.01 |
| 53-6099 | Transportation workers, all other | 0.0038% | 52,740 | 69,089 | 0.00 |
| 53-7011 | Conveyor operators and tenders | 0.0004% | 44,548 | 58,358 | 0.00 |
| 53-7021 | Crane and tower operators | 0.0025% | 69,940 | 91,621 | 0.00 |
| 53-7051 | Industrial truck and tractor operators | 0.1568% | 50,794 | 66,540 | 0.15 |
| 53-7061 | Cleaners of vehicles and equipment | 1.1309% | 40,238 | 52,712 | 1.10 |
| 53-7062 | Laborers and freight, stock, and material movers, hand | 1.1635% | 45,354 | 59,414 | 1.13 |
| 53-7063 | Machine feeders and offbearers | 0.0064% | 45,270 | 59,304 | 0.01 |
| 53-7064 | Packers and packagers, hand | 0.2207% | 41,347 | 54,165 | 0.22 |
| 53-7065 | Stockers and order fillers | 4.7522% | 44,653 | 58,495 | 4.63 |
| 53-7121 | Tank car, truck, and ship loaders | 0.0017% | 62,815 | 82,288 | 0.00 |
| 53-7199 | Material moving workers, all other | 0.0398% | 42,644 | 55,864 | 0.04 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 11-1011 | Chief Executives | 0.2424% | $271,228 | 355,309 | 0.24 |
| 11-1021 | General and operations managers | 2.9963% | 147,931 | 193,790 | 2.92 |
| 11-2011 | Advertising and promotions managers | 0.0352% | 179,337 | 234,931 | 0.03 |
| 11-2021 | Marketing managers | 0.5694% | 162,948 | 213,462 | 0.56 |
| 11-2022 | Sales managers | 0.5809% | 146,743 | 192,233 | 0.57 |
| 11-2032 | Public relations managers | 0.0833% | 170,640 | 223,538 | 0.08 |
| 11-2033 | Fundraising managers | 0.0089% | 157,949 | 206,913 | 0.01 |
| 11-3012 | Administrative services managers | 0.2567% | 116,567 | 152,703 | 0.25 |
| 11-3013 | Facilities managers | 0.0963% | 116,229 | 152,260 | 0.09 |
| 11-3021 | Computer and information systems managers | 0.9995% | 192,755 | 252,509 | 0.97 |
| 11-3031 | Financial managers | 1.3237% | 181,815 | 238,178 | 1.29 |
| 11-3051 | Industrial production managers | 0.1000% | 151,854 | 198,929 | 0.10 |
| 11-3061 | Purchasing managers | 0.0742% | 137,063 | 179,553 | 0.07 |
| 11-3071 | Transportation, storage, and distribution managers | 0.0786% | 119,199 | 156,151 | 0.08 |
| 11-3111 | Compensation and benefits managers | 0.0305% | 170,671 | 223,579 | 0.03 |
| 11-3121 | Human resources managers | 0.2730% | 158,799 | 208,027 | 0.27 |
| 11-3131 | Training and development managers | 0.0508% | 124,771 | 163,450 | 0.05 |
| 11-9013 | Farmers, ranchers, and other agricultural managers | 0.0022% | 116,608 | 152,756 | 0.00 |
| 11-9021 | Construction managers | 0.0823% | 144,930 | 189,858 | 0.08 |
| 11-9031 | Education and childcare administrators, preschool and daycare | 0.0012% | 78,657 | 103,041 | 0.00 |
| 11-9032 | Education administrators, kindergarten through secondary | 0.0030% | 140,023 | 183,430 | 0.00 |
| 11-9033 | Education administrators, postsecondary | 0.0007% | 141,888 | 185,873 | 0.00 |
| 11-9039 | Education administrators, all other | 0.0032% | 134,892 | 176,709 | 0.00 |
| 11-9041 | Architectural and engineering managers | 0.2964% | 180,207 | 236,071 | 0.29 |
| 11-9051 | Food service managers | 0.0601% | 85,325 | 111,776 | 0.06 |
| 11-9071 | Gambling managers | 0.0002% | 119,189 | 156,138 | 0.00 |
| 11-9072 | Entertainment and recreation managers, except gambling | 0.0039% | 101,735 | 133,273 | 0.00 |
| 11-9081 | Lodging managers | 0.0042% | 99,102 | 129,824 | 0.00 |
| 11-9111 | Medical and health services managers | 0.5033% | 176,929 | 231,777 | 0.49 |
| 11-9121 | Natural sciences managers | 0.1461% | 160,018 | 209,624 | 0.14 |
| 11-9141 | Property, real estate, and community association managers | 0.6263% | 77,069 | 100,960 | 0.61 |
| 11-9151 | Social and community service managers | 0.0414% | 88,736 | 116,244 | 0.04 |
| 11-9161 | Emergency management directors | 0.0015% | 134,779 | 176,560 | 0.00 |
| 11-9179 | Personal service managers, all other | 0.0017% | 83,287 | 109,106 | 0.00 |
| 11-9199 | Managers, all other | 0.6413% | 163,398 | 214,051 | 0.63 |
| 13-1011 | Agents and business managers of artists, performers, and athletes | 0.0020% | 139,767 | 183,095 | 0.00 |
| 13-1020 | Buyers and purchasing agents | 0.3215% | 86,708 | 113,587 | 0.31 |
| 13-1031 | Claims adjusters, examiners, and investigators | 0.6539% | 90,355 | 118,365 | 0.64 |
| 13-1032 | Insurance appraisers, auto damage | 0.0239% | 84,946 | 111,279 | 0.02 |
| 13-1041 | Compliance officers | 0.3676% | 91,574 | 119,962 | 0.36 |
| 13-1051 | Cost estimators | 0.0596% | 93,888 | 122,993 | 0.06 |
| 13-1071 | Human resources specialists | 1.2025% | 85,202 | 111,615 | 1.17 |
| 13-1075 | Labor relations specialists | 0.0148% | 113,647 | 148,878 | 0.01 |
| 13-1081 | Logisticians | 0.2003% | 90,887 | 119,062 | 0.20 |
| 13-1082 | Project management specialists | 1.2139% | 113,637 | 148,864 | 1.18 |
| 13-1111 | Management analysts | 1.4782% | 105,945 | 138,788 | 1.44 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 13-1121 | Meeting, convention, and event planners | 0.1022% | $ 67,318 | 88,187 | 0.10 |
| 13-1131 | Fundraisers | 0.0345% | 76,998 | 100,867 | 0.03 |
| 13-1141 | Compensation, benefits, and job analysis specialists | 0.1537% | 89,801 | 117,639 | 0.15 |
| 13-1151 | Training and development specialists | 0.3974% | 82,508 | 108,085 | 0.39 |
| 13-1161 | Market research analysts and marketing specialists | 1.2676% | 85,622 | 112,165 | 1.24 |
| 13-1199 | Business operations specialists, all other | 1.0530% | 98,232 | 128,684 | 1.03 |
| 13-2011 | Accountants and auditors | 2.2080% | 100,465 | 131,609 | 2.15 |
| 13-2020 | Property appraisers and assessors | 0.0749% | 109,089 | 142,907 | 0.07 |
| 13-2031 | Budget analysts | 0.0278% | 109,294 | 143,175 | 0.03 |
| 13-2041 | Credit analysts | 0.1619% | 82,867 | 108,556 | 0.16 |
| 13-2051 | Financial and investment analysts | 0.6593% | 101,325 | 132,736 | 0.64 |
| 13-2052 | Personal financial advisors | 0.6672% | 139,337 | 182,531 | 0.65 |
| 13-2053 | Insurance underwriters | 0.2858% | 93,929 | 123,047 | 0.28 |
| 13-2054 | Financial risk specialists | 0.1215% | 123,860 | 162,257 | 0.12 |
| 13-2061 | Financial examiners | 0.1188% | 112,326 | 147,147 | 0.12 |
| 13-2071 | Credit counselors | 0.0234% | 76,322 | 99,982 | 0.02 |
| 13-2072 | Loan officers | 0.7268% | 102,503 | 134,279 | 0.71 |
| 13-2082 | Tax preparers | 0.2077% | 72,460 | 94,923 | 0.20 |
| 13-2099 | Financial specialists, all other | 0.1449% | 95,220 | 124,738 | 0.14 |
| 15-1211 | Computer systems analysts | 0.8842% | 133,329 | 174,661 | 0.86 |
| 15-1212 | Information security analysts | 0.3550% | 144,981 | 189,925 | 0.35 |
| 15-1221 | Computer and information research scientists | 0.0468% | 193,081 | 252,936 | 0.05 |
| 15-1231 | Computer network support specialists | 0.2370% | 86,475 | 113,282 | 0.23 |
| 15-1232 | Computer user support specialists | 0.9810% | 82,365 | 107,898 | 0.96 |
| 15-1241 | Computer network architects | 0.3402% | 157,931 | 206,890 | 0.33 |
| 15-1242 | Database administrators | 0.1155% | 119,895 | 157,062 | 0.11 |
| 15-1243 | Database architects | 0.1116% | 167,573 | 219,521 | 0.11 |
| 15-1244 | Network and computer systems administrators | 0.4780% | 118,237 | 154,890 | 0.47 |
| 15-1251 | Computer programmers | 0.1946% | 128,425 | 168,237 | 0.19 |
| 15-1252 | Software developers | 3.0868% | 179,029 | 234,528 | 3.01 |
| 15-1253 | Software quality assurance analysts and testers | 0.3831% | 136,760 | 179,156 | 0.37 |
| 15-1254 | Web developers | 0.1387% | 125,160 | 163,960 | 0.14 |
| 15-1255 | Web and digital interface designers | 0.1646% | 141,324 | 185,134 | 0.16 |
| 15-1299 | Computer occupations, all other | 0.5497% | 130,465 | 170,909 | 0.54 |
| 15-2011 | Actuaries | 0.0697% | 131,928 | 172,826 | 0.07 |
| 15-2021 | Mathematicians | 0.0010% | 135,534 | 177,550 | 0.00 |
| 15-2031 | Operations research analysts | 0.1818% | 94,933 | 124,362 | 0.18 |
| 15-2041 | Statisticians | 0.0379% | 133,195 | 174,485 | 0.04 |
| 15-2051 | Data scientists | 0.3570% | 144,734 | 189,602 | 0.35 |
| 15-2099 | Mathematical science occupations, all other | 0.0057% | 143,034 | 187,375 | 0.01 |
| 17-1011 | Architects, except landscape and naval | 0.2481% | 124,428 | 163,001 | 0.24 |
| 17-1012 | Landscape architects | 0.0281% | 99,487 | 130,328 | 0.03 |
| 17-1021 | Cartographers and photogrammetrists | 0.0103% | 103,917 | 136,131 | 0.01 |
| 17-1022 | Surveyors | 0.0995% | 108,470 | 142,096 | 0.10 |
| 17-2011 | Aerospace engineers | 0.0648% | 147,371 | 193,056 | 0.06 |
| 17-2021 | Agricultural engineers | 0.0002% | 104,040 | 136,292 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 17-2031 | Bioengineers and biomedical engineers | 0.0278% | $121,657 | 159,371 | 0.03 |
| 17-2041 | Chemical engineers | 0.0187% | 123,862 | 162,259 | 0.02 |
| 17-2051 | Civil engineers | 0.4748% | 118,577 | 155,336 | 0.46 |
| 17-2061 | Computer hardware engineers | 0.1668% | 178,504 | 233,840 | 0.16 |
| 17-2071 | Electrical engineers | 0.2456% | 151,790 | 198,845 | 0.24 |
| 17-2072 | Electronics engineers, except computer | 0.1604% | 155,036 | 203,097 | 0.16 |
| 17-2081 | Environmental engineers | 0.0530% | 121,894 | 159,681 | 0.05 |
| 17-2111 | Health and safety engineers, except mining safety engineers and inspe | 0.0202% | 132,443 | 173,500 | 0.02 |
| 17-2112 | Industrial engineers | 0.3104% | 124,614 | 163,244 | 0.30 |
| 17-2121 | Marine engineers and naval architects | 0.0059% | 133,082 | 174,337 | 0.01 |
| 17-2131 | Materials engineers | 0.0276% | 126,829 | 166,146 | 0.03 |
| 17-2141 | Mechanical engineers | 0.3213% | 130,424 | 170,855 | 0.31 |
| 17-2151 | Mining and geological engineers, including mining safety engineers | 0.0081% | 130,970 | 171,571 | 0.01 |
| 17-2171 | Petroleum engineers | 0.0136% | 144,064 | 188,724 | 0.01 |
| 17-2199 | Engineers, all other | 0.1592% | 140,149 | 183,595 | 0.16 |
| 17-3011 | Architectural and civil drafters | 0.2094% | 76,637 | 100,394 | 0.20 |
| 17-3012 | Electrical and electronics drafters | 0.0291% | 78,728 | 103,134 | 0.03 |
| 17-3013 | Mechanical drafters | 0.0399% | 86,177 | 112,892 | 0.04 |
| 17-3021 | Aerospace engineering and operations technologists and technicians | 0.0123% | 96,499 | 126,414 | 0.01 |
| 17-3022 | Civil engineering technologists and technicians | 0.0825% | 83,622 | 109,545 | 0.08 |
| 17-3023 | Electrical and electronic engineering technologists and technicians | 0.1256% | 87,629 | 114,794 | 0.12 |
| 17-3024 | Electro-mechanical and mechatronics technologists and technicians | 0.0202% | 91,843 | 120,314 | 0.02 |
| 17-3025 | Environmental engineering technologists and technicians | 0.0207% | 75,308 | 98,653 | 0.02 |
| 17-3026 | Industrial engineering technologists and technicians | 0.0737% | 79,903 | 104,673 | 0.07 |
| 17-3027 | Mechanical engineering technologists and technicians | 0.0456% | 83,076 | 108,830 | 0.04 |
| 17-3028 | Calibration technologists and technicians | 0.0170% | 68,756 | 90,070 | 0.02 |
| 17-3029 | Engineering technologists and technicians, except drafters, all other | 0.0756% | 85,023 | 111,380 | 0.07 |
| 17-3031 | Surveying and mapping technicians | 0.1022% | 76,874 | 100,705 | 0.10 |
| 19-1011 | Animal scientists | 0.0015% | 133,587 | 174,999 | 0.00 |
| 19-1012 | Food scientists and technologists | 0.0113% | 92,523 | 121,205 | 0.01 |
| 19-1013 | Soil and plant scientists | 0.0143% | 94,398 | 123,661 | 0.01 |
| 19-1021 | Biochemists and biophysicists | 0.0574% | 141,509 | 185,377 | 0.06 |
| 19-1022 | Microbiologists | 0.0273% | 114,003 | 149,344 | 0.03 |
| 19-1023 | Zoologists and wildlife biologists | 0.0071% | 93,841 | 122,932 | 0.01 |
| 19-1029 | Biological scientists, all other | 0.0719% | 125,077 | 163,851 | 0.07 |
| 19-1031 | Conservation scientists | 0.0034% | 88,443 | 115,860 | 0.00 |
| 19-1032 | Foresters | 0.0025% | 87,990 | 115,267 | 0.00 |
| 19-1041 | Epidemiologists | 0.0037% | 105,483 | 138,183 | 0.00 |
| 19-1042 | Medical scientists, except epidemiologists | 0.1702% | 133,236 | 174,539 | 0.17 |
| 19-1099 | Life scientists, all other | 0.0074% | 140,366 | 183,879 | 0.01 |
| 19-2011 | Astronomers | 0.0027% | 149,957 | 196,444 | 0.00 |
| 19-2012 | Physicists | 0.0254% | 181,945 | 238,348 | 0.02 |
| 19-2021 | Atmospheric and space scientists | 0.0076% | 122,162 | 160,032 | 0.01 |
| 19-2031 | Chemists | 0.0882% | 108,749 | 142,461 | 0.09 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 19-2032 | Materials scientists | 0.0118% | $139,232 | 182,394 | 0.01 |
| 19-2041 | Environmental scientists and specialists, including health | 0.0806% | 105,442 | 138,129 | 0.08 |
| 19-2042 | Geoscientists, except hydrologists and geographers | 0.0352% | 111,602 | 146,199 | 0.03 |
| 19-2043 | Hydrologists | 0.0054% | 123,635 | 161,962 | 0.01 |
| 19-2099 | Physical scientists, all other | 0.0131% | 143,415 | 187,874 | 0.01 |
| 19-3011 | Economists | 0.0153% | 137,831 | 180,559 | 0.01 |
| 19-3022 | Survey researchers | 0.0131% | 76,771 | 100,570 | 0.01 |
| 19-3032 | Industrial-organizational psychologists | 0.0012% | 140,417 | 183,946 | 0.00 |
| 19-3033 | Clinical and counseling psychologists | 0.1146% | 136,410 | 178,697 | 0.11 |
| 19-3034 | School psychologists | 0.0032% | 113,147 | 148,223 | 0.00 |
| 19-3039 | Psychologists, all other | 0.0076% | 138,418 | 181,328 | 0.01 |
| 19-3041 | Sociologists | 0.0025% | 118,814 | 155,646 | 0.00 |
| 19-3051 | Urban and regional planners | 0.0128% | 111,180 | 145,646 | 0.01 |
| 19-3091 | Anthropologists and archeologists | 0.0121% | 79,254 | 103,823 | 0.01 |
| 19-3093 | Historians | 0.0010% | 95,552 | 125,173 | 0.00 |
| 19-3094 | Political scientists | 0.0022% | 131,310 | 172,016 | 0.00 |
| 19-3099 | Social scientists and related workers, all other | 0.0168% | 106,812 | 139,924 | 0.02 |
| 19-4012 | Agricultural technicians | 0.0133% | 48,924 | 64,090 | 0.01 |
| 19-4013 | Food science technicians | 0.0067% | 56,187 | 73,605 | 0.01 |
| 19-4021 | Biological technicians | 0.0825% | 69,302 | 90,786 | 0.08 |
| 19-4031 | Chemical technicians | 0.0549% | 63,079 | 82,633 | 0.05 |
| 19-4042 | Environmental science and protection technicians, including health | 0.0426% | 70,755 | 92,689 | 0.04 |
| 19-4043 | Geological technicians, except hydrologic technicians | 0.0143% | 88,629 | 116,104 | 0.01 |
| 19-4044 | Hydrologic technicians | 0.0010% | 72,063 | 94,403 | 0.00 |
| 19-4051 | Nuclear technicians | 0.0017% | 86,949 | 113,903 | 0.00 |
| 19-4061 | Social science research assistants | 0.0342% | 75,833 | 99,341 | 0.03 |
| 19-4071 | Forest and conservation technicians | 0.0032% | 62,616 | 82,027 | 0.00 |
| 19-4092 | Forensic science technicians | 0.0030% | 101,372 | 132,797 | 0.00 |
| 19-4099 | Life, physical, and social science technicians, all other | 0.0574% | 75,916 | 99,450 | 0.06 |
| 19-5011 | Occupational health and safety specialists | 0.0754% | 108,718 | 142,421 | 0.07 |
| 19-5012 | Occupational health and safety technicians | 0.0143% | 67,448 | 88,357 | 0.01 |
| 21-1012 | Educational, guidance, and career counselors and advisors | 0.0126% | 88,412 | 115,820 | 0.01 |
| 21-1013 | Marriage and family therapists | 0.0779% | 71,888 | 94,173 | 0.08 |
| 21-1015 | Rehabilitation counselors | 0.0153% | 48,914 | 64,077 | 0.01 |
| 21-1018 | Substance abuse, behavioral disorder, and mental health counselors | 0.4114% | 68,993 | 90,381 | 0.40 |
| 21-1019 | Counselors, all other | 0.0283% | 51,675 | 67,694 | 0.03 |
| 21-1021 | Child, family, and school social workers | 0.0463% | 71,434 | 93,579 | 0.05 |
| 21-1022 | Healthcare social workers | 0.1020% | 96,015 | 125,780 | 0.10 |
| 21-1023 | Mental health and substance abuse social workers | 0.1099% | 83,787 | 109,761 | 0.11 |
| 21-1029 | Social workers, all other | 0.0074% | 74,504 | 97,600 | 0.01 |
| 21-1091 | Health education specialists | 0.0419% | 78,770 | 103,189 | 0.04 |
| 21-1092 | Probation officers and correctional treatment specialists | 0.0022% | 105,318 | 137,967 | 0.00 |
| 21-1093 | Social and human service assistants | 0.1099% | 53,220 | 69,718 | 0.11 |
| 21-1094 | Community health workers | 0.0429% | 59,608 | 78,086 | 0.04 |
| 21-1099 | Community and social service specialists, all other | 0.0204% | 57,877 | 75,819 | 0.02 |
| 21-2011 | Clergy | 0.0039% | 85,785 | 112,378 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 21-2021 | Directors, religious activities and education | 0.0005% | $ 79,171 | 103,714 | 0.00 |
| 21-2099 | Religious workers, all other | 0.0002% | 54,395 | 71,257 | 0.00 |
| 23-1011 | Lawyers | 1.3287% | 220,320 | 288,619 | 1.30 |
| 23-2011 | Paralegals and legal assistants | 0.7487% | 81,603 | 106,900 | 0.73 |
| 23-2093 | Title examiners, abstractors, and searchers | 0.1192% | 87,094 | 114,093 | 0.12 |
| 23-2099 | Legal support workers, all other | 0.0416% | 86,527 | 113,350 | 0.04 |
| 25-1042 | Biological science teachers, postsecondary | 0.0010% | 136,914 | 179,357 | 0.00 |
| 25-1071 | Health specialties teachers, postsecondary | 0.0034% | 134,905 | 176,726 | 0.00 |
| 25-2011 | Preschool teachers, except special education | 0.0027% | 51,665 | 67,681 | 0.00 |
| 25-2051 | Special education teachers, preschool | 0.0034% | 85,322 | 111,772 | 0.00 |
| 25-2052 | Special education teachers, kindergarten and elementary school | 0.0007% | 92,265 | 120,867 | 0.00 |
| 25-2058 | Special education teachers, secondary school | 0.0005% | 108,450 | 142,070 | 0.00 |
| 25-2059 | Special education teachers, all other | 0.0059% | 93,532 | 122,527 | 0.01 |
| 25-3011 | Adult basic education, adult secondary education, and english as a se | 0.0010% | 98,611 | 129,180 | 0.00 |
| 25-3021 | Self-enrichment teachers | 0.0047% | 61,400 | 80,434 | 0.00 |
| 25-3031 | Substitute teachers, short-term | 0.1025% | 57,939 | 75,900 | 0.10 |
| 25-3041 | Tutors | 0.0052% | 50,882 | 66,655 | 0.01 |
| 25-3099 | Teachers and instructors, all other | 0.0106% | 87,804 | 115,023 | 0.01 |
| 25-4011 | Archivists | 0.0042% | 72,722 | 95,266 | 0.00 |
| 25-4012 | Curators | 0.0007% | 86,475 | 113,282 | 0.00 |
| 25-4022 | Librarians and media collections specialists | 0.0219% | 93,677 | 122,717 | 0.02 |
| 25-4031 | Library technicians | 0.0113% | 54,302 | 71,136 | 0.01 |
| 25-9021 | Farm and home management educators | 0.0007% | 92,554 | 121,246 | 0.00 |
| 25-9031 | Instructional coordinators | 0.0150% | 100,723 | 131,947 | 0.01 |
| 25-9045 | Teaching assistants, except postsecondary | 0.0069% | 46,442 | 60,839 | 0.01 |
| 25-9099 | Educational instruction and library workers, all other | 0.0027% | 69,034 | 90,435 | 0.00 |
| 27-1011 | Art directors | 0.0857% | 152,532 | 199,817 | 0.08 |
| 27-1012 | Craft artists | 0.0015% | 89,298 | 116,980 | 0.00 |
| 27-1013 | Fine artists, including painters, sculptors, and illustrators | 0.0039% | 117,454 | 153,865 | 0.00 |
| 27-1014 | Special effects artists and animators | 0.0485% | 137,646 | 180,316 | 0.05 |
| 27-1019 | Artists and related workers, all other | 0.0030% | 98,179 | 128,614 | 0.00 |
| 27-1021 | Commercial and industrial designers | 0.0281% | 97,200 | 127,332 | 0.03 |
| 27-1023 | Floral designers | 0.0030% | 44,082 | 57,747 | 0.00 |
| 27-1024 | Graphic designers | 0.2604% | 82,262 | 107,763 | 0.25 |
| 27-1025 | Interior designers | 0.1089% | 84,034 | 110,085 | 0.11 |
| 27-1026 | Merchandise displayers and window trimmers | 0.0589% | 45,061 | 59,030 | 0.06 |
| 27-1027 | Set and exhibit designers | 0.0086% | 88,113 | 115,428 | 0.01 |
| 27-1029 | Designers, all other | 0.0094% | 94,099 | 123,270 | 0.01 |
| 27-2012 | Producers and directors | 0.1865% | 137,007 | 179,479 | 0.18 |
| 27-2023 | Umpires, referees, and other sports officials | 0.0005% | 42,475 | 55,642 | 0.00 |
| 27-2041 | Music directors and composers | 0.0025% | 118,906 | 155,767 | 0.00 |

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**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 27-3023 | News analysts, reporters, and journalists | 0.0067% | $134,514 | 176,213 | 0.01 |
| 27-3031 | Public relations specialists | 0.2865% | 90,421 | 118,452 | 0.28 |
| 27-3041 | Editors | 0.0776% | 106,503 | 139,519 | 0.08 |
| 27-3042 | Technical writers | 0.0798% | 112,684 | 147,616 | 0.08 |
| 27-3043 | Writers and authors | 0.0567% | 111,922 | 146,618 | 0.06 |
| 27-3091 | Interpreters and translators | 0.0606% | 72,042 | 94,375 | 0.06 |
| 27-3092 | Court reporters and simultaneous captioners | 0.0091% | 101,352 | 132,771 | 0.01 |
| 27-3099 | Media and communication workers, all other | 0.0241% | 125,438 | 164,324 | 0.02 |
| 27-4011 | Audio and video technicians | 0.0562% | 74,484 | 97,574 | 0.05 |
| 27-4012 | Broadcast technicians | 0.0148% | 108,202 | 141,745 | 0.01 |
| 27-4014 | Sound engineering technicians | 0.0177% | 85,857 | 112,473 | 0.02 |
| 27-4015 | Lighting technicians | 0.0079% | 84,549 | 110,759 | 0.01 |
| 27-4021 | Photographers | 0.0769% | 77,791 | 101,906 | 0.07 |
| 27-4031 | Camera operators, television, video, and film | 0.0323% | 83,684 | 109,626 | 0.03 |
| 27-4032 | Film and video editors | 0.0515% | 104,669 | 137,116 | 0.05 |
| 27-4099 | Media and communication equipment workers, all other | 0.0091% | 80,933 | 106,022 | 0.01 |
| 29-1021 | Dentists, general | 0.2895% | 187,209 | 245,244 | 0.28 |
| 29-1022 | Oral and maxillofacial surgeons | 0.0089% | 228,520 | 299,361 | 0.01 |
| 29-1023 | Orthodontists | 0.0153% | 214,767 | 281,345 | 0.01 |
| 29-1029 | Dentists, all other specialists | 0.0084% | 257,150 | 336,867 | 0.01 |
| 29-1031 | Dietitians and nutritionists | 0.0668% | 87,114 | 114,119 | 0.07 |
| 29-1041 | Optometrists | 0.0850% | 141,478 | 185,336 | 0.08 |
| 29-1051 | Pharmacists | 0.0855% | 162,031 | 212,261 | 0.08 |
| 29-1071 | Physician assistants | 0.2525% | 158,610 | 207,779 | 0.25 |
| 29-1081 | Podiatrists | 0.0187% | 193,421 | 253,382 | 0.02 |
| 29-1122 | Occupational therapists | 0.1259% | 116,980 | 153,244 | 0.12 |
| 29-1123 | Physical therapists | 0.2883% | 117,722 | 154,216 | 0.28 |
| 29-1124 | Radiation therapists | 0.0136% | 157,663 | 206,539 | 0.01 |
| 29-1125 | Recreational therapists | 0.0027% | 92,368 | 121,002 | 0.00 |
| 29-1126 | Respiratory therapists | 0.0251% | 106,173 | 139,087 | 0.02 |
| 29-1127 | Speech-language pathologists | 0.1136% | 115,414 | 151,192 | 0.11 |
| 29-1128 | Exercise physiologists | 0.0049% | 51,201 | 67,073 | 0.00 |
| 29-1129 | Therapists, all other | 0.0150% | 92,420 | 121,070 | 0.01 |
| 29-1131 | Veterinarians | 0.1806% | 163,401 | 214,055 | 0.18 |
| 29-1141 | Registered nurses | 1.5844% | 141,849 | 185,822 | 1.54 |
| 29-1151 | Nurse anesthetists | 0.0756% | 258,499 | 338,634 | 0.07 |
| 29-1161 | Nurse midwives | 0.0126% | 189,290 | 247,970 | 0.01 |
| 29-1171 | Nurse practitioners | 0.4602% | 166,419 | 218,009 | 0.45 |
| 29-1181 | Audiologists | 0.0214% | 109,799 | 143,837 | 0.02 |
| 29-1211 | Anesthesiologists | 0.0680% | 466,611 | 611,260 | 0.07 |
| 29-1212 | Cardiologists | 0.0266% | 400,874 | 525,145 | 0.03 |
| 29-1213 | Dermatologists | 0.0283% | 322,794 | 422,860 | 0.03 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 29-1214 | Emergency medicine physicians | 0.0577% | $218,713 | 286,514 | 0.06 |
| 29-1215 | Family medicine physicians | 0.2121% | 259,241 | 339,606 | 0.21 |
| 29-1216 | General internal medicine physicians | 0.0981% | 283,420 | 371,280 | 0.10 |
| 29-1217 | Neurologists | 0.0155% | 199,860 | 261,817 | 0.02 |
| 29-1218 | Obstetricians and gynecologists | 0.0377% | 294,093 | 385,262 | 0.04 |
| 29-1221 | Pediatricians, general | 0.0638% | 214,973 | 281,615 | 0.06 |
| 29-1222 | Physicians, pathologists | 0.0192% | 272,438 | 356,894 | 0.02 |
| 29-1223 | Psychiatrists | 0.0288% | 296,977 | 389,040 | 0.03 |
| 29-1224 | Radiologists | 0.0618% | 268,904 | 352,264 | 0.06 |
| 29-1229 | Physicians, all other | 0.3730% | 257,201 | 336,933 | 0.36 |
| 29-1241 | Ophthalmologists, except pediatric | 0.0266% | 334,065 | 437,625 | 0.03 |
| 29-1242 | Orthopedic surgeons, except pediatric | 0.0303% | 356,523 | 467,045 | 0.03 |
| 29-1249 | Surgeons, all other | 0.0434% | 350,538 | 459,205 | 0.04 |
| 29-1291 | Acupuncturists | 0.0209% | 85,857 | 112,473 | 0.02 |
| 29-1292 | Dental hygienists | 0.5147% | 121,904 | 159,694 | 0.50 |
| 29-1299 | Healthcare diagnosing or treating practitioners, all other | 0.0074% | 125,582 | 164,512 | 0.01 |
| 29-2010 | Clinical laboratory technologists and technicians | 0.3516% | 75,782 | 99,274 | 0.34 |
| 29-2031 | Cardiovascular technologists and technicians | 0.0264% | 92,492 | 121,165 | 0.03 |
| 29-2032 | Diagnostic medical sonographers | 0.0796% | 126,375 | 165,551 | 0.08 |
| 29-2033 | Nuclear medicine technologists | 0.0103% | 148,854 | 194,999 | 0.01 |
| 29-2034 | Radiologic technologists and technicians | 0.1872% | 106,266 | 139,208 | 0.18 |
| 29-2035 | Magnetic resonance imaging technologists | 0.0382% | 118,144 | 154,769 | 0.04 |
| 29-2042 | Emergency medical technicians | 0.0204% | 53,674 | 70,313 | 0.02 |
| 29-2043 | Paramedics | 0.0069% | 71,980 | 94,294 | 0.01 |
| 29-2051 | Dietetic technicians | 0.0032% | 46,256 | 60,595 | 0.00 |
| 29-2052 | Pharmacy technicians | 0.0759% | 57,393 | 75,185 | 0.07 |
| 29-2053 | Psychiatric technicians | 0.0865% | 66,778 | 87,479 | 0.08 |
| 29-2055 | Surgical technologists | 0.0796% | 78,471 | 102,797 | 0.08 |
| 29-2056 | Veterinary technologists and technicians | 0.2811% | 57,424 | 75,225 | 0.27 |
| 29-2057 | Ophthalmic medical technicians | 0.1673% | 55,209 | 72,324 | 0.16 |
| 29-2061 | Licensed practical and licensed vocational nurses | 0.3829% | 78,893 | 103,350 | 0.37 |
| 29-2072 | Medical records specialists | 0.2538% | 66,005 | 86,467 | 0.25 |
| 29-2081 | Opticians, dispensing | 0.1027% | 61,771 | 80,920 | 0.10 |
| 29-2091 | Orthotists and prosthetists | 0.0116% | 95,943 | 125,685 | 0.01 |
| 29-2092 | Hearing aid specialists | 0.0012% | 72,640 | 95,158 | 0.00 |
| 29-2099 | Health technologists and technicians, all other | 0.2308% | 64,275 | 84,200 | 0.23 |
| 29-9021 | Health information technologists and medical registrars | 0.0308% | 104,082 | 136,347 | 0.03 |
| 29-9091 | Athletic trainers | 0.0222% | 75,040 | 98,302 | 0.02 |
| 29-9092 | Genetic counselors | 0.0030% | 142,725 | 186,970 | 0.00 |
| 29-9093 | Surgical assistants | 0.0239% | 57,362 | 75,144 | 0.02 |
| 29-9099 | Healthcare practitioners and technical workers, all other | 0.0241% | 86,352 | 113,121 | 0.02 |
| 31-1120 | Home health and personal care aides | 0.1850% | 36,305 | 47,560 | 0.18 |
| 31-1131 | Nursing assistants | 0.2449% | 48,520 | 63,561 | 0.24 |
| 31-1132 | Orderlies | 0.0106% | 52,107 | 68,260 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 31-1133 | Psychiatric aides | 0.0062% | $ 51,819 | 67,883 | 0.01 |
| 31-2011 | Occupational therapy assistants | 0.0564% | 82,011 | 107,434 | 0.06 |
| 31-2012 | Occupational therapy aides | 0.0052% | 40,490 | 53,042 | 0.01 |
| 31-2021 | Physical therapist assistants | 0.1456% | 80,094 | 104,923 | 0.14 |
| 31-2022 | Physical therapist aides | 0.0830% | 39,614 | 51,894 | 0.08 |
| 31-9011 | Massage therapists | 0.0729% | 58,426 | 76,538 | 0.07 |
| 31-9091 | Dental assistants | 0.8891% | 54,086 | 70,853 | 0.87 |
| 31-9092 | Medical assistants | 1.5009% | 52,468 | 68,733 | 1.46 |
| 31-9093 | Medical equipment preparers | 0.0389% | 63,683 | 83,425 | 0.04 |
| 31-9094 | Medical transcriptionists | 0.1040% | 44,953 | 58,888 | 0.10 |
| 31-9095 | Pharmacy aides | 0.0096% | 51,128 | 66,978 | 0.01 |
| 31-9096 | Veterinary assistants and laboratory animal caretakers | 0.2700% | 43,964 | 57,593 | 0.26 |
| 31-9097 | Phlebotomists | 0.1542% | 53,983 | 70,718 | 0.15 |
| 31-9099 | Healthcare support workers, all other | 0.0690% | 56,890 | 74,526 | 0.07 |
| 33-1011 | First-line supervisors of correctional officers | 0.0032% | 121,418 | 159,058 | 0.00 |
| 33-1021 | First-line supervisors of firefighting and prevention workers | 0.0074% | 138,839 | 181,879 | 0.01 |
| 33-1091 | First-line supervisors of security workers | 0.0808% | 62,704 | 82,142 | 0.08 |
| 33-1099 | First-line supervisors of protective service workers, all other | 0.0064% | 77,084 | 100,980 | 0.01 |
| 33-2011 | Firefighters | 0.0490% | 90,597 | 118,682 | 0.05 |
| 33-2021 | Fire inspectors and investigators | 0.0025% | 101,514 | 132,983 | 0.00 |
| 33-3012 | Correctional officers and jailers | 0.0310% | 91,278 | 119,574 | 0.03 |
| 33-3041 | Parking enforcement workers | 0.0005% | 67,878 | 88,920 | 0.00 |
| 33-9021 | Private detectives and investigators | 0.0237% | 65,848 | 86,261 | 0.02 |
| 33-9031 | Gambling surveillance officers and gambling investigators | 0.0002% | 43,613 | 57,133 | 0.00 |
| 33-9032 | Security guards | 1.9949% | 46,324 | 60,684 | 1.94 |
| 33-9091 | Crossing guards and flaggers | 0.1005% | 56,272 | 73,716 | 0.10 |
| 33-9092 | Lifeguards, ski patrol, and other recreational protective service workers | 0.0062% | 39,624 | 51,907 | 0.01 |
| 33-9094 | School bus monitors | 0.0010% | 40,748 | 53,380 | 0.00 |
| 33-9099 | Protective service workers, all other | 0.0239% | 47,170 | 61,793 | 0.02 |
| 35-1011 | Chefs and head cooks | 0.0574% | 69,219 | 90,677 | 0.06 |
| 35-1012 | First-line supervisors of food preparation and serving workers | 0.1466% | 49,231 | 64,493 | 0.14 |
| 35-2011 | Cooks, fast food | 0.0118% | 36,892 | 48,329 | 0.01 |
| 35-2012 | Cooks, institution and cafeteria | 0.1934% | 47,675 | 62,454 | 0.19 |
| 35-2014 | Cooks, restaurant | 0.0835% | 43,964 | 57,593 | 0.08 |
| 35-2015 | Cooks, short order | 0.0237% | 40,737 | 53,365 | 0.02 |
| 35-2019 | Cooks, all other | 0.0148% | 40,665 | 53,271 | 0.01 |
| 35-2021 | Food preparation workers | 0.1629% | 40,377 | 52,894 | 0.16 |
| 35-3011 | Bartenders | 0.0788% | 42,418 | 55,568 | 0.08 |
| 35-3023 | Fast food and counter workers | 0.4597% | 37,800 | 49,518 | 0.45 |
| 35-3031 | Waiters and waitresses | 0.1855% | 44,531 | 58,336 | 0.18 |
| 35-3041 | Food servers, nonrestaurant | 0.1072% | 42,438 | 55,594 | 0.10 |
| 35-9011 | Dining room and cafeteria attendants and bartender helpers | 0.0776% | 38,552 | 50,503 | 0.08 |
| 35-9021 | Dishwashers | 0.0951% | 38,964 | 51,043 | 0.09 |
| 35-9031 | Hosts and hostesses, restaurant, lounge, and coffee shop | 0.0160% | 39,892 | 52,259 | 0.02 |
| 35-9099 | Food preparation and serving related workers, all other | 0.0241% | 41,521 | 54,393 | 0.02 |
| 37-1011 | First-line supervisors of housekeeping and janitorial workers | 0.1791% | 59,714 | 78,225 | 0.17 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 37-1012 | First-line supervisors of landscaping, lawn service, and groundskeeping | 0.2143% | $ 65,683 | 86,045 | 0.21 |
| 37-2011 | Janitors and cleaners, except maids and housekeeping cleaners | 2.7320% | 43,149 | 56,525 | 2.66 |
| 37-2012 | Maids and housekeeping cleaners | 0.4528% | 44,912 | 58,835 | 0.44 |
| 37-2019 | Building cleaning workers, all other | 0.0234% | 44,613 | 58,443 | 0.02 |
| 37-2021 | Pest control workers | 0.2272% | 47,788 | 62,602 | 0.22 |
| 37-3011 | Landscaping and groundskeeping workers | 1.5098% | 46,056 | 60,333 | 1.47 |
| 37-3012 | Pesticide handlers, sprayers, and applicators, vegetation | 0.0308% | 49,108 | 64,331 | 0.03 |
| 37-3013 | Tree trimmers and pruners | 0.1074% | 67,435 | 88,340 | 0.10 |
| 37-3019 | Grounds maintenance workers, all other | 0.0111% | 52,612 | 68,922 | 0.01 |
| 39-1014 | First-line supervisors of entertainment and recreation workers, except s | 0.0214% | 55,364 | 72,527 | 0.02 |
| 39-1022 | First-line supervisors of personal service workers | 0.0108% | 56,354 | 73,824 | 0.01 |
| 39-2011 | Animal trainers | 0.0015% | 47,633 | 62,399 | 0.00 |
| 39-2021 | Animal caretakers | 0.1015% | 40,933 | 53,622 | 0.10 |
| 39-3021 | Motion picture projectionists | 0.0052% | 99,565 | 130,430 | 0.01 |
| 39-3031 | Ushers, lobby attendants, and ticket takers | 0.1663% | 37,593 | 49,247 | 0.16 |
| 39-3091 | Amusement and recreation attendants | 0.0140% | 37,779 | 49,490 | 0.01 |
| 39-3092 | Costume attendants | 0.0042% | 72,558 | 95,051 | 0.00 |
| 39-3093 | Locker room, coatroom, and dressing room attendants | 0.0020% | 44,294 | 58,025 | 0.00 |
| 39-3099 | Entertainment attendants and related workers, all other | 0.0015% | 40,603 | 53,190 | 0.00 |
| 39-4021 | Funeral attendants | 0.0005% | 43,521 | 57,013 | 0.00 |
| 39-5012 | Hairdressers, hairstylists, and cosmetologists | 0.0069% | 48,035 | 62,926 | 0.01 |
| 39-5091 | Makeup artists, theatrical and performance | 0.0034% | 102,586 | 134,388 | 0.00 |
| 39-5094 | Skincare specialists | 0.0234% | 55,839 | 73,149 | 0.02 |
| 39-6011 | Baggage porters and bellhops | 0.0052% | 40,861 | 53,528 | 0.01 |
| 39-6012 | Concierges | 0.0293% | 44,335 | 58,079 | 0.03 |
| 39-7010 | Tour and travel guides | 0.0030% | 46,067 | 60,348 | 0.00 |
| 39-9011 | Childcare workers | 0.0074% | 41,294 | 54,095 | 0.01 |
| 39-9031 | Exercise trainers and group fitness instructors | 0.0118% | 63,230 | 82,831 | 0.01 |
| 39-9032 | Recreation workers | 0.0136% | 42,170 | 55,243 | 0.01 |
| 39-9041 | Residential advisors | 0.0113% | 49,190 | 64,439 | 0.01 |
| 39-9099 | Personal care and service workers, all other | 0.0027% | 44,541 | 58,349 | 0.00 |
| 41-1011 | First-line supervisors of retail sales workers | 0.0769% | 56,699 | 74,276 | 0.07 |
| 41-1012 | First-line supervisors of non-retail sales workers | 0.2481% | 100,871 | 132,141 | 0.24 |
| 41-2011 | Cashiers | 0.1407% | 38,747 | 50,759 | 0.14 |
| 41-2021 | Counter and rental clerks | 0.2981% | 48,286 | 63,255 | 0.29 |
| 41-2022 | Parts salespersons | 0.0032% | 47,118 | 61,725 | 0.00 |
| 41-2031 | Retail salespersons | 0.2313% | 43,149 | 56,525 | 0.23 |
| 41-3011 | Advertising sales agents | 0.1592% | 85,596 | 112,131 | 0.16 |
| 41-3021 | Insurance sales agents | 1.1658% | 92,221 | 120,810 | 1.14 |
| 41-3031 | Securities, commodities, and financial services sales agents | 1.1860% | 104,478 | 136,866 | 1.16 |
| 41-3041 | Travel agents | 0.0012% | 58,621 | 76,794 | 0.00 |
| 41-3091 | Sales representatives of services, except advertising, insurance, financ | 1.5154% | 96,241 | 126,076 | 1.48 |
| 41-4011 | Sales representatives, wholesale and manufacturing, technical and sci | 0.1850% | 139,669 | 182,966 | 0.18 |
| 41-4012 | Sales representatives, wholesale and manufacturing, except technical | 0.2575% | 87,187 | 114,215 | 0.25 |
| 41-9011 | Demonstrators and product promoters | 0.0503% | 47,924 | 62,780 | 0.05 |
| 41-9012 | Models | 0.0002% | 86,485 | 113,295 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 41-9021 | Real estate brokers | 0.1220% | $ 102,607 | 134,415 | 0.12 |
| 41-9022 | Real estate sales agents | 0.4250% | 75,312 | 98,659 | 0.41 |
| 41-9031 | Sales engineers | 0.0749% | 151,503 | 198,469 | 0.07 |
| 41-9041 | Telemarketers | 0.1658% | 42,447 | 55,606 | 0.16 |
| 41-9091 | Door-to-door sales workers, news and street vendors, and related work | 0.0069% | 41,682 | 54,603 | 0.01 |
| 41-9099 | Sales and related workers, all other | 0.0988% | 67,716 | 88,708 | 0.10 |
| 43-1011 | First-line supervisors of office and administrative support workers | 1.7278% | 77,987 | 102,163 | 1.68 |
| 43-2011 | Switchboard operators, including answering service | 0.0544% | 54,302 | 71,136 | 0.05 |
| 43-2021 | Telephone operators | 0.0039% | 58,470 | 76,596 | 0.00 |
| 43-3011 | Bill and account collectors | 0.3442% | 55,468 | 72,663 | 0.34 |
| 43-3021 | Billing and posting clerks | 0.6982% | 55,014 | 72,068 | 0.68 |
| 43-3031 | Bookkeeping, accounting, and auditing clerks | 1.4891% | 58,439 | 76,555 | 1.45 |
| 43-3051 | Payroll and timekeeping clerks | 0.1784% | 63,658 | 83,392 | 0.17 |
| 43-3061 | Procurement clerks | 0.0288% | 55,055 | 72,122 | 0.03 |
| 43-3071 | Tellers | 0.8581% | 45,843 | 60,054 | 0.84 |
| 43-3099 | Financial clerks, all other | 0.0848% | 58,789 | 77,014 | 0.08 |
| 43-4011 | Brokerage clerks | 0.1116% | 69,074 | 90,487 | 0.11 |
| 43-4021 | Correspondence clerks | 0.0052% | 54,570 | 71,487 | 0.01 |
| 43-4031 | Court, municipal, and license clerks | 0.0052% | 63,958 | 83,785 | 0.01 |
| 43-4041 | Credit authorizers, checkers, and clerks | 0.0222% | 48,247 | 63,204 | 0.02 |
| 43-4051 | Customer service representatives | 3.7165% | 51,527 | 67,500 | 3.62 |
| 43-4061 | Eligibility interviewers, government programs | 0.0116% | 63,204 | 82,797 | 0.01 |
| 43-4071 | File clerks | 0.1030% | 48,154 | 63,082 | 0.10 |
| 43-4081 | Hotel, motel, and resort desk clerks | 0.0165% | 40,603 | 53,190 | 0.02 |
| 43-4111 | Interviewers, except eligibility and loan | 0.1385% | 53,786 | 70,460 | 0.13 |
| 43-4121 | Library assistants, clerical | 0.0190% | 49,608 | 64,986 | 0.02 |
| 43-4131 | Loan interviewers and clerks | 0.4999% | 56,045 | 73,419 | 0.49 |
| 43-4141 | New accounts clerks | 0.1022% | 54,931 | 71,960 | 0.10 |
| 43-4151 | Order clerks | 0.0453% | 48,030 | 62,919 | 0.04 |
| 43-4161 | Human resources assistants, except payroll and timekeeping | 0.0968% | 56,561 | 74,095 | 0.09 |
| 43-4171 | Receptionists and information clerks | 1.4302% | 44,275 | 58,000 | 1.39 |
| 43-4181 | Reservation and transportation ticket agents and travel clerks | 0.0089% | 45,957 | 60,204 | 0.01 |
| 43-4199 | Information and record clerks, all other | 0.0636% | 57,716 | 75,608 | 0.06 |
| 43-5011 | Cargo and freight agents | 0.0153% | 59,016 | 77,311 | 0.01 |
| 43-5021 | Couriers and messengers | 0.0862% | 44,420 | 58,190 | 0.08 |
| 43-5031 | Public safety telecommunicators | 0.0017% | 78,988 | 103,474 | 0.00 |
| 43-5032 | Dispatchers, except police, fire, and ambulance | 0.0717% | 55,447 | 72,636 | 0.07 |
| 43-5041 | Meter readers, utilities | 0.0039% | 74,242 | 97,257 | 0.00 |
| 43-5061 | Production, planning, and expediting clerks | 0.2902% | 65,010 | 85,163 | 0.28 |
| 43-5071 | Shipping, receiving, and inventory clerks | 0.2806% | 46,421 | 60,812 | 0.27 |
| 43-5111 | Weighers, measurers, checkers, and samplers, recordkeeping | 0.0163% | 46,957 | 61,514 | 0.02 |
| 43-6011 | Executive secretaries and executive administrative assistants | 0.5415% | 89,025 | 116,623 | 0.53 |
| 43-6012 | Legal secretaries and administrative assistants | 0.3262% | 67,733 | 88,730 | 0.32 |
| 43-6013 | Medical secretaries and administrative assistants | 1.2641% | 53,466 | 70,040 | 1.23 |
| 43-6014 | Secretaries and administrative assistants, except legal, medical, and e | 1.4400% | 55,323 | 72,473 | 1.40 |
| 43-9021 | Data entry keyers | 0.2037% | 49,763 | 65,190 | 0.20 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 43-9022 | Word processors and typists | 0.0121% | $ 52,373 | 68,609 | 0.01 |
| 43-9031 | Desktop publishers | 0.0025% | 73,706 | 96,555 | 0.00 |
| 43-9041 | Insurance claims and policy processing clerks | 0.6258% | 53,229 | 69,730 | 0.61 |
| 43-9051 | Mail clerks and mail machine operators, except postal service | 0.0995% | 45,802 | 60,001 | 0.10 |
| 43-9061 | Office clerks, general | 2.0099% | 50,217 | 65,784 | 1.96 |
| 43-9071 | Office machine operators, except computer | 0.0411% | 48,876 | 64,028 | 0.04 |
| 43-9081 | Proofreaders and copy markers | 0.0062% | 67,805 | 88,825 | 0.01 |
| 43-9111 | Statistical assistants | 0.0094% | 75,449 | 98,838 | 0.01 |
| 43-9199 | Office and administrative support workers, all other | 0.1148% | 55,158 | 72,257 | 0.11 |
| 45-1011 | First-line supervisors of farming, fishing, and forestry workers | 0.0042% | 61,654 | 80,767 | 0.00 |
| 45-2011 | Agricultural inspectors | 0.0022% | 58,638 | 76,816 | 0.00 |
| 45-2041 | Graders and sorters, agricultural products | 0.0027% | 36,886 | 48,321 | 0.00 |
| 45-2091 | Agricultural equipment operators | 0.0012% | 41,062 | 53,791 | 0.00 |
| 45-2092 | Farmworkers and laborers, crop, nursery, and greenhouse | 0.0298% | 37,625 | 49,289 | 0.03 |
| 45-2093 | Farmworkers, farm, ranch, and aquacultural animals | 0.0030% | 45,576 | 59,705 | 0.00 |
| 45-2099 | Agricultural workers, all other | 0.0012% | 57,509 | 75,337 | 0.00 |
| 45-4021 | Fallers | 0.0034% | 90,045 | 117,959 | 0.00 |
| 45-4023 | Log graders and scalers | 0.0007% | 51,127 | 66,976 | 0.00 |
| 47-1011 | First-line supervisors of construction trades and extraction workers | 0.0700% | 98,673 | 129,262 | 0.07 |
| 47-2011 | Boilermakers | 0.0015% | 104,019 | 136,265 | 0.00 |
| 47-2021 | Brickmasons and blockmasons | 0.0022% | 69,083 | 90,499 | 0.00 |
| 47-2022 | Stonemasons | 0.0002% | 65,594 | 85,928 | 0.00 |
| 47-2031 | Carpenters | 0.0665% | 75,280 | 98,617 | 0.06 |
| 47-2041 | Carpet installers | 0.0002% | 57,365 | 75,148 | 0.00 |
| 47-2042 | Floor layers, except carpet, wood, and hard tiles | 0.0002% | 65,307 | 85,552 | 0.00 |
| 47-2043 | Floor sanders and finishers | 0.0002% | 67,851 | 88,885 | 0.00 |
| 47-2044 | Tile and stone setters | 0.0002% | 61,449 | 80,498 | 0.00 |
| 47-2051 | Cement masons and concrete finishers | 0.0131% | 70,663 | 92,569 | 0.01 |
| 47-2061 | Construction laborers | 0.1897% | 63,316 | 82,944 | 0.18 |
| 47-2071 | Paving, surfacing, and tamping equipment operators | 0.0017% | 86,515 | 113,335 | 0.00 |
| 47-2073 | Operating engineers and other construction equipment operators | 0.0448% | 90,783 | 118,926 | 0.04 |
| 47-2081 | Drywall and ceiling tile installers | 0.0017% | 77,014 | 100,888 | 0.00 |
| 47-2111 | Electricians | 0.0976% | 86,525 | 113,348 | 0.10 |
| 47-2121 | Glaziers | 0.0007% | 73,546 | 96,345 | 0.00 |
| 47-2131 | Insulation workers, floor, ceiling, and wall | 0.0007% | 67,667 | 88,644 | 0.00 |
| 47-2132 | Insulation workers, mechanical | 0.0002% | 106,071 | 138,953 | 0.00 |
| 47-2141 | Painters, construction and maintenance | 0.0283% | 62,608 | 82,016 | 0.03 |
| 47-2142 | Paperhangers | 0.0020% | 61,685 | 80,807 | 0.00 |
| 47-2151 | Pipelayers | 0.0010% | 75,629 | 99,074 | 0.00 |
| 47-2152 | Plumbers, pipefitters, and steamfitters | 0.0431% | 77,260 | 101,211 | 0.04 |
| 47-2171 | Reinforcing iron and rebar workers | 0.0022% | 67,831 | 88,859 | 0.00 |
| 47-2181 | Roofers | 0.0012% | 70,796 | 92,743 | 0.00 |
| 47-2211 | Sheet metal workers | 0.0005% | 88,331 | 115,714 | 0.00 |
| 47-2221 | Structural iron and steel workers | 0.0020% | 79,897 | 104,665 | 0.00 |
| 47-2231 | Solar photovoltaic installers | 0.0089% | 58,176 | 76,211 | 0.01 |
| 47-3012 | Helpers--carpenters | 0.0027% | 48,778 | 63,899 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 47-3013 | Helpers--electricians | 0.0042% | $ 45,176 | 59,181 | 0.00 |
| 47-3014 | Helpers--painters, paperhangers, plasterers, and stucco masons | 0.0005% | 47,690 | 62,474 | 0.00 |
| 47-3015 | Helpers--pipelayers, plumbers, pipefitters, and steamfitters | 0.0012% | 48,706 | 63,805 | 0.00 |
| 47-3019 | Helpers, construction trades, all other | 0.0015% | 49,824 | 65,269 | 0.00 |
| 47-4011 | Construction and building inspectors | 0.1377% | 98,971 | 129,652 | 0.13 |
| 47-4031 | Fence erectors | 0.0002% | 50,922 | 66,708 | 0.00 |
| 47-4041 | Hazardous materials removal workers | 0.0081% | 59,941 | 78,523 | 0.01 |
| 47-4051 | Highway maintenance workers | 0.0020% | 61,788 | 80,942 | 0.00 |
| 47-4071 | Septic tank servicers and sewer pipe cleaners | 0.0012% | 53,261 | 69,772 | 0.00 |
| 47-4090 | Miscellaneous construction and related workers | 0.0064% | 77,978 | 102,151 | 0.01 |
| 47-5012 | Rotary drill operators, oil and gas | 0.0005% | 71,135 | 93,187 | 0.00 |
| 47-5013 | Service unit operators, oil and gas | 0.0002% | 63,593 | 83,307 | 0.00 |
| 47-5022 | Excavating and loading machine and dragline operators, surface minin | 0.0002% | 78,963 | 103,442 | 0.00 |
| 47-5023 | Earth drillers, except oil and gas | 0.0039% | 64,845 | 84,947 | 0.00 |
| 47-5032 | Explosives workers, ordnance handling experts, and blasters | 0.0005% | 75,947 | 99,491 | 0.00 |
| 47-5049 | Underground mining machine operators, all other | 0.0002% | 67,421 | 88,322 | 0.00 |
| 47-5071 | Roustabouts, oil and gas | 0.0005% | 66,179 | 86,694 | 0.00 |
| 47-5081 | Helpers--extraction workers | 0.0010% | 57,078 | 74,772 | 0.00 |
| 49-1011 | First-line supervisors of mechanics, installers, and repairers | 0.2506% | 95,440 | 125,026 | 0.24 |
| 49-2011 | Computer, automated teller, and office machine repairers | 0.0283% | 55,069 | 72,140 | 0.03 |
| 49-2021 | Radio, cellular, and tower equipment installers and repairers | 0.0106% | 84,238 | 110,352 | 0.01 |
| 49-2022 | Telecommunications equipment installers and repairers, except line in | 0.2961% | 76,483 | 100,193 | 0.29 |
| 49-2091 | Avionics technicians | 0.0037% | 93,389 | 122,340 | 0.00 |
| 49-2092 | Electric motor, power tool, and related repairers | 0.0052% | 66,364 | 86,937 | 0.01 |
| 49-2093 | Electrical and electronics installers and repairers, transportation equip | 0.0005% | 89,620 | 117,402 | 0.00 |
| 49-2094 | Electrical and electronics repairers, commercial and industrial equipme | 0.0271% | 76,254 | 99,893 | 0.03 |
| 49-2095 | Electrical and electronics repairers, powerhouse, substation, and relay | 0.0042% | 119,268 | 156,241 | 0.00 |
| 49-2097 | Audiovisual equipment installers and repairers | 0.0042% | 68,374 | 89,570 | 0.00 |
| 49-2098 | Security and fire alarm systems installers | 0.1330% | 70,986 | 92,992 | 0.13 |
| 49-3011 | Aircraft mechanics and service technicians | 0.0177% | 85,082 | 111,457 | 0.02 |
| 49-3021 | Automotive body and related repairers | 0.0020% | 63,054 | 82,601 | 0.00 |
| 49-3022 | Automotive glass installers and repairers | 0.0002% | 51,540 | 67,517 | 0.00 |
| 49-3023 | Automotive service technicians and mechanics | 0.0222% | 63,939 | 83,760 | 0.02 |
| 49-3031 | Bus and truck mechanics and diesel engine specialists | 0.0148% | 72,715 | 95,257 | 0.01 |
| 49-3041 | Farm equipment mechanics and service technicians | 0.0015% | 58,297 | 76,369 | 0.00 |
| 49-3042 | Mobile heavy equipment mechanics, except engines | 0.0138% | 84,155 | 110,243 | 0.01 |
| 49-3051 | Motorboat mechanics and service technicians | 0.0002% | 63,876 | 83,678 | 0.00 |
| 49-3053 | Outdoor power equipment and other small engine mechanics | 0.0143% | 51,478 | 67,436 | 0.01 |
| 49-3093 | Tire repairers and changers | 0.0017% | 43,816 | 57,399 | 0.00 |
| 49-9012 | Control and valve installers and repairers, except mechanical door | 0.0064% | 96,481 | 126,390 | 0.01 |
| 49-9021 | Heating, air conditioning, and refrigeration mechanics and installers | 0.0392% | 72,923 | 95,529 | 0.04 |
| 49-9031 | Home appliance repairers | 0.0012% | 52,571 | 68,868 | 0.00 |
| 49-9041 | Industrial machinery mechanics | 0.0623% | 74,109 | 97,083 | 0.06 |
| 49-9043 | Maintenance workers, machinery | 0.0128% | 68,550 | 89,801 | 0.01 |
| 49-9044 | Millwrights | 0.0047% | 71,778 | 94,029 | 0.00 |
| 49-9051 | Electrical power-line installers and repairers | 0.0030% | 116,551 | 152,682 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 49-9052 | Telecommunications line installers and repairers | 0.1594% | $ 81,657 | 106,971 | 0.16 |
| 49-9062 | Medical equipment repairers | 0.0241% | 81,397 | 106,630 | 0.02 |
| 49-9069 | Precision instrument and equipment repairers, all other | 0.0034% | 71,372 | 93,497 | 0.00 |
| 49-9071 | Maintenance and repair workers, general | 1.1986% | 59,161 | 77,501 | 1.17 |
| 49-9081 | Wind turbine service technicians | 0.0012% | 98,188 | 128,626 | 0.00 |
| 49-9091 | Coin, vending, and amusement machine servicers and repairers | 0.0039% | 52,352 | 68,581 | 0.00 |
| 49-9092 | Commercial divers | 0.0032% | 139,818 | 183,162 | 0.00 |
| 49-9094 | Locksmiths and safe repairers | 0.0256% | 65,188 | 85,396 | 0.02 |
| 49-9096 | Riggers | 0.0079% | 92,056 | 120,593 | 0.01 |
| 49-9098 | Helpers--installation, maintenance, and repair workers | 0.0177% | 44,316 | 58,054 | 0.02 |
| 49-9099 | Installation, maintenance, and repair workers, all other | 0.0870% | 56,693 | 74,268 | 0.08 |
| 51-1011 | First-line supervisors of production and operating workers | 0.1673% | 82,179 | 107,654 | 0.16 |
| 51-2011 | Aircraft structure, surfaces, rigging, and systems assemblers | 0.0054% | 64,221 | 84,130 | 0.01 |
| 51-2021 | Coil winders, tapers, and finishers | 0.0118% | 47,162 | 61,782 | 0.01 |
| 51-2028 | Electrical, electronic, and electromechanical assemblers, except coil \ | 0.4055% | 50,824 | 66,579 | 0.40 |
| 51-2031 | Engine and other machine assemblers | 0.0057% | 51,000 | 66,810 | 0.01 |
| 51-2041 | Structural metal fabricators and fitters | 0.0099% | 57,776 | 75,687 | 0.01 |
| 51-2051 | Fiberglass laminators and fabricators | 0.0010% | 53,079 | 69,533 | 0.00 |
| 51-2090 | Miscellaneous assemblers and fabricators | 0.8473% | 47,948 | 62,812 | 0.83 |
| 51-3011 | Bakers | 0.0123% | 42,083 | 55,129 | 0.01 |
| 51-3021 | Butchers and meat cutters | 0.0010% | 44,421 | 58,192 | 0.00 |
| 51-3022 | Meat, poultry, and fish cutters and trimmers | 0.0140% | 38,886 | 50,941 | 0.01 |
| 51-3023 | Slaughterers and meat packers | 0.0039% | 40,966 | 53,665 | 0.00 |
| 51-3091 | Food and tobacco roasting, baking, and drying machine operators and | 0.0007% | 46,397 | 60,780 | 0.00 |
| 51-3092 | Food batchmakers | 0.0301% | 42,703 | 55,941 | 0.03 |
| 51-3093 | Food cooking machine operators and tenders | 0.0025% | 43,190 | 56,579 | 0.00 |
| 51-3099 | Food processing workers, all other | 0.0128% | 42,310 | 55,426 | 0.01 |
| 51-4021 | Extruding and drawing machine setters, operators, and tenders, metal | 0.0057% | 47,028 | 61,607 | 0.01 |
| 51-4022 | Forging machine setters, operators, and tenders, metal and plastic | 0.0010% | 55,738 | 73,017 | 0.00 |
| 51-4023 | Rolling machine setters, operators, and tenders, metal and plastic | 0.0007% | 52,469 | 68,734 | 0.00 |
| 51-4031 | Cutting, punching, and press machine setters, operators, and tenders, | 0.0266% | 49,583 | 64,954 | 0.03 |
| 51-4032 | Drilling and boring machine tool setters, operators, and tenders, metal | 0.0015% | 53,545 | 70,144 | 0.00 |
| 51-4033 | Grinding, lapping, polishing, and buffing machine tool setters, operator | 0.0145% | 46,997 | 61,566 | 0.01 |
| 51-4034 | Lathe and turning machine tool setters, operators, and tenders, metal | 0.0037% | 53,100 | 69,561 | 0.00 |
| 51-4035 | Milling and planing machine setters, operators, and tenders, metal and | 0.0034% | 58,448 | 76,567 | 0.00 |
| 51-4041 | Machinists | 0.0921% | 62,359 | 81,690 | 0.09 |
| 51-4051 | Metal-refining furnace operators and tenders | 0.0002% | 55,676 | 72,936 | 0.00 |
| 51-4052 | Pourers and casters, metal | 0.0002% | 44,110 | 57,784 | 0.00 |
| 51-4061 | Model makers, metal and plastic | 0.0015% | 80,969 | 106,069 | 0.00 |
| 51-4071 | Foundry mold and coremakers | 0.0012% | 42,600 | 55,806 | 0.00 |
| 51-4072 | Molding, coremaking, and casting machine setters, operators, and ten | 0.0200% | 47,700 | 62,487 | 0.02 |
| 51-4081 | Multiple machine tool setters, operators, and tenders, metal and plasti | 0.0793% | 45,807 | 60,007 | 0.08 |
| 51-4111 | Tool and die makers | 0.0084% | 71,969 | 94,279 | 0.01 |
| 51-4121 | Welders, cutters, solderers, and brazers | 0.0742% | 61,210 | 80,185 | 0.07 |
| 51-4122 | Welding, soldering, and brazing machine setters, operators, and tende | 0.0123% | 51,331 | 67,244 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-4191 | Heat treating equipment setters, operators, and tenders, metal and pla | 0.0049% | $ 52,324 | 68,544 | 0.00 |
| 51-4192 | Layout workers, metal and plastic | 0.0002% | 69,734 | 91,352 | 0.00 |
| 51-4193 | Plating machine setters, operators, and tenders, metal and plastic | 0.0071% | 47,710 | 62,500 | 0.01 |
| 51-4194 | Tool grinders, filers, and sharpeners | 0.0002% | 52,759 | 69,114 | 0.00 |
| 51-4199 | Metal workers and plastic workers, all other | 0.0113% | 47,234 | 61,877 | 0.01 |
| 51-5111 | Prepress technicians and workers | 0.0062% | 54,176 | 70,971 | 0.01 |
| 51-5112 | Printing press operators | 0.0439% | 48,972 | 64,153 | 0.04 |
| 51-5113 | Print binding and finishing workers | 0.0071% | 46,386 | 60,766 | 0.01 |
| 51-6011 | Laundry and dry-cleaning workers | 0.0374% | 39,093 | 51,212 | 0.04 |
| 51-6021 | Pressers, textile, garment, and related materials | 0.0007% | 38,514 | 50,453 | 0.00 |
| 51-6031 | Sewing machine operators | 0.0227% | 38,721 | 50,725 | 0.02 |
| 51-6052 | Tailors, dressmakers, and custom sewers | 0.0005% | 53,059 | 69,507 | 0.00 |
| 51-6061 | Textile bleaching and dyeing machine operators and tenders | 0.0002% | 37,893 | 49,640 | 0.00 |
| 51-6062 | Textile cutting machine setters, operators, and tenders | 0.0015% | 40,903 | 53,583 | 0.00 |
| 51-6063 | Textile knitting and weaving machine setters, operators, and tenders | 0.0007% | 39,672 | 51,970 | 0.00 |
| 51-6064 | Textile winding, twisting, and drawing out machine setters, operators, a | 0.0010% | 39,114 | 51,239 | 0.00 |
| 51-6091 | Extruding and forming machine setters, operators, and tenders, synthe | 0.0005% | 50,545 | 66,214 | 0.00 |
| 51-6092 | Fabric and apparel patternmakers | 0.0007% | 73,034 | 95,675 | 0.00 |
| 51-6093 | Upholsterers | 0.0010% | 50,576 | 66,255 | 0.00 |
| 51-6099 | Textile, apparel, and furnishings workers, all other | 0.0042% | 39,507 | 51,754 | 0.00 |
| 51-7011 | Cabinetmakers and bench carpenters | 0.0010% | 51,755 | 67,799 | 0.00 |
| 51-7021 | Furniture finishers | 0.0002% | 51,372 | 67,297 | 0.00 |
| 51-7041 | Sawing machine setters, operators, and tenders, wood | 0.0027% | 45,517 | 59,627 | 0.00 |
| 51-7042 | Woodworking machine setters, operators, and tenders, except sawing | 0.0030% | 45,734 | 59,912 | 0.00 |
| 51-7099 | Woodworkers, all other | 0.0010% | 45,217 | 59,234 | 0.00 |
| 51-8012 | Power distributors and dispatchers | 0.0022% | 127,490 | 167,012 | 0.00 |
| 51-8013 | Power plant operators | 0.0012% | 106,200 | 139,122 | 0.00 |
| 51-8021 | Stationary engineers and boiler operators | 0.0081% | 73,541 | 96,339 | 0.01 |
| 51-8031 | Water and wastewater treatment plant and system operators | 0.0076% | 84,321 | 110,461 | 0.01 |
| 51-8092 | Gas plant operators | 0.0010% | 114,972 | 150,613 | 0.00 |
| 51-8093 | Petroleum pump system operators, refinery operators, and gaugers | 0.0005% | 104,679 | 137,129 | 0.00 |
| 51-8099 | Plant and system operators, all other | 0.0017% | 76,107 | 99,700 | 0.00 |
| 51-9011 | Chemical equipment operators and tenders | 0.0057% | 58,117 | 76,133 | 0.01 |
| 51-9012 | Separating, filtering, clarifying, precipitating, and still machine setters, | 0.0027% | 64,459 | 84,441 | 0.00 |
| 51-9021 | Crushing, grinding, and polishing machine setters, operators, and tend | 0.0020% | 46,986 | 61,552 | 0.00 |
| 51-9022 | Grinding and polishing workers, hand | 0.0025% | 47,493 | 62,216 | 0.00 |
| 51-9023 | Mixing and blending machine setters, operators, and tenders | 0.0172% | 54,000 | 70,740 | 0.02 |
| 51-9031 | Cutters and trimmers, hand | 0.0007% | 39,310 | 51,496 | 0.00 |
| 51-9032 | Cutting and slicing machine setters, operators, and tenders | 0.0054% | 46,831 | 61,349 | 0.01 |
| 51-9041 | Extruding, forming, pressing, and compacting machine setters, operat | 0.0054% | 48,879 | 64,031 | 0.01 |
| 51-9051 | Furnace, kiln, oven, drier, and kettle operators and tenders | 0.0012% | 53,100 | 69,561 | 0.00 |
| 51-9061 | Inspectors, testers, sorters, samplers, and weighers | 0.3806% | 56,628 | 74,183 | 0.37 |
| 51-9071 | Jewelers and precious stone and metal workers | 0.0025% | 59,234 | 77,597 | 0.00 |
| 51-9081 | Dental laboratory technicians | 0.0815% | 61,552 | 80,633 | 0.08 |
| 51-9082 | Medical appliance technicians | 0.0209% | 50,390 | 66,011 | 0.02 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.2: Occupation Mix and Averages for Office Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-9083 | Ophthalmic laboratory technicians | 0.0259% | $ 57,103 | 74,805 | 0.03 |
| 51-9111 | Packaging and filling machine operators and tenders | 0.1114% | 44,400 | 58,164 | 0.11 |
| 51-9123 | Painting, coating, and decorating workers | 0.0020% | 53,038 | 69,480 | 0.00 |
| 51-9124 | Coating, painting, and spraying machine setters, operators, and tender | 0.0244% | 57,641 | 75,510 | 0.02 |
| 51-9141 | Semiconductor processing technicians | 0.0636% | 52,924 | 69,330 | 0.06 |
| 51-9151 | Photographic process workers and processing machine operators | 0.0067% | 48,259 | 63,219 | 0.01 |
| 51-9161 | Computer numerically controlled tool operators | 0.0503% | 54,972 | 72,013 | 0.05 |
| 51-9162 | Computer numerically controlled tool programmers | 0.0081% | 81,766 | 107,113 | 0.01 |
| 51-9191 | Adhesive bonding machine operators and tenders | 0.0017% | 43,697 | 57,243 | 0.00 |
| 51-9192 | Cleaning, washing, and metal pickling equipment operators and tender | 0.0037% | 43,666 | 57,202 | 0.00 |
| 51-9193 | Cooling and freezing equipment operators and tenders | 0.0002% | 46,738 | 61,227 | 0.00 |
| 51-9194 | Etchers and engravers | 0.0020% | 48,269 | 63,232 | 0.00 |
| 51-9195 | Molders, shapers, and casters, except metal and plastic | 0.0034% | 53,038 | 69,480 | 0.00 |
| 51-9196 | Paper goods machine setters, operators, and tenders | 0.0032% | 51,352 | 67,271 | 0.00 |
| 51-9197 | Tire builders | 0.0002% | 48,631 | 63,707 | 0.00 |
| 51-9198 | Helpers--production workers | 0.0828% | 44,234 | 57,947 | 0.08 |
| 51-9199 | Production workers, all other | 0.2360% | 46,521 | 60,943 | 0.23 |
| 53-1047 | First-line supervisors of transportation and material moving workers, ex | 0.0744% | 69,553 | 91,114 | 0.07 |
| 53-2011 | Airline pilots, copilots, and flight engineers | 0.0044% | 299,262 | 392,033 | 0.00 |
| 53-2012 | Commercial pilots | 0.0116% | 161,474 | 211,531 | 0.01 |
| 53-2022 | Airfield operations specialists | 0.0022% | 74,952 | 98,187 | 0.00 |
| 53-3011 | Ambulance drivers and attendants, except emergency medical technic | 0.0007% | 38,470 | 50,396 | 0.00 |
| 53-3031 | Driver/sales workers | 0.0259% | 48,650 | 63,732 | 0.03 |
| 53-3032 | Heavy and tractor-trailer truck drivers | 0.1702% | 60,964 | 79,863 | 0.17 |
| 53-3033 | Light truck drivers | 0.1333% | 50,711 | 66,431 | 0.13 |
| 53-3051 | Bus drivers, school | 0.0005% | 56,810 | 74,421 | 0.00 |
| 53-3052 | Bus drivers, transit and intercity | 0.0020% | 68,570 | 89,827 | 0.00 |
| 53-3053 | Shuttle drivers and chauffeurs | 0.0244% | 44,977 | 58,920 | 0.02 |
| 53-3099 | Motor vehicle operators, all other | 0.0158% | 52,521 | 68,803 | 0.02 |
| 53-5021 | Captains, mates, and pilots of water vessels | 0.0007% | 95,520 | 125,131 | 0.00 |
| 53-6021 | Parking attendants | 0.0133% | 39,809 | 52,150 | 0.01 |
| 53-6031 | Automotive and watercraft service attendants | 0.0022% | 42,257 | 55,357 | 0.00 |
| 53-6041 | Traffic technicians | 0.0015% | 76,783 | 100,586 | 0.00 |
| 53-6051 | Transportation inspectors | 0.0030% | 89,515 | 117,265 | 0.00 |
| 53-6099 | Transportation workers, all other | 0.0007% | 52,740 | 69,089 | 0.00 |
| 53-7011 | Conveyor operators and tenders | 0.0017% | 44,548 | 58,358 | 0.00 |
| 53-7021 | Crane and tower operators | 0.0039% | 69,940 | 91,621 | 0.00 |
| 53-7041 | Hoist and winch operators | 0.0002% | 54,226 | 71,036 | 0.00 |
| 53-7051 | Industrial truck and tractor operators | 0.2148% | 50,794 | 66,540 | 0.21 |
| 53-7061 | Cleaners of vehicles and equipment | 0.0579% | 40,238 | 52,712 | 0.06 |
| 53-7062 | Laborers and freight, stock, and material movers, hand | 1.5351% | 45,354 | 59,414 | 1.50 |
| 53-7063 | Machine feeders and offbearers | 0.0096% | 45,270 | 59,304 | 0.01 |
| 53-7064 | Packers and packagers, hand | 0.3888% | 41,347 | 54,165 | 0.38 |
| 53-7065 | Stockers and order fillers | 0.3040% | 44,653 | 58,495 | 0.30 |
| 53-7081 | Refuse and recyclable material collectors | 0.0099% | 63,736 | 83,494 | 0.01 |
| 53-7121 | Tank car, truck, and ship loaders | 0.0005% | 62,815 | 82,288 | 0.00 |
| 53-7199 | Material moving workers, all other | 0.0030% | 42,644 | 55,864 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 11-1011 | Chief executives | 0.1962% | $ 271,228 | 355,309 | 0.07 |
| 11-1021 | General and operations managers | 2.8990% | 147,931 | 193,790 | 1.10 |
| 11-2011 | Advertising and promotions managers | 0.0259% | 179,337 | 234,931 | 0.01 |
| 11-2021 | Marketing managers | 0.4356% | 162,948 | 213,462 | 0.17 |
| 11-2022 | Sales managers | 0.4726% | 146,743 | 192,233 | 0.18 |
| 11-2032 | Public relations managers | 0.0598% | 170,640 | 223,538 | 0.02 |
| 11-2033 | Fundraising managers | 0.0067% | 157,949 | 206,913 | 0.00 |
| 11-3012 | Administrative services managers | 0.2118% | 116,567 | 152,703 | 0.08 |
| 11-3013 | Facilities managers | 0.0859% | 116,229 | 152,260 | 0.03 |
| 11-3021 | Computer and information systems managers | 0.7334% | 192,755 | 252,509 | 0.28 |
| 11-3031 | Financial managers | 0.9478% | 181,815 | 238,178 | 0.36 |
| 11-3051 | Industrial production managers | 0.2379% | 151,854 | 198,929 | 0.09 |
| 11-3061 | Purchasing managers | 0.0733% | 137,063 | 179,553 | 0.03 |
| 11-3071 | Transportation, storage, and distribution managers | 0.0889% | 119,199 | 156,151 | 0.03 |
| 11-3111 | Compensation and benefits managers | 0.0224% | 170,671 | 223,579 | 0.01 |
| 11-3121 | Human resources managers | 0.2212% | 158,799 | 208,027 | 0.08 |
| 11-3131 | Training and development managers | 0.0385% | 124,771 | 163,450 | 0.01 |
| 11-9013 | Farmers, ranchers, and other agricultural managers | 0.0019% | 116,608 | 152,756 | 0.00 |
| 11-9021 | Construction managers | 0.5640% | 144,930 | 189,858 | 0.21 |
| 11-9031 | Education and childcare administrators, preschool and daycare | 0.0009% | 78,657 | 103,041 | 0.00 |
| 11-9032 | Education administrators, kindergarten through secondary | 0.0022% | 140,023 | 183,430 | 0.00 |
| 11-9033 | Education administrators, postsecondary | 0.0006% | 141,888 | 185,873 | 0.00 |
| 11-9039 | Education administrators, all other | 0.0024% | 134,892 | 176,709 | 0.00 |
| 11-9041 | Architectural and engineering managers | 0.2658% | 180,207 | 236,071 | 0.10 |
| 11-9051 | Food service managers | 0.0466% | 85,325 | 111,776 | 0.02 |
| 11-9071 | Gambling managers | 0.0002% | 119,189 | 156,138 | 0.00 |
| 11-9072 | Entertainment and recreation managers, except gambling | 0.0011% | 101,735 | 133,273 | 0.00 |
| 11-9081 | Lodging managers | 0.0031% | 99,102 | 129,824 | 0.00 |
| 11-9111 | Medical and health services managers | 0.3808% | 176,929 | 231,777 | 0.14 |
| 11-9121 | Natural sciences managers | 0.1198% | 160,018 | 209,624 | 0.05 |
| 11-9141 | Property, real estate, and community association managers | 0.4774% | 77,069 | 100,960 | 0.18 |
| 11-9151 | Social and community service managers | 0.0313% | 88,736 | 116,244 | 0.01 |
| 11-9161 | Emergency management directors | 0.0011% | 134,779 | 176,560 | 0.00 |
| 11-9179 | Personal service managers, all other | 0.0013% | 83,287 | 109,106 | 0.00 |
| 11-9199 | Managers, all other | 0.5233% | 163,398 | 214,051 | 0.20 |
| 13-1011 | Agents and business managers of artists, performers, and athlet | 0.0006% | 139,767 | 183,095 | 0.00 |
| 13-1020 | Buyers and purchasing agents | 0.3698% | 86,708 | 113,587 | 0.14 |
| 13-1031 | Claims adjusters, examiners, and investigators | 0.4911% | 90,355 | 118,365 | 0.19 |
| 13-1032 | Insurance appraisers, auto damage | 0.0180% | 84,946 | 111,279 | 0.01 |
| 13-1041 | Compliance officers | 0.2860% | 91,574 | 119,962 | 0.11 |
| 13-1051 | Cost estimators | 0.3071% | 93,888 | 122,993 | 0.12 |
| 13-1071 | Human resources specialists | 0.9776% | 85,202 | 111,615 | 0.37 |
| 13-1075 | Labor relations specialists | 0.0111% | 113,647 | 148,878 | 0.00 |
| 13-1081 | Logisticians | 0.1862% | 90,887 | 119,062 | 0.07 |
| 13-1082 | Project management specialists | 1.3293% | 113,637 | 148,864 | 0.50 |
| 13-1111 | Management analysts | 1.0897% | 105,945 | 138,788 | 0.41 |
| 13-1121 | Meeting, convention, and event planners | 0.0774% | 67,318 | 88,187 | 0.03 |
| 13-1131 | Fundraisers | 0.0252% | 76,998 | 100,867 | 0.01 |
| 13-1141 | Compensation, benefits, and job analysis specialists | 0.1153% | 89,801 | 117,639 | 0.04 |
| 13-1151 | Training and development specialists | 0.3245% | 82,508 | 108,085 | 0.12 |
| 13-1161 | Market research analysts and marketing specialists | 0.9807% | 85,622 | 112,165 | 0.37 |
| 13-1199 | Business operations specialists, all other | 0.8269% | 98,232 | 128,684 | 0.31 |
| 13-2011 | Accountants and auditors | 1.7806% | 100,465 | 131,609 | 0.68 |
| 13-2020 | Property appraisers and assessors | 0.0559% | 109,089 | 142,907 | 0.02 |
| 13-2031 | Budget analysts | 0.0218% | 109,294 | 143,175 | 0.01 |
| 13-2041 | Credit analysts | 0.1100% | 82,867 | 108,556 | 0.04 |
| 13-2051 | Financial and investment analysts | 0.3426% | 101,325 | 132,736 | 0.13 |
| 13-2052 | Personal financial advisors | 0.1422% | 139,337 | 182,531 | 0.05 |
| 13-2053 | Insurance underwriters | 0.2147% | 93,929 | 123,047 | 0.08 |
| 13-2054 | Financial risk specialists | 0.0735% | 123,860 | 162,257 | 0.03 |
| 13-2061 | Financial examiners | 0.0716% | 112,326 | 147,147 | 0.03 |
| 13-2071 | Credit counselors | 0.0176% | 76,322 | 99,982 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 13-2072 | Loan officers | 0.5339% | $ 102,503 | 134,279 | 0.20 |
| 13-2082 | Tax preparers | 0.1549% | 72,460 | 94,923 | 0.06 |
| 13-2099 | Financial specialists, all other | 0.0883% | 95,220 | 124,738 | 0.03 |
| 15-1211 | Computer systems analysts | 0.6631% | 133,329 | 174,661 | 0.25 |
| 15-1212 | Information security analysts | 0.2621% | 144,981 | 189,925 | 0.10 |
| 15-1221 | Computer and information research scientists | 0.0348% | 193,081 | 252,936 | 0.01 |
| 15-1231 | Computer network support specialists | 0.1809% | 86,475 | 113,282 | 0.07 |
| 15-1232 | Computer user support specialists | 0.7573% | 82,365 | 107,898 | 0.29 |
| 15-1241 | Computer network architects | 0.2516% | 157,931 | 206,890 | 0.10 |
| 15-1242 | Database administrators | 0.0852% | 119,895 | 157,062 | 0.03 |
| 15-1243 | Database architects | 0.0818% | 167,573 | 219,521 | 0.03 |
| 15-1244 | Network and computer systems administrators | 0.3691% | 118,237 | 154,890 | 0.14 |
| 15-1251 | Computer programmers | 0.1499% | 128,425 | 168,237 | 0.06 |
| 15-1252 | Software developers | 2.2456% | 179,029 | 234,528 | 0.85 |
| 15-1253 | Software quality assurance analysts and testers | 0.2791% | 136,760 | 179,156 | 0.11 |
| 15-1254 | Web developers | 0.1044% | 125,160 | 163,960 | 0.04 |
| 15-1255 | Web and digital interface designers | 0.1172% | 141,324 | 185,134 | 0.04 |
| 15-1299 | Computer occupations, all other | 0.4130% | 130,465 | 170,909 | 0.16 |
| 15-2011 | Actuaries | 0.0515% | 131,928 | 172,826 | 0.02 |
| 15-2021 | Mathematicians | 0.0009% | 135,534 | 177,550 | 0.00 |
| 15-2031 | Operations research analysts | 0.1327% | 94,933 | 124,362 | 0.05 |
| 15-2041 | Statisticians | 0.0287% | 133,195 | 174,485 | 0.01 |
| 15-2051 | Data scientists | 0.2619% | 144,734 | 189,602 | 0.10 |
| 15-2099 | Mathematical science occupations, all other | 0.0044% | 143,034 | 187,375 | 0.00 |
| 17-1011 | Architects, except landscape and naval | 0.1951% | 124,428 | 163,001 | 0.07 |
| 17-1012 | Landscape architects | 0.0215% | 99,487 | 130,328 | 0.01 |
| 17-1021 | Cartographers and photogrammetrists | 0.0078% | 103,917 | 136,131 | 0.00 |
| 17-1022 | Surveyors | 0.0824% | 108,470 | 142,096 | 0.03 |
| 17-2011 | Aerospace engineers | 0.0481% | 147,371 | 193,056 | 0.02 |
| 17-2021 | Agricultural engineers | 0.0004% | 104,040 | 136,292 | 0.00 |
| 17-2031 | Bioengineers and biomedical engineers | 0.0242% | 121,657 | 159,371 | 0.01 |
| 17-2041 | Chemical engineers | 0.0181% | 123,862 | 162,259 | 0.01 |
| 17-2051 | Civil engineers | 0.4398% | 118,577 | 155,336 | 0.17 |
| 17-2061 | Computer hardware engineers | 0.1151% | 178,504 | 233,840 | 0.04 |
| 17-2071 | Electrical engineers | 0.2157% | 151,790 | 198,845 | 0.08 |
| 17-2072 | Electronics engineers, except computer | 0.1214% | 155,036 | 203,097 | 0.05 |
| 17-2081 | Environmental engineers | 0.0411% | 121,894 | 159,681 | 0.02 |
| 17-2111 | Health and safety engineers, except mining safety engineers and | 0.0226% | 132,443 | 173,500 | 0.01 |
| 17-2112 | Industrial engineers | 0.3915% | 124,614 | 163,244 | 0.15 |
| 17-2121 | Marine engineers and naval architects | 0.0044% | 133,082 | 174,337 | 0.00 |
| 17-2131 | Materials engineers | 0.0261% | 126,829 | 166,146 | 0.01 |
| 17-2141 | Mechanical engineers | 0.3713% | 130,424 | 170,855 | 0.14 |
| 17-2151 | Mining and geological engineers, including mining safety enginee | 0.0061% | 130,970 | 171,571 | 0.00 |
| 17-2171 | Petroleum engineers | 0.0109% | 144,064 | 188,724 | 0.00 |
| 17-2199 | Engineers, all other | 0.1423% | 140,149 | 183,595 | 0.05 |
| 17-3011 | Architectural and civil drafters | 0.1942% | 76,637 | 100,394 | 0.07 |
| 17-3012 | Electrical and electronics drafters | 0.0285% | 78,728 | 103,134 | 0.01 |
| 17-3013 | Mechanical drafters | 0.0674% | 86,177 | 112,892 | 0.03 |
| 17-3021 | Aerospace engineering and operations technologists and technic | 0.0093% | 96,499 | 126,414 | 0.00 |
| 17-3022 | Civil engineering technologists and technicians | 0.0646% | 83,622 | 109,545 | 0.02 |
| 17-3023 | Electrical and electronic engineering technologists and technicial | 0.1014% | 87,629 | 114,794 | 0.04 |
| 17-3024 | Electro-mechanical and mechatronics technologists and technici | 0.0194% | 91,843 | 120,314 | 0.01 |
| 17-3025 | Environmental engineering technologists and technicians | 0.0155% | 75,308 | 98,653 | 0.01 |
| 17-3026 | Industrial engineering technologists and technicians | 0.0909% | 79,903 | 104,673 | 0.03 |
| 17-3027 | Mechanical engineering technologists and technicians | 0.0489% | 83,076 | 108,830 | 0.02 |
| 17-3028 | Calibration technologists and technicians | 0.0150% | 68,756 | 90,070 | 0.01 |
| 17-3029 | Engineering technologists and technicians, except drafters, all ot | 0.0640% | 85,023 | 111,380 | 0.02 |
| 17-3031 | Surveying and mapping technicians | 0.0800% | 76,874 | 100,705 | 0.03 |
| 19-1011 | Animal scientists | 0.0013% | 133,587 | 174,999 | 0.00 |
| 19-1012 | Food scientists and technologists | 0.0193% | 92,523 | 121,205 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 19-1013 | Soil and plant scientists | 0.0109% | $ 94,398 | 123,661 | 0.00 |
| 19-1021 | Biochemists and biophysicists | 0.0546% | 141,509 | 185,377 | 0.02 |
| 19-1022 | Microbiologists | 0.0274% | 114,003 | 149,344 | 0.01 |
| 19-1023 | Zoologists and wildlife biologists | 0.0054% | 93,841 | 122,932 | 0.00 |
| 19-1029 | Biological scientists, all other | 0.0596% | 125,077 | 163,851 | 0.02 |
| 19-1031 | Conservation scientists | 0.0026% | 88,443 | 115,860 | 0.00 |
| 19-1032 | Foresters | 0.0028% | 87,990 | 115,267 | 0.00 |
| 19-1041 | Epidemiologists | 0.0030% | 105,483 | 138,183 | 0.00 |
| 19-1042 | Medical scientists, except epidemiologists | 0.1379% | 133,236 | 174,539 | 0.05 |
| 19-1099 | Life scientists, all other | 0.0061% | 140,366 | 183,879 | 0.00 |
| 19-2011 | Astronomers | 0.0020% | 149,957 | 196,444 | 0.00 |
| 19-2012 | Physicists | 0.0191% | 181,945 | 238,348 | 0.01 |
| 19-2021 | Atmospheric and space scientists | 0.0057% | 122,162 | 160,032 | 0.00 |
| 19-2031 | Chemists | 0.1037% | 108,749 | 142,461 | 0.04 |
| 19-2032 | Materials scientists | 0.0113% | 139,232 | 182,394 | 0.00 |
| 19-2041 | Environmental scientists and specialists, including health | 0.0613% | 105,442 | 138,129 | 0.02 |
| 19-2042 | Geoscientists, except hydrologists and geographers | 0.0265% | 111,602 | 146,199 | 0.01 |
| 19-2043 | Hydrologists | 0.0041% | 123,635 | 161,962 | 0.00 |
| 19-2099 | Physical scientists, all other | 0.0102% | 143,415 | 187,874 | 0.00 |
| 19-3011 | Economists | 0.0109% | 137,831 | 180,559 | 0.00 |
| 19-3022 | Survey researchers | 0.0098% | 76,771 | 100,570 | 0.00 |
| 19-3032 | Industrial-organizational psychologists | 0.0009% | 140,417 | 183,946 | 0.00 |
| 19-3033 | Clinical and counseling psychologists | 0.0861% | 136,410 | 178,697 | 0.03 |
| 19-3034 | School psychologists | 0.0024% | 113,147 | 148,223 | 0.00 |
| 19-3039 | Psychologists, all other | 0.0057% | 138,418 | 181,328 | 0.00 |
| 19-3041 | Sociologists | 0.0019% | 118,814 | 155,646 | 0.00 |
| 19-3051 | Urban and regional planners | 0.0098% | 111,180 | 145,646 | 0.00 |
| 19-3091 | Anthropologists and archeologists | 0.0091% | 79,254 | 103,823 | 0.00 |
| 19-3093 | Historians | 0.0007% | 95,552 | 125,173 | 0.00 |
| 19-3094 | Political scientists | 0.0017% | 131,310 | 172,016 | 0.00 |
| 19-3099 | Social scientists and related workers, all other | 0.0126% | 106,812 | 139,924 | 0.00 |
| 19-4012 | Agricultural technicians | 0.0117% | 48,924 | 64,090 | 0.00 |
| 19-4013 | Food science technicians | 0.0215% | 56,187 | 73,605 | 0.01 |
| 19-4021 | Biological technicians | 0.0761% | 69,302 | 90,786 | 0.03 |
| 19-4031 | Chemical technicians | 0.0603% | 63,079 | 82,633 | 0.02 |
| 19-4042 | Environmental science and protection technicians, including heal | 0.0328% | 70,755 | 92,689 | 0.01 |
| 19-4043 | Geological technicians, except hydrologic technicians | 0.0109% | 88,629 | 116,104 | 0.00 |
| 19-4044 | Hydrologic technicians | 0.0007% | 72,063 | 94,403 | 0.00 |
| 19-4051 | Nuclear technicians | 0.0013% | 86,949 | 113,903 | 0.00 |
| 19-4061 | Social science research assistants | 0.0257% | 75,833 | 99,341 | 0.01 |
| 19-4071 | Forest and conservation technicians | 0.0024% | 62,616 | 82,027 | 0.00 |
| 19-4092 | Forensic science technicians | 0.0022% | 101,372 | 132,797 | 0.00 |
| 19-4099 | Life, physical, and social science technicians, all other | 0.0511% | 75,916 | 99,450 | 0.02 |
| 19-5011 | Occupational health and safety specialists | 0.1081% | 108,718 | 142,421 | 0.04 |
| 19-5012 | Occupational health and safety technicians | 0.0194% | 67,448 | 88,357 | 0.01 |
| 21-1012 | Educational, guidance, and career counselors and advisors | 0.0094% | 88,412 | 115,820 | 0.00 |
| 21-1013 | Marriage and family therapists | 0.0585% | 71,888 | 94,173 | 0.02 |
| 21-1015 | Rehabilitation counselors | 0.0115% | 48,914 | 64,077 | 0.00 |
| 21-1018 | Substance abuse, behavioral disorder, and mental health counse | 0.3091% | 68,993 | 90,381 | 0.12 |
| 21-1019 | Counselors, all other | 0.0213% | 51,675 | 67,694 | 0.01 |
| 21-1021 | Child, family, and school social workers | 0.0348% | 71,434 | 93,579 | 0.01 |
| 21-1022 | Healthcare social workers | 0.0766% | 96,015 | 125,780 | 0.03 |
| 21-1023 | Mental health and substance abuse social workers | 0.0826% | 83,787 | 109,761 | 0.03 |
| 21-1029 | Social workers, all other | 0.0056% | 74,504 | 97,600 | 0.00 |
| 21-1091 | Health education specialists | 0.0315% | 78,770 | 103,189 | 0.01 |
| 21-1092 | Probation officers and correctional treatment specialists | 0.0017% | 105,318 | 137,967 | 0.00 |
| 21-1093 | Social and human service assistants | 0.0827% | 53,220 | 69,718 | 0.03 |
| 21-1094 | Community health workers | 0.0322% | 59,608 | 78,086 | 0.01 |
| 21-1099 | Community and social service specialists, all other | 0.0155% | 57,877 | 75,819 | 0.01 |
| 21-2011 | Clergy | 0.0031% | 85,785 | 112,378 | 0.00 |
| 21-2021 | Directors, religious activities and education | 0.0004% | 79,171 | 103,714 | 0.00 |
| 21-2099 | Religious workers, all other | 0.0002% | 54,395 | 71,257 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 23-1011 | Lawyers | 0.9874% | $ 220,320 | 288,619 | 0.37 |
| 23-2011 | Paralegals and legal assistants | 0.5598% | 81,603 | 106,900 | 0.21 |
| 23-2093 | Title examiners, abstractors, and searchers | 0.0894% | 87,094 | 114,093 | 0.03 |
| 23-2099 | Legal support workers, all other | 0.0300% | 86,527 | 113,350 | 0.01 |
| 25-1042 | Biological science teachers, postsecondary | 0.0007% | 136,914 | 179,357 | 0.00 |
| 25-1071 | Health specialties teachers, postsecondary | 0.0026% | 134,905 | 176,726 | 0.00 |
| 25-2011 | Preschool teachers, except special education | 0.0020% | 51,665 | 67,681 | 0.00 |
| 25-2051 | Special education teachers, preschool | 0.0026% | 85,322 | 111,772 | 0.00 |
| 25-2052 | Special education teachers, kindergarten and elementary school | 0.0006% | 92,265 | 120,867 | 0.00 |
| 25-2058 | Special education teachers, secondary school | 0.0004% | 108,450 | 142,070 | 0.00 |
| 25-2059 | Special education teachers, all other | 0.0044% | 93,532 | 122,527 | 0.00 |
| 25-3011 | Adult basic education, adult secondary education, and english a | 0.0007% | 98,611 | 129,180 | 0.00 |
| 25-3021 | Self-enrichment teachers | 0.0035% | 61,400 | 80,434 | 0.00 |
| 25-3031 | Substitute teachers, short-term | 0.0770% | 57,939 | 75,900 | 0.03 |
| 25-3041 | Tutors | 0.0039% | 50,882 | 66,655 | 0.00 |
| 25-3099 | Teachers and instructors, all other | 0.0080% | 87,804 | 115,023 | 0.00 |
| 25-4011 | Archivists | 0.0022% | 72,722 | 95,266 | 0.00 |
| 25-4012 | Curators | 0.0006% | 86,475 | 113,282 | 0.00 |
| 25-4022 | Librarians and media collections specialists | 0.0161% | 93,677 | 122,717 | 0.01 |
| 25-4031 | Library technicians | 0.0085% | 54,302 | 71,136 | 0.00 |
| 25-9021 | Farm and home management educators | 0.0006% | 92,554 | 121,246 | 0.00 |
| 25-9031 | Instructional coordinators | 0.0113% | 100,723 | 131,947 | 0.00 |
| 25-9045 | Teaching assistants, except postsecondary | 0.0052% | 46,442 | 60,839 | 0.00 |
| 25-9099 | Educational instruction and library workers, all other | 0.0020% | 69,034 | 90,435 | 0.00 |
| 27-1011 | Art directors | 0.0583% | 152,532 | 199,817 | 0.02 |
| 27-1012 | Craft artists | 0.0015% | 89,298 | 116,980 | 0.00 |
| 27-1013 | Fine artists, including painters, sculptors, and illustrators | 0.0028% | 117,454 | 153,865 | 0.00 |
| 27-1014 | Special effects artists and animators | 0.0148% | 137,646 | 180,316 | 0.01 |
| 27-1019 | Artists and related workers, all other | 0.0013% | 98,179 | 128,614 | 0.00 |
| 27-1021 | Commercial and industrial designers | 0.0341% | 97,200 | 127,332 | 0.01 |
| 27-1023 | Floral designers | 0.0022% | 44,082 | 57,747 | 0.00 |
| 27-1024 | Graphic designers | 0.2171% | 82,262 | 107,763 | 0.08 |
| 27-1025 | Interior designers | 0.0937% | 84,034 | 110,085 | 0.04 |
| 27-1026 | Merchandise displayers and window trimmers | 0.0622% | 45,061 | 59,030 | 0.02 |
| 27-1027 | Set and exhibit designers | 0.0022% | 88,113 | 115,428 | 0.00 |
| 27-1029 | Designers, all other | 0.0094% | 94,099 | 123,270 | 0.00 |
| 27-2012 | Producers and directors | 0.0437% | 137,007 | 179,479 | 0.02 |
| 27-2023 | Umpires, referees, and other sports officials | 0.0004% | 42,475 | 55,642 | 0.00 |
| 27-3023 | News analysts, reporters, and journalists | 0.0026% | 134,514 | 176,213 | 0.00 |
| 27-3031 | Public relations specialists | 0.2127% | 90,421 | 118,452 | 0.08 |
| 27-3041 | Editors | 0.0424% | 106,503 | 139,519 | 0.02 |
| 27-3042 | Technical writers | 0.0624% | 112,684 | 147,616 | 0.02 |
| 27-3043 | Writers and authors | 0.0374% | 111,922 | 146,618 | 0.01 |
| 27-3091 | Interpreters and translators | 0.0461% | 72,042 | 94,375 | 0.02 |
| 27-3092 | Court reporters and simultaneous captioners | 0.0067% | 101,352 | 132,771 | 0.00 |
| 27-3099 | Media and communication workers, all other | 0.0063% | 125,438 | 164,324 | 0.00 |
| 27-4011 | Audio and video technicians | 0.0267% | 74,484 | 97,574 | 0.01 |
| 27-4012 | Broadcast technicians | 0.0013% | 108,202 | 141,745 | 0.00 |
| 27-4014 | Sound engineering technicians | 0.0013% | 85,857 | 112,473 | 0.00 |
| 27-4015 | Lighting technicians | 0.0024% | 84,549 | 110,759 | 0.00 |
| 27-4021 | Photographers | 0.0557% | 77,791 | 101,906 | 0.02 |
| 27-4031 | Camera operators, television, video, and film | 0.0070% | 83,684 | 109,626 | 0.00 |
| 27-4032 | Film and video editors | 0.0113% | 104,669 | 137,116 | 0.00 |
| 27-4099 | Media and communication equipment workers, all other | 0.0024% | 80,933 | 106,022 | 0.00 |
| 29-1021 | Dentists, general | 0.2175% | 187,209 | 245,244 | 0.08 |
| 29-1022 | Oral and maxillofacial surgeons | 0.0067% | 228,520 | 299,361 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 29-1023 | Orthodontists | 0.0115% | $ 214,767 | 281,345 | 0.00 |
| 29-1029 | Dentists, all other specialists | 0.0063% | 257,150 | 336,867 | 0.00 |
| 29-1031 | Dietitians and nutritionists | 0.0502% | 87,114 | 114,119 | 0.02 |
| 29-1041 | Optometrists | 0.0639% | 141,478 | 185,336 | 0.02 |
| 29-1051 | Pharmacists | 0.0665% | 162,031 | 212,261 | 0.03 |
| 29-1071 | Physician assistants | 0.1897% | 158,610 | 207,779 | 0.07 |
| 29-1081 | Podiatrists | 0.0141% | 193,421 | 253,382 | 0.01 |
| 29-1122 | Occupational therapists | 0.0946% | 116,980 | 153,244 | 0.04 |
| 29-1123 | Physical therapists | 0.2166% | 117,722 | 154,216 | 0.08 |
| 29-1124 | Radiation therapists | 0.0102% | 157,663 | 206,539 | 0.00 |
| 29-1125 | Recreational therapists | 0.0020% | 92,368 | 121,002 | 0.00 |
| 29-1126 | Respiratory therapists | 0.0189% | 106,173 | 139,087 | 0.01 |
| 29-1127 | Speech-language pathologists | 0.0853% | 115,414 | 151,192 | 0.03 |
| 29-1128 | Exercise physiologists | 0.0037% | 51,201 | 67,073 | 0.00 |
| 29-1129 | Therapists, all other | 0.0113% | 92,420 | 121,070 | 0.00 |
| 29-1131 | Veterinarians | 0.1359% | 163,401 | 214,055 | 0.05 |
| 29-1141 | Registered nurses | 1.1923% | 141,849 | 185,822 | 0.45 |
| 29-1151 | Nurse anesthetists | 0.0568% | 258,499 | 338,634 | 0.02 |
| 29-1161 | Nurse midwives | 0.0094% | 189,290 | 247,970 | 0.00 |
| 29-1171 | Nurse practitioners | 0.3458% | 166,419 | 218,009 | 0.13 |
| 29-1181 | Audiologists | 0.0161% | 109,799 | 143,837 | 0.01 |
| 29-1211 | Anesthesiologists | 0.0511% | 466,611 | 611,260 | 0.02 |
| 29-1212 | Cardiologists | 0.0200% | 400,874 | 525,145 | 0.01 |
| 29-1213 | Dermatologists | 0.0213% | 322,794 | 422,860 | 0.01 |
| 29-1214 | Emergency medicine physicians | 0.0433% | 218,713 | 286,514 | 0.02 |
| 29-1215 | Family medicine physicians | 0.1594% | 259,241 | 339,606 | 0.06 |
| 29-1216 | General internal medicine physicians | 0.0737% | 283,420 | 371,280 | 0.03 |
| 29-1217 | Neurologists | 0.0117% | 199,860 | 261,817 | 0.00 |
| 29-1218 | Obstetricians and gynecologists | 0.0283% | 294,093 | 385,262 | 0.01 |
| 29-1221 | Pediatricians, general | 0.0479% | 214,973 | 281,615 | 0.02 |
| 29-1222 | Physicians, pathologists | 0.0144% | 272,438 | 356,894 | 0.01 |
| 29-1223 | Psychiatrists | 0.0217% | 296,977 | 389,040 | 0.01 |
| 29-1224 | Radiologists | 0.0465% | 268,904 | 352,264 | 0.02 |
| 29-1229 | Physicians, all other | 0.2803% | 257,201 | 336,933 | 0.11 |
| 29-1241 | Ophthalmologists, except pediatric | 0.0200% | 334,065 | 437,625 | 0.01 |
| 29-1242 | Orthopedic surgeons, except pediatric | 0.0228% | 356,523 | 467,045 | 0.01 |
| 29-1249 | Surgeons, all other | 0.0326% | 350,538 | 459,205 | 0.01 |
| 29-1291 | Acupuncturists | 0.0157% | 85,857 | 112,473 | 0.01 |
| 29-1292 | Dental hygienists | 0.3867% | 121,904 | 159,694 | 0.15 |
| 29-1299 | Healthcare diagnosing or treating practitioners, all other | 0.0056% | 125,582 | 164,512 | 0.00 |
| 29-2010 | Clinical laboratory technologists and technicians | 0.2654% | 75,782 | 99,274 | 0.10 |
| 29-2031 | Cardiovascular technologists and technicians | 0.0198% | 92,492 | 121,165 | 0.01 |
| 29-2032 | Diagnostic medical sonographers | 0.0598% | 126,375 | 165,551 | 0.02 |
| 29-2033 | Nuclear medicine technologists | 0.0078% | 148,854 | 194,999 | 0.00 |
| 29-2034 | Radiologic technologists and technicians | 0.1407% | 106,266 | 139,208 | 0.05 |
| 29-2035 | Magnetic resonance imaging technologists | 0.0287% | 118,144 | 154,769 | 0.01 |
| 29-2042 | Emergency medical technicians | 0.0150% | 53,674 | 70,313 | 0.01 |
| 29-2043 | Paramedics | 0.0052% | 71,980 | 94,294 | 0.00 |
| 29-2051 | Dietetic technicians | 0.0024% | 46,256 | 60,595 | 0.00 |
| 29-2052 | Pharmacy technicians | 0.0596% | 57,393 | 75,185 | 0.02 |
| 29-2053 | Psychiatric technicians | 0.0650% | 66,778 | 87,479 | 0.02 |
| 29-2055 | Surgical technologists | 0.0598% | 78,471 | 102,797 | 0.02 |
| 29-2056 | Veterinary technologists and technicians | 0.2116% | 57,424 | 75,225 | 0.08 |
| 29-2057 | Ophthalmic medical technicians | 0.1257% | 55,209 | 72,324 | 0.05 |
| 29-2061 | Licensed practical and licensed vocational nurses | 0.2880% | 78,893 | 103,350 | 0.11 |
| 29-2072 | Medical records specialists | 0.1907% | 66,005 | 86,467 | 0.07 |
| 29-2081 | Opticians, dispensing | 0.0772% | 61,771 | 80,920 | 0.03 |
| 29-2091 | Orthotists and prosthetists | 0.0087% | 95,943 | 125,685 | 0.00 |
| 29-2092 | Hearing aid specialists | 0.0009% | 72,640 | 95,158 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 29-2099 | Health technologists and technicians, all other | 0.1734% | $ 64,275 | 84,200 | 0.07 |
| 29-9021 | Health information technologists and medical registrars | 0.0231% | 104,082 | 136,347 | 0.01 |
| 29-9091 | Athletic trainers | 0.0167% | 75,040 | 98,302 | 0.01 |
| 29-9092 | Genetic counselors | 0.0022% | 142,725 | 186,970 | 0.00 |
| 29-9093 | Surgical assistants | 0.0180% | 57,362 | 75,144 | 0.01 |
| 29-9099 | Healthcare practitioners and technical workers, all other | 0.0181% | 86,352 | 113,121 | 0.01 |
| 31-1120 | Home health and personal care aides | 0.1372% | 36,305 | 47,560 | 0.05 |
| 31-1131 | Nursing assistants | 0.1840% | 48,520 | 63,561 | 0.07 |
| 31-1132 | Orderlies | 0.0080% | 52,107 | 68,260 | 0.00 |
| 31-1133 | Psychiatric aides | 0.0046% | 51,819 | 67,883 | 0.00 |
| 31-2011 | Occupational therapy assistants | 0.0424% | 82,011 | 107,434 | 0.02 |
| 31-2012 | Occupational therapy aides | 0.0039% | 40,490 | 53,042 | 0.00 |
| 31-2021 | Physical therapist assistants | 0.1094% | 80,094 | 104,923 | 0.04 |
| 31-2022 | Physical therapist aides | 0.0624% | 39,614 | 51,894 | 0.02 |
| 31-9011 | Massage therapists | 0.0548% | 58,426 | 76,538 | 0.02 |
| 31-9091 | Dental assistants | 0.6681% | 54,086 | 70,853 | 0.25 |
| 31-9092 | Medical assistants | 1.1277% | 52,468 | 68,733 | 0.43 |
| 31-9093 | Medical equipment preparers | 0.0292% | 63,683 | 83,425 | 0.01 |
| 31-9094 | Medical transcriptionists | 0.0781% | 44,953 | 58,888 | 0.03 |
| 31-9095 | Pharmacy aides | 0.0072% | 51,128 | 66,978 | 0.00 |
| 31-9096 | Veterinary assistants and laboratory animal caretakers | 0.2031% | 43,964 | 57,593 | 0.08 |
| 31-9097 | Phlebotomists | 0.1159% | 53,983 | 70,718 | 0.04 |
| 31-9099 | Healthcare support workers, all other | 0.0518% | 56,890 | 74,526 | 0.02 |
| 33-1011 | First-line supervisors of correctional officers | 0.0024% | 121,418 | 159,058 | 0.00 |
| 33-1021 | First-line supervisors of firefighting and prevention workers | 0.0056% | 138,839 | 181,879 | 0.00 |
| 33-1091 | First-line supervisors of security workers | 0.0607% | 62,704 | 82,142 | 0.02 |
| 33-1099 | First-line supervisors of protective service workers, all other | 0.0052% | 77,084 | 100,980 | 0.00 |
| 33-2011 | Firefighters | 0.0368% | 90,597 | 118,682 | 0.01 |
| 33-2021 | Fire inspectors and investigators | 0.0020% | 101,514 | 132,983 | 0.00 |
| 33-3012 | Correctional officers and jailers | 0.0233% | 91,278 | 119,574 | 0.01 |
| 33-3041 | Parking enforcement workers | 0.0004% | 67,878 | 88,920 | 0.00 |
| 33-9021 | Private detectives and investigators | 0.0170% | 65,848 | 86,261 | 0.01 |
| 33-9031 | Gambling surveillance officers and gambling investigators | 0.0002% | 43,613 | 57,133 | 0.00 |
| 33-9032 | Security guards | 1.5062% | 46,324 | 60,684 | 0.57 |
| 33-9091 | Crossing guards and flaggers | 0.0861% | 56,272 | 73,716 | 0.03 |
| 33-9092 | Lifeguards, ski patrol, and other recreational protective service w | 0.0046% | 39,624 | 51,907 | 0.00 |
| 33-9094 | School bus monitors | 0.0007% | 40,748 | 53,380 | 0.00 |
| 33-9099 | Protective service workers, all other | 0.0183% | 47,170 | 61,793 | 0.01 |
| 35-1011 | Chefs and head cooks | 0.0465% | 69,219 | 90,677 | 0.02 |
| 35-1012 | First-line supervisors of food preparation and serving workers | 0.1222% | 49,231 | 64,493 | 0.05 |
| 35-2011 | Cooks, fast food | 0.0107% | 36,892 | 48,329 | 0.00 |
| 35-2012 | Cooks, institution and cafeteria | 0.1462% | 47,675 | 62,454 | 0.06 |
| 35-2014 | Cooks, restaurant | 0.0798% | 43,964 | 57,593 | 0.03 |
| 35-2015 | Cooks, short order | 0.0193% | 40,737 | 53,365 | 0.01 |
| 35-2019 | Cooks, all other | 0.0117% | 40,665 | 53,271 | 0.00 |
| 35-2021 | Food preparation workers | 0.1470% | 40,377 | 52,894 | 0.06 |
| 35-3011 | Bartenders | 0.1225% | 42,418 | 55,568 | 0.05 |
| 35-3023 | Fast food and counter workers | 0.3545% | 37,800 | 49,518 | 0.13 |
| 35-3031 | Waiters and waitresses | 0.1725% | 44,531 | 58,336 | 0.07 |
| 35-3041 | Food servers, nonrestaurant | 0.0774% | 42,438 | 55,594 | 0.03 |
| 35-9011 | Dining room and cafeteria attendants and bartender helpers | 0.0622% | 38,552 | 50,503 | 0.02 |
| 35-9021 | Dishwashers | 0.0811% | 38,964 | 51,043 | 0.03 |
| 35-9031 | Hosts and hostesses, restaurant, lounge, and coffee shop | 0.0167% | 39,892 | 52,259 | 0.01 |
| 35-9099 | Food preparation and serving related workers, all other | 0.0193% | 41,521 | 54,393 | 0.01 |
| 37-1011 | First-line supervisors of housekeeping and janitorial workers | 0.1379% | 59,714 | 78,225 | 0.05 |
| 37-1012 | First-line supervisors of landscaping, lawn service, and groundsk | 0.1640% | 65,683 | 86,045 | 0.06 |
| 37-2011 | Janitors and cleaners, except maids and housekeeping cleaners | 2.1815% | 43,149 | 56,525 | 0.83 |
| 37-2012 | Maids and housekeeping cleaners | 0.3425% | 44,912 | 58,835 | 0.13 |
| 37-2019 | Building cleaning workers, all other | 0.0183% | 44,613 | 58,443 | 0.01 |
| 37-2021 | Pest control workers | 0.1707% | 47,788 | 62,602 | 0.06 |
| 37-3011 | Landscaping and groundskeeping workers | 1.1653% | 46,056 | 60,333 | 0.44 |
| 37-3012 | Pesticide handlers, sprayers, and applicators, vegetation | 0.0231% | 49,108 | 64,331 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 37-3013 | Tree trimmers and pruners | 0.0820% | $ 67,435 | 88,340 | 0.03 |
| 37-3019 | Grounds maintenance workers, all other | 0.0083% | 52,612 | 68,922 | 0.00 |
| 39-1014 | First-line supervisors of entertainment and recreation workers, e: | 0.0026% | 55,364 | 72,527 | 0.00 |
| 39-1022 | First-line supervisors of personal service workers | 0.0052% | 56,354 | 73,824 | 0.00 |
| 39-2011 | Animal trainers | 0.0009% | 47,633 | 62,399 | 0.00 |
| 39-2021 | Animal caretakers | 0.0763% | 40,933 | 53,622 | 0.03 |
| 39-3031 | Ushers, lobby attendants, and ticket takers | 0.0172% | 37,593 | 49,247 | 0.01 |
| 39-3091 | Amusement and recreation attendants | 0.0063% | 37,779 | 49,490 | 0.00 |
| 39-3093 | Locker room, coatroom, and dressing room attendants | 0.0015% | 44,294 | 58,025 | 0.00 |
| 39-3099 | Entertainment attendants and related workers, all other | 0.0006% | 40,603 | 53,190 | 0.00 |
| 39-4012 | Crematory operators | 0.0002% | 52,818 | 69,192 | 0.00 |
| 39-4021 | Funeral attendants | 0.0004% | 43,521 | 57,013 | 0.00 |
| 39-5012 | Hairdressers, hairstylists, and cosmetologists | 0.0037% | 48,035 | 62,926 | 0.00 |
| 39-5091 | Makeup artists, theatrical and performance | 0.0002% | 102,586 | 134,388 | 0.00 |
| 39-5094 | Skincare specialists | 0.0176% | 55,839 | 73,149 | 0.01 |
| 39-6011 | Baggage porters and bellhops | 0.0039% | 40,861 | 53,528 | 0.00 |
| 39-6012 | Concierges | 0.0222% | 44,335 | 58,079 | 0.01 |
| 39-7010 | Tour and travel guides | 0.0033% | 46,067 | 60,348 | 0.00 |
| 39-9011 | Childcare workers | 0.0054% | 41,294 | 54,095 | 0.00 |
| 39-9031 | Exercise trainers and group fitness instructors | 0.0089% | 63,230 | 82,831 | 0.00 |
| 39-9032 | Recreation workers | 0.0102% | 42,170 | 55,243 | 0.00 |
| 39-9041 | Residential advisors | 0.0085% | 49,190 | 64,439 | 0.00 |
| 39-9099 | Personal care and service workers, all other | 0.0019% | 44,541 | 58,349 | 0.00 |
| 41-1011 | First-line supervisors of retail sales workers | 0.0659% | 56,699 | 74,276 | 0.02 |
| 41-1012 | First-line supervisors of non-retail sales workers | 0.2033% | 100,871 | 132,141 | 0.08 |
| 41-2011 | Cashiers | 0.1324% | 38,747 | 50,759 | 0.05 |
| 41-2021 | Counter and rental clerks | 0.2273% | 48,286 | 63,255 | 0.09 |
| 41-2022 | Parts salespersons | 0.0052% | 47,118 | 61,725 | 0.00 |
| 41-2031 | Retail salespersons | 0.2540% | 43,149 | 56,525 | 0.10 |
| 41-3011 | Advertising sales agents | 0.1168% | 85,596 | 112,131 | 0.04 |
| 41-3021 | Insurance sales agents | 0.8735% | 92,221 | 120,810 | 0.33 |
| 41-3031 | Securities, commodities, and financial services sales agents | 0.5681% | 104,478 | 136,866 | 0.22 |
| 41-3041 | Travel agents | 0.0009% | 58,621 | 76,794 | 0.00 |
| 41-3091 | Sales representatives of services, except advertising, insurance, | 1.3443% | 96,241 | 126,076 | 0.51 |
| 41-4011 | Sales representatives, wholesale and manufacturing, technical a | 0.1551% | 139,669 | 182,966 | 0.06 |
| 41-4012 | Sales representatives, wholesale and manufacturing, except tec | 0.4867% | 87,187 | 114,215 | 0.18 |
| 41-9011 | Demonstrators and product promoters | 0.0596% | 47,924 | 62,780 | 0.02 |
| 41-9012 | Models | 0.0002% | 86,485 | 113,295 | 0.00 |
| 41-9021 | Real estate brokers | 0.0927% | 102,607 | 134,415 | 0.04 |
| 41-9022 | Real estate sales agents | 0.3371% | 75,312 | 98,659 | 0.13 |
| 41-9031 | Sales engineers | 0.0644% | 151,503 | 198,469 | 0.02 |
| 41-9041 | Telemarketers | 0.1303% | 42,447 | 55,606 | 0.05 |
| 41-9091 | Door-to-door sales workers, news and street vendors, and relate | 0.0063% | 41,682 | 54,603 | 0.00 |
| 41-9099 | Sales and related workers, all other | 0.0796% | 67,716 | 88,708 | 0.03 |
| 43-1011 | First-line supervisors of office and administrative support workers | 1.4389% | 77,987 | 102,163 | 0.55 |
| 43-2011 | Switchboard operators, including answering service | 0.0411% | 54,302 | 71,136 | 0.02 |
| 43-2021 | Telephone operators | 0.0030% | 58,470 | 76,596 | 0.00 |
| 43-3011 | Bill and account collectors | 0.2640% | 55,468 | 72,663 | 0.10 |
| 43-3021 | Billing and posting clerks | 0.5520% | 55,014 | 72,068 | 0.21 |
| 43-3031 | Bookkeeping, accounting, and auditing clerks | 1.4507% | 58,439 | 76,555 | 0.55 |
| 43-3051 | Payroll and timekeeping clerks | 0.1666% | 63,658 | 83,392 | 0.06 |
| 43-3061 | Procurement clerks | 0.0352% | 55,055 | 72,122 | 0.01 |
| 43-3071 | Tellers | 0.6394% | 45,843 | 60,054 | 0.24 |
| 43-3099 | Financial clerks, all other | 0.0578% | 58,789 | 77,014 | 0.02 |
| 43-4011 | Brokerage clerks | 0.0242% | 69,074 | 90,487 | 0.01 |
| 43-4021 | Correspondence clerks | 0.0037% | 54,570 | 71,487 | 0.00 |
| 43-4031 | Court, municipal, and license clerks | 0.0039% | 63,958 | 83,785 | 0.00 |
| 43-4041 | Credit authorizers, checkers, and clerks | 0.0167% | 48,247 | 63,204 | 0.01 |
| 43-4051 | Customer service representatives | 2.9186% | 51,527 | 67,500 | 1.11 |
| 43-4061 | Eligibility interviewers, government programs | 0.0087% | 63,204 | 82,797 | 0.00 |
| 43-4071 | File clerks | 0.0809% | 48,154 | 63,082 | 0.03 |
| 43-4081 | Hotel, motel, and resort desk clerks | 0.0124% | 40,603 | 53,190 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 43-4111 | Interviewers, except eligibility and loan | 0.1040% | $ 53,786 | 70,460 | 0.04 |
| 43-4121 | Library assistants, clerical | 0.0143% | 49,608 | 64,986 | 0.01 |
| 43-4131 | Loan interviewers and clerks | 0.3747% | 56,045 | 73,419 | 0.14 |
| 43-4141 | New accounts clerks | 0.0753% | 54,931 | 71,960 | 0.03 |
| 43-4151 | Order clerks | 0.0511% | 48,030 | 62,919 | 0.02 |
| 43-4161 | Human resources assistants, except payroll and timekeeping | 0.0831% | 56,561 | 74,095 | 0.03 |
| 43-4171 | Receptionists and information clerks | 1.1175% | 44,275 | 58,000 | 0.42 |
| 43-4181 | Reservation and transportation ticket agents and travel clerks | 0.0067% | 45,957 | 60,204 | 0.00 |
| 43-4199 | Information and record clerks, all other | 0.0494% | 57,716 | 75,608 | 0.02 |
| 43-5011 | Cargo and freight agents | 0.0113% | 59,016 | 77,311 | 0.00 |
| 43-5021 | Couriers and messengers | 0.0663% | 44,420 | 58,190 | 0.03 |
| 43-5031 | Public safety telecommunicators | 0.0013% | 78,988 | 103,474 | 0.00 |
| 43-5032 | Dispatchers, except police, fire, and ambulance | 0.1048% | 55,447 | 72,636 | 0.04 |
| 43-5041 | Meter readers, utilities | 0.0068% | 74,242 | 97,257 | 0.00 |
| 43-5061 | Production, planning, and expediting clerks | 0.3471% | 65,010 | 85,163 | 0.13 |
| 43-5071 | Shipping, receiving, and inventory clerks | 0.4609% | 46,421 | 60,812 | 0.17 |
| 43-5111 | Weighers, measurers, checkers, and samplers, recordkeeping | 0.0246% | 46,957 | 61,514 | 0.01 |
| 43-6011 | Executive secretaries and executive administrative assistants | 0.3889% | 89,025 | 116,623 | 0.15 |
| 43-6012 | Legal secretaries and administrative assistants | 0.2443% | 67,733 | 88,730 | 0.09 |
| 43-6013 | Medical secretaries and administrative assistants | 0.9500% | 53,466 | 70,040 | 0.36 |
| 43-6014 | Secretaries and administrative assistants, except legal, medical, | 1.3465% | 55,323 | 72,473 | 0.51 |
| 43-9021 | Data entry keyers | 0.1614% | 49,763 | 65,190 | 0.06 |
| 43-9022 | Word processors and typists | 0.0091% | 52,373 | 68,609 | 0.00 |
| 43-9031 | Desktop publishers | 0.0019% | 73,706 | 96,555 | 0.00 |
| 43-9041 | Insurance claims and policy processing clerks | 0.4696% | 53,229 | 69,730 | 0.18 |
| 43-9051 | Mail clerks and mail machine operators, except postal service | 0.0739% | 45,802 | 60,001 | 0.03 |
| 43-9061 | Office clerks, general | 2.0575% | 50,217 | 65,784 | 0.78 |
| 43-9071 | Office machine operators, except computer | 0.0307% | 48,876 | 64,028 | 0.01 |
| 43-9081 | Proofreaders and copy markers | 0.0046% | 67,805 | 88,825 | 0.00 |
| 43-9111 | Statistical assistants | 0.0070% | 75,449 | 98,838 | 0.00 |
| 43-9199 | Office and administrative support workers, all other | 0.0894% | 55,158 | 72,257 | 0.03 |
| 45-1011 | First-line supervisors of farming, fishing, and forestry workers | 0.0065% | 61,654 | 80,767 | 0.00 |
| 45-2011 | Agricultural inspectors | 0.0033% | 58,638 | 76,816 | 0.00 |
| 45-2021 | Animal breeders | 0.0002% | 51,948 | 68,052 | 0.00 |
| 45-2041 | Graders and sorters, agricultural products | 0.0191% | 36,886 | 48,321 | 0.01 |
| 45-2091 | Agricultural equipment operators | 0.0022% | 41,062 | 53,791 | 0.00 |
| 45-2092 | Farmworkers and laborers, crop, nursery, and greenhouse | 0.0361% | 37,625 | 49,289 | 0.01 |
| 45-2093 | Farmworkers, farm, ranch, and aquacultural animals | 0.0054% | 45,576 | 59,705 | 0.00 |
| 45-2099 | Agricultural workers, all other | 0.0011% | 57,509 | 75,337 | 0.00 |
| 45-4021 | Fallers | 0.0033% | 90,045 | 117,959 | 0.00 |
| 45-4022 | Logging equipment operators | 0.0067% | 63,183 | 82,770 | 0.00 |
| 45-4023 | Log graders and scalers | 0.0057% | 51,127 | 66,976 | 0.00 |
| 47-1011 | First-line supervisors of construction trades and extraction worke | 1.2138% | 98,673 | 129,262 | 0.46 |
| 47-2011 | Boilermakers | 0.0152% | 104,019 | 136,265 | 0.01 |
| 47-2021 | Brickmasons and blockmasons | 0.1048% | 69,083 | 90,499 | 0.04 |
| 47-2022 | Stonemasons | 0.0168% | 65,594 | 85,928 | 0.01 |
| 47-2031 | Carpenters | 1.2178% | 75,280 | 98,617 | 0.46 |
| 47-2041 | Carpet installers | 0.0167% | 57,365 | 75,148 | 0.01 |
| 47-2042 | Floor layers, except carpet, wood, and hard tiles | 0.0378% | 65,307 | 85,552 | 0.01 |
| 47-2043 | Floor sanders and finishers | 0.0080% | 67,851 | 88,885 | 0.00 |
| 47-2044 | Tile and stone setters | 0.0629% | 61,449 | 80,498 | 0.02 |
| 47-2051 | Cement masons and concrete finishers | 0.3693% | 70,663 | 92,569 | 0.14 |
| 47-2053 | Terrazzo workers and finishers | 0.0019% | 46,961 | 61,519 | 0.00 |
| 47-2061 | Construction laborers | 1.7746% | 63,316 | 82,944 | 0.67 |
| 47-2071 | Paving, surfacing, and tamping equipment operators | 0.0657% | 86,515 | 113,335 | 0.02 |
| 47-2072 | Pile driver operators | 0.0046% | 101,208 | 132,582 | 0.00 |
| 47-2073 | Operating engineers and other construction equipment operators | 0.5816% | 90,783 | 118,926 | 0.22 |
| 47-2081 | Drywall and ceiling tile installers | 0.1681% | 77,014 | 100,888 | 0.06 |
| 47-2082 | Tapers | 0.0252% | 72,971 | 95,592 | 0.01 |
| 47-2111 | Electricians | 1.1629% | 86,525 | 113,348 | 0.44 |
| 47-2121 | Glaziers | 0.0811% | 73,546 | 96,345 | 0.03 |
| 47-2131 | Insulation workers, floor, ceiling, and wall | 0.0694% | 67,667 | 88,644 | 0.03 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 47-2132 | Insulation workers, mechanical | 0.0400% | $ 106,071 | 138,953 | 0.02 |
| 47-2141 | Painters, construction and maintenance | 0.3524% | 62,608 | 82,016 | 0.13 |
| 47-2142 | Paperhangers | 0.0030% | 61,685 | 80,807 | 0.00 |
| 47-2151 | Pipelayers | 0.0507% | 75,629 | 99,074 | 0.02 |
| 47-2152 | Plumbers, pipefitters, and steamfitters | 0.7229% | 77,260 | 101,211 | 0.27 |
| 47-2161 | Plasterers and stucco masons | 0.0400% | 67,205 | 88,039 | 0.02 |
| 47-2171 | Reinforcing iron and rebar workers | 0.0311% | 67,831 | 88,859 | 0.01 |
| 47-2181 | Roofers | 0.2547% | 70,796 | 92,743 | 0.10 |
| 47-2211 | Sheet metal workers | 0.1844% | 88,331 | 115,714 | 0.07 |
| 47-2221 | Structural iron and steel workers | 0.1151% | 79,897 | 104,665 | 0.04 |
| 47-2231 | Solar photovoltaic installers | 0.0389% | 58,176 | 76,211 | 0.01 |
| 47-3011 | Helpers--brickmasons, blockmasons, stonemasons, and tile and | 0.0304% | 49,783 | 65,216 | 0.01 |
| 47-3012 | Helpers--carpenters | 0.0385% | 48,778 | 63,899 | 0.01 |
| 47-3013 | Helpers--electricians | 0.1212% | 45,176 | 59,181 | 0.05 |
| 47-3014 | Helpers--painters, paperhangers, plasterers, and stucco masons | 0.0126% | 47,690 | 62,474 | 0.00 |
| 47-3015 | Helpers--pipelayers, plumbers, pipefitters, and steamfitters | 0.0829% | 48,706 | 63,805 | 0.03 |
| 47-3016 | Helpers--roofers | 0.0083% | 51,897 | 67,985 | 0.00 |
| 47-3019 | Helpers, construction trades, all other | 0.0428% | 49,824 | 65,269 | 0.02 |
| 47-4011 | Construction and building inspectors | 0.1290% | 98,971 | 129,652 | 0.05 |
| 47-4021 | Elevator and escalator installers and repairers | 0.0411% | 129,393 | 169,505 | 0.02 |
| 47-4031 | Fence erectors | 0.0361% | 50,922 | 66,708 | 0.01 |
| 47-4041 | Hazardous materials removal workers | 0.0133% | 59,941 | 78,523 | 0.01 |
| 47-4051 | Highway maintenance workers | 0.0117% | 61,788 | 80,942 | 0.00 |
| 47-4061 | Rail-track laying and maintenance equipment operators | 0.0024% | 74,777 | 97,958 | 0.00 |
| 47-4071 | Septic tank servicers and sewer pipe cleaners | 0.0087% | 53,261 | 69,772 | 0.00 |
| 47-4090 | Miscellaneous construction and related workers | 0.0363% | 77,978 | 102,151 | 0.01 |
| 47-5011 | Derrick operators, oil and gas | 0.0002% | 59,028 | 77,327 | 0.00 |
| 47-5012 | Rotary drill operators, oil and gas | 0.0007% | 71,135 | 93,187 | 0.00 |
| 47-5013 | Service unit operators, oil and gas | 0.0013% | 63,593 | 83,307 | 0.00 |
| 47-5022 | Excavating and loading machine and dragline operators, surface | 0.0193% | 78,963 | 103,442 | 0.01 |
| 47-5023 | Earth drillers, except oil and gas | 0.0257% | 64,845 | 84,947 | 0.01 |
| 47-5032 | Explosives workers, ordnance handling experts, and blasters | 0.0017% | 75,947 | 99,491 | 0.00 |
| 47-5041 | Continuous mining machine operators | 0.0002% | 67,923 | 88,979 | 0.00 |
| 47-5044 | Loading and moving machine operators, underground mining | 0.0002% | 68,395 | 89,597 | 0.00 |
| 47-5049 | Underground mining machine operators, all other | 0.0002% | 67,421 | 88,322 | 0.00 |
| 47-5051 | Rock splitters, quarry | 0.0013% | 59,356 | 77,756 | 0.00 |
| 47-5071 | Roustabouts, oil and gas | 0.0050% | 66,179 | 86,694 | 0.00 |
| 47-5081 | Helpers--extraction workers | 0.0048% | 57,078 | 74,772 | 0.00 |
| 47-5099 | Extraction workers, all other | 0.0007% | 54,154 | 70,942 | 0.00 |
| 49-1011 | First-line supervisors of mechanics, installers, and repairers | 0.3710% | 95,440 | 125,026 | 0.14 |
| 49-2011 | Computer, automated teller, and office machine repairers | 0.0204% | 55,069 | 72,140 | 0.01 |
| 49-2021 | Radio, cellular, and tower equipment installers and repairers | 0.0115% | 84,238 | 110,352 | 0.00 |
| 49-2022 | Telecommunications equipment installers and repairers, except | 0.2623% | 76,483 | 100,193 | 0.10 |
| 49-2091 | Avionics technicians | 0.0028% | 93,389 | 122,340 | 0.00 |
| 49-2092 | Electric motor, power tool, and related repairers | 0.0033% | 66,364 | 86,937 | 0.00 |
| 49-2093 | Electrical and electronics installers and repairers, transportation | 0.0006% | 89,620 | 117,402 | 0.00 |
| 49-2094 | Electrical and electronics repairers, commercial and industrial e | 0.0302% | 76,254 | 99,893 | 0.01 |
| 49-2095 | Electrical and electronics repairers, powerhouse, substation, an | 0.0057% | 119,268 | 156,241 | 0.00 |
| 49-2096 | Electronic equipment installers and repairers, motor vehicles | 0.0009% | 52,311 | 68,527 | 0.00 |
| 49-2097 | Audiovisual equipment installers and repairers | 0.0150% | 68,374 | 89,570 | 0.01 |
| 49-2098 | Security and fire alarm systems installers | 0.1372% | 70,986 | 92,992 | 0.05 |
| 49-3011 | Aircraft mechanics and service technicians | 0.0135% | 85,082 | 111,457 | 0.01 |
| 49-3021 | Automotive body and related repairers | 0.0020% | 63,054 | 82,601 | 0.00 |
| 49-3022 | Automotive glass installers and repairers | 0.0019% | 51,540 | 67,517 | 0.00 |
| 49-3023 | Automotive service technicians and mechanics | 0.0274% | 63,939 | 83,760 | 0.01 |
| 49-3031 | Bus and truck mechanics and diesel engine specialists | 0.0670% | 72,715 | 95,257 | 0.03 |
| 49-3041 | Farm equipment mechanics and service technicians | 0.0030% | 58,297 | 76,369 | 0.00 |
| 49-3042 | Mobile heavy equipment mechanics, except engines | 0.1011% | 84,155 | 110,243 | 0.04 |
| 49-3051 | Motorboat mechanics and service technicians | 0.0002% | 63,876 | 83,678 | 0.00 |
| 49-3052 | Motorcycle mechanics | 0.0002% | 56,496 | 74,010 | 0.00 |
| 49-3053 | Outdoor power equipment and other small engine mechanics | 0.0115% | 51,478 | 67,436 | 0.00 |
| 49-3093 | Tire repairers and changers | 0.0017% | 43,816 | 57,399 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 49-9011 | Mechanical door repairers | 0.0359% | $ 60,712 | 79,533 | 0.01 |
| 49-9012 | Control and valve installers and repairers, except mechanical do | 0.0146% | 96,481 | 126,390 | 0.01 |
| 49-9021 | Heating, air conditioning, and refrigeration mechanics and install | 0.6090% | 72,923 | 95,529 | 0.23 |
| 49-9031 | Home appliance repairers | 0.0035% | 52,571 | 68,868 | 0.00 |
| 49-9041 | Industrial machinery mechanics | 0.2908% | 74,109 | 97,083 | 0.11 |
| 49-9043 | Maintenance workers, machinery | 0.0481% | 68,550 | 89,801 | 0.02 |
| 49-9044 | Millwrights | 0.0483% | 71,778 | 94,029 | 0.02 |
| 49-9051 | Electrical power-line installers and repairers | 0.0814% | 116,551 | 152,682 | 0.03 |
| 49-9052 | Telecommunications line installers and repairers | 0.1749% | 81,657 | 106,971 | 0.07 |
| 49-9062 | Medical equipment repairers | 0.0181% | 81,397 | 106,630 | 0.01 |
| 49-9063 | Musical instrument repairers and tuners | 0.0007% | 48,865 | 64,013 | 0.00 |
| 49-9069 | Precision instrument and equipment repairers, all other | 0.0033% | 71,372 | 93,497 | 0.00 |
| 49-9071 | Maintenance and repair workers, general | 1.1769% | 59,161 | 77,501 | 0.45 |
| 49-9081 | Wind turbine service technicians | 0.0037% | 98,188 | 128,626 | 0.00 |
| 49-9091 | Coin, vending, and amusement machine servicers and repairers | 0.0070% | 52,352 | 68,581 | 0.00 |
| 49-9092 | Commercial divers | 0.0035% | 139,818 | 183,162 | 0.00 |
| 49-9094 | Locksmiths and safe repairers | 0.0194% | 65,188 | 85,396 | 0.01 |
| 49-9095 | Manufactured building and mobile home installers | 0.0019% | 52,748 | 69,100 | 0.00 |
| 49-9096 | Riggers | 0.0187% | 92,056 | 120,593 | 0.01 |
| 49-9098 | Helpers--installation, maintenance, and repair workers | 0.0872% | 44,316 | 58,054 | 0.03 |
| 49-9099 | Installation, maintenance, and repair workers, all other | 0.1433% | 56,693 | 74,268 | 0.05 |
| 51-1011 | First-line supervisors of production and operating workers | 0.6501% | 82,179 | 107,654 | 0.25 |
| 51-2011 | Aircraft structure, surfaces, rigging, and systems assemblers | 0.0041% | 64,221 | 84,130 | 0.00 |
| 51-2021 | Coil winders, tapers, and finishers | 0.0087% | 47,162 | 61,782 | 0.00 |
| 51-2028 | Electrical, electronic, and electromechanical assemblers, except | 0.3482% | 50,824 | 66,579 | 0.13 |
| 51-2031 | Engine and other machine assemblers | 0.0616% | 51,000 | 66,810 | 0.02 |
| 51-2041 | Structural metal fabricators and fitters | 0.0792% | 57,776 | 75,687 | 0.03 |
| 51-2051 | Fiberglass laminators and fabricators | 0.0057% | 53,079 | 69,533 | 0.00 |
| 51-2090 | Miscellaneous assemblers and fabricators | 1.7691% | 47,948 | 62,812 | 0.67 |
| 51-3011 | Bakers | 0.1490% | 42,083 | 55,129 | 0.06 |
| 51-3021 | Butchers and meat cutters | 0.0230% | 44,421 | 58,192 | 0.01 |
| 51-3022 | Meat, poultry, and fish cutters and trimmers | 0.2001% | 38,886 | 50,941 | 0.08 |
| 51-3023 | Slaughterers and meat packers | 0.1266% | 40,966 | 53,665 | 0.05 |
| 51-3091 | Food and tobacco roasting, baking, and drying machine operator | 0.0252% | 46,397 | 60,780 | 0.01 |
| 51-3092 | Food batchmakers | 0.2355% | 42,703 | 55,941 | 0.09 |
| 51-3093 | Food cooking machine operators and tenders | 0.0422% | 43,190 | 56,579 | 0.02 |
| 51-3099 | Food processing workers, all other | 0.0829% | 42,310 | 55,426 | 0.03 |
| 51-4021 | Extruding and drawing machine setters, operators, and tenders, | 0.0265% | 47,028 | 61,607 | 0.01 |
| 51-4022 | Forging machine setters, operators, and tenders, metal and plas | 0.0120% | 55,738 | 73,017 | 0.00 |
| 51-4023 | Rolling machine setters, operators, and tenders, metal and plas | 0.0113% | 52,469 | 68,734 | 0.00 |
| 51-4031 | Cutting, punching, and press machine setters, operators, and te | 0.2347% | 49,583 | 64,954 | 0.09 |
| 51-4032 | Drilling and boring machine tool setters, operators, and tenders, | 0.0063% | 53,545 | 70,144 | 0.00 |
| 51-4033 | Grinding, lapping, polishing, and buffing machine tool setters, op | 0.0850% | 46,997 | 61,566 | 0.03 |
| 51-4034 | Lathe and turning machine tool setters, operators, and tenders, | 0.0283% | 53,100 | 69,561 | 0.01 |
| 51-4035 | Milling and planing machine setters, operators, and tenders, me | 0.0139% | 58,448 | 76,567 | 0.01 |
| 51-4041 | Machinists | 0.3910% | 62,359 | 81,690 | 0.15 |
| 51-4051 | Metal-refining furnace operators and tenders | 0.0043% | 55,676 | 72,936 | 0.00 |
| 51-4052 | Pourers and casters, metal | 0.0006% | 44,110 | 57,784 | 0.00 |
| 51-4061 | Model makers, metal and plastic | 0.0024% | 80,969 | 106,069 | 0.00 |
| 51-4062 | Patternmakers, metal and plastic | 0.0011% | 70,872 | 92,842 | 0.00 |
| 51-4071 | Foundry mold and coremakers | 0.0039% | 42,600 | 55,806 | 0.00 |
| 51-4072 | Molding, coremaking, and casting machine setters, operators, a | 0.0694% | 47,700 | 62,487 | 0.03 |
| 51-4081 | Multiple machine tool setters, operators, and tenders, metal and | 0.1520% | 45,807 | 60,007 | 0.06 |
| 51-4111 | Tool and die makers | 0.0746% | 71,969 | 94,279 | 0.03 |
| 51-4121 | Welders, cutters, solderers, and brazers | 0.5507% | 61,210 | 80,185 | 0.21 |
| 51-4122 | Welding, soldering, and brazing machine setters, operators, and | 0.0446% | 51,331 | 67,244 | 0.02 |
| 51-4191 | Heat treating equipment setters, operators, and tenders, metal a | 0.0126% | 52,324 | 68,544 | 0.00 |
| 51-4192 | Layout workers, metal and plastic | 0.0020% | 69,734 | 91,352 | 0.00 |
| 51-4193 | Plating machine setters, operators, and tenders, metal and plas | 0.0133% | 47,710 | 62,500 | 0.01 |
| 51-4194 | Tool grinders, filers, and sharpeners | 0.0076% | 52,759 | 69,114 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-4199 | Metal workers and plastic workers, all other | 0.0187% | $ 47,234 | 61,877 | 0.01 |
| 51-5111 | Prepress technicians and workers | 0.0056% | 54,176 | 70,971 | 0.00 |
| 51-5112 | Printing press operators | 0.0446% | 48,972 | 64,153 | 0.02 |
| 51-5113 | Print binding and finishing workers | 0.0057% | 46,386 | 60,766 | 0.00 |
| 51-6011 | Laundry and dry-cleaning workers | 0.0285% | 39,093 | 51,212 | 0.01 |
| 51-6021 | Pressers, textile, garment, and related materials | 0.0017% | 38,514 | 50,453 | 0.00 |
| 51-6031 | Sewing machine operators | 0.0913% | 38,721 | 50,725 | 0.03 |
| 51-6051 | Sewers, hand | 0.0007% | 37,355 | 48,935 | 0.00 |
| 51-6052 | Tailors, dressmakers, and custom sewers | 0.0009% | 53,059 | 69,507 | 0.00 |
| 51-6061 | Textile bleaching and dyeing machine operators and tenders | 0.0111% | 37,893 | 49,640 | 0.00 |
| 51-6062 | Textile cutting machine setters, operators, and tenders | 0.0106% | 40,903 | 53,583 | 0.00 |
| 51-6063 | Textile knitting and weaving machine setters, operators, and ten | 0.0252% | 39,672 | 51,970 | 0.01 |
| 51-6064 | Textile winding, twisting, and drawing out machine setters, opera | 0.0378% | 39,114 | 51,239 | 0.01 |
| 51-6091 | Extruding and forming machine setters, operators, and tenders, | 0.0167% | 50,545 | 66,214 | 0.01 |
| 51-6092 | Fabric and apparel patternmakers | 0.0013% | 73,034 | 95,675 | 0.00 |
| 51-6093 | Upholsterers | 0.0252% | 50,576 | 66,255 | 0.01 |
| 51-6099 | Textile, apparel, and furnishings workers, all other | 0.0043% | 39,507 | 51,754 | 0.00 |
| 51-7011 | Cabinetmakers and bench carpenters | 0.1433% | 51,755 | 67,799 | 0.05 |
| 51-7021 | Furniture finishers | 0.0187% | 51,372 | 67,297 | 0.01 |
| 51-7031 | Model makers, wood | 0.0006% | 53,648 | 70,279 | 0.00 |
| 51-7041 | Sawing machine setters, operators, and tenders, wood | 0.0689% | 45,517 | 59,627 | 0.03 |
| 51-7042 | Woodworking machine setters, operators, and tenders, except s | 0.1048% | 45,734 | 59,912 | 0.04 |
| 51-7099 | Woodworkers, all other | 0.0113% | 45,217 | 59,234 | 0.00 |
| 51-8012 | Power distributors and dispatchers | 0.0017% | 127,490 | 167,012 | 0.00 |
| 51-8013 | Power plant operators | 0.0013% | 106,200 | 139,122 | 0.00 |
| 51-8021 | Stationary engineers and boiler operators | 0.0106% | 73,541 | 96,339 | 0.00 |
| 51-8031 | Water and wastewater treatment plant and system operators | 0.0422% | 84,321 | 110,461 | 0.02 |
| 51-8091 | Chemical plant and system operators | 0.0048% | 100,262 | 131,343 | 0.00 |
| 51-8092 | Gas plant operators | 0.0007% | 114,972 | 150,613 | 0.00 |
| 51-8093 | Petroleum pump system operators, refinery operators, and gauge | 0.0007% | 104,679 | 137,129 | 0.00 |
| 51-8099 | Plant and system operators, all other | 0.0065% | 76,107 | 99,700 | 0.00 |
| 51-9011 | Chemical equipment operators and tenders | 0.0946% | 58,117 | 76,133 | 0.04 |
| 51-9012 | Separating, filtering, clarifying, precipitating, and still machine se | 0.0705% | 64,459 | 84,441 | 0.03 |
| 51-9021 | Crushing, grinding, and polishing machine setters, operators, and | 0.0198% | 46,986 | 61,552 | 0.01 |
| 51-9022 | Grinding and polishing workers, hand | 0.0128% | 47,493 | 62,216 | 0.00 |
| 51-9023 | Mixing and blending machine setters, operators, and tenders | 0.1059% | 54,000 | 70,740 | 0.04 |
| 51-9031 | Cutters and trimmers, hand | 0.0052% | 39,310 | 51,496 | 0.00 |
| 51-9032 | Cutting and slicing machine setters, operators, and tenders | 0.0420% | 46,831 | 61,349 | 0.02 |
| 51-9041 | Extruding, forming, pressing, and compacting machine setters, | 0.0428% | 48,879 | 64,031 | 0.02 |
| 51-9051 | Furnace, kiln, oven, drier, and kettle operators and tenders | 0.0178% | 53,100 | 69,561 | 0.01 |
| 51-9061 | Inspectors, testers, sorters, samplers, and weighers | 0.6523% | 56,628 | 74,183 | 0.25 |
| 51-9071 | Jewelers and precious stone and metal workers | 0.0143% | 59,234 | 77,597 | 0.01 |
| 51-9081 | Dental laboratory technicians | 0.0613% | 61,552 | 80,633 | 0.02 |
| 51-9082 | Medical appliance technicians | 0.0157% | 50,390 | 66,011 | 0.01 |
| 51-9083 | Ophthalmic laboratory technicians | 0.0239% | 57,103 | 74,805 | 0.01 |
| 51-9111 | Packaging and filling machine operators and tenders | 0.5059% | 44,400 | 58,164 | 0.19 |
| 51-9123 | Painting, coating, and decorating workers | 0.0109% | 53,038 | 69,480 | 0.00 |
| 51-9124 | Coating, painting, and spraying machine setters, operators, and | 0.1179% | 57,641 | 75,510 | 0.04 |
| 51-9141 | Semiconductor processing technicians | 0.0465% | 52,924 | 69,330 | 0.02 |
| 51-9151 | Photographic process workers and processing machine operato | 0.0050% | 48,259 | 63,219 | 0.00 |
| 51-9161 | Computer numerically controlled tool operators | 0.2669% | 54,972 | 72,013 | 0.10 |
| 51-9162 | Computer numerically controlled tool programmers | 0.0404% | 81,766 | 107,113 | 0.02 |
| 51-9191 | Adhesive bonding machine operators and tenders | 0.0074% | 43,697 | 57,243 | 0.00 |
| 51-9192 | Cleaning, washing, and metal pickling equipment operators and t | 0.0180% | 43,666 | 57,202 | 0.01 |
| 51-9193 | Cooling and freezing equipment operators and tenders | 0.0093% | 46,738 | 61,227 | 0.00 |
| 51-9194 | Etchers and engravers | 0.0052% | 48,269 | 63,232 | 0.00 |
| 51-9195 | Molders, shapers, and casters, except metal and plastic | 0.0611% | 53,038 | 69,480 | 0.02 |
| 51-9196 | Paper goods machine setters, operators, and tenders | 0.0054% | 51,352 | 67,271 | 0.00 |
| 51-9197 | Tire builders | 0.0002% | 48,631 | 63,707 | 0.00 |
| 51-9198 | Helpers--production workers | 0.2177% | 44,234 | 57,947 | 0.08 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.3: Occupation Mix and Averages for Industrial Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-9199 | Production workers, all other | 0.2986% | $ 46,521 | 60,943 | 0.11 |
| 53-1047 | First-line supervisors of transportation and material moving worke | 0.1392% | 69,553 | 91,114 | 0.05 |
| 53-2011 | Airline pilots, copilots, and flight engineers | 0.0033% | 299,262 | 392,033 | 0.00 |
| 53-2012 | Commercial pilots | 0.0089% | 161,474 | 211,531 | 0.00 |
| 53-2022 | Airfield operations specialists | 0.0017% | 74,952 | 98,187 | 0.00 |
| 53-3011 | Ambulance drivers and attendants, except emergency medical te | 0.0006% | 38,470 | 50,396 | 0.00 |
| 53-3031 | Driver/sales workers | 0.0487% | 48,650 | 63,732 | 0.02 |
| 53-3032 | Heavy and tractor-trailer truck drivers | 0.6829% | 60,964 | 79,863 | 0.26 |
| 53-3033 | Light truck drivers | 0.1834% | 50,711 | 66,431 | 0.07 |
| 53-3051 | Bus drivers, school | 0.0004% | 56,810 | 74,421 | 0.00 |
| 53-3052 | Bus drivers, transit and intercity | 0.0015% | 68,570 | 89,827 | 0.00 |
| 53-3053 | Shuttle drivers and chauffeurs | 0.0181% | 44,977 | 58,920 | 0.01 |
| 53-3099 | Motor vehicle operators, all other | 0.0128% | 52,521 | 68,803 | 0.00 |
| 53-5011 | Sailors and marine oilers | 0.0011% | 64,427 | 84,399 | 0.00 |
| 53-5021 | Captains, mates, and pilots of water vessels | 0.0024% | 95,520 | 125,131 | 0.00 |
| 53-5022 | Motorboat operators | 0.0002% | 85,090 | 111,468 | 0.00 |
| 53-6021 | Parking attendants | 0.0096% | 39,809 | 52,150 | 0.00 |
| 53-6031 | Automotive and watercraft service attendants | 0.0019% | 42,257 | 55,357 | 0.00 |
| 53-6041 | Traffic technicians | 0.0015% | 76,783 | 100,586 | 0.00 |
| 53-6051 | Transportation inspectors | 0.0022% | 89,515 | 117,265 | 0.00 |
| 53-6099 | Transportation workers, all other | 0.0011% | 52,740 | 69,089 | 0.00 |
| 53-7011 | Conveyor operators and tenders | 0.0059% | 44,548 | 58,358 | 0.00 |
| 53-7021 | Crane and tower operators | 0.0426% | 69,940 | 91,621 | 0.02 |
| 53-7041 | Hoist and winch operators | 0.0006% | 54,226 | 71,036 | 0.00 |
| 53-7051 | Industrial truck and tractor operators | 0.4013% | 50,794 | 66,540 | 0.15 |
| 53-7061 | Cleaners of vehicles and equipment | 0.0889% | 40,238 | 52,712 | 0.03 |
| 53-7062 | Laborers and freight, stock, and material movers, hand | 1.7180% | 45,354 | 59,414 | 0.65 |
| 53-7063 | Machine feeders and offbearers | 0.0381% | 45,270 | 59,304 | 0.01 |
| 53-7064 | Packers and packagers, hand | 0.4524% | 41,347 | 54,165 | 0.17 |
| 53-7065 | Stockers and order fillers | 0.3430% | 44,653 | 58,495 | 0.13 |
| 53-7072 | Pump operators, except wellhead pumpers | 0.0043% | 55,785 | 73,078 | 0.00 |
| 53-7081 | Refuse and recyclable material collectors | 0.1375% | 63,736 | 83,494 | 0.05 |
| 53-7121 | Tank car, truck, and ship loaders | 0.0009% | 62,815 | 82,288 | 0.00 |
| 53-7199 | Material moving workers, all other | 0.0074% | 42,644 | 55,864 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 11-1011 | Chief executives | 0.021345% | $271,228 | 355,309 | 0.01 |
| 11-1021 | General and operations managers | 1.638207% | 147,931 | 193,790 | 1.12 |
| 11-2011 | Advertising and promotions managers | 0.005336% | 179,337 | 234,931 | 0.00 |
| 11-2021 | Marketing managers | 0.106724% | 162,948 | 213,462 | 0.07 |
| 11-2022 | Sales managers | 0.480256% | 146,743 | 192,233 | 0.33 |
| 11-2032 | Public relations managers | 0.010672% | 170,640 | 223,538 | 0.01 |
| 11-2033 | Fundraising managers | 0.005336% | 157,949 | 206,913 | 0.00 |
| 11-3012 | Administrative services managers | 0.080043% | 116,567 | 152,703 | 0.05 |
| 11-3013 | Facilities managers | 0.293490% | 116,229 | 152,260 | 0.20 |
| 11-3021 | Computer and information systems managers | 0.042689% | 192,755 | 252,509 | 0.03 |
| 11-3031 | Financial managers | 0.256137% | 181,815 | 238,178 | 0.17 |
| 11-3061 | Purchasing managers | 0.016009% | 137,063 | 179,553 | 0.01 |
| 11-3071 | Transportation, storage, and distribution managers | 0.005336% | 119,199 | 156,151 | 0.00 |
| 11-3111 | Compensation and benefits managers | 0.005336% | 170,671 | 223,579 | 0.00 |
| 11-3121 | Human resources managers | 0.122732% | 158,799 | 208,027 | 0.08 |
| 11-3131 | Training and development managers | 0.016009% | 124,771 | 163,450 | 0.01 |
| 11-9021 | Construction managers | 0.005336% | 144,930 | 189,858 | 0.00 |
| 11-9041 | Architectural and engineering managers | 0.010672% | 180,207 | 236,071 | 0.01 |
| 11-9051 | Food service managers | 0.554963% | 85,325 | 111,776 | 0.38 |
| 11-9071 | Gambling managers | 0.069370% | 119,189 | 156,138 | 0.05 |
| 11-9072 | Entertainment and recreation managers, except gambling | 0.101387% | 101,735 | 133,273 | 0.07 |
| 11-9081 | Lodging managers | 2.070438% | 99,102 | 129,824 | 1.41 |
| 11-9141 | Property, real estate, and community association managers | 0.074707% | 77,069 | 100,960 | 0.05 |
| 11-9151 | Social and community service managers | 0.005336% | 88,736 | 116,244 | 0.00 |
| 11-9179 | Personal service managers, all other | 0.037353% | 83,287 | 109,106 | 0.03 |
| 11-9199 | Managers, all other | 0.176094% | 163,398 | 214,051 | 0.12 |
| 13-1020 | Buyers and purchasing agents | 0.090715% | 86,708 | 113,587 | 0.06 |
| 13-1041 | Compliance officers | 0.026681% | 91,574 | 119,962 | 0.02 |
| 13-1071 | Human resources specialists | 0.325507% | 85,202 | 111,615 | 0.22 |
| 13-1075 | Labor relations specialists | 0.005336% | 113,647 | 148,878 | 0.00 |
| 13-1082 | Project management specialists | 0.048026% | 113,637 | 148,864 | 0.03 |
| 13-1111 | Management analysts | 0.016009% | 105,945 | 138,788 | 0.01 |
| 13-1121 | Meeting, convention, and event planners | 0.437567% | 67,318 | 88,187 | 0.30 |
| 13-1131 | Fundraisers | 0.021345% | 76,998 | 100,867 | 0.01 |
| 13-1141 | Compensation, benefits, and job analysis specialists | 0.010672% | 89,801 | 117,639 | 0.01 |
| 13-1151 | Training and development specialists | 0.037353% | 82,508 | 108,085 | 0.03 |
| 13-1161 | Market research analysts and marketing specialists | 0.272145% | 85,622 | 112,165 | 0.19 |
| 13-1199 | Business operations specialists, all other | 0.213447% | 98,232 | 128,684 | 0.15 |
| 13-2011 | Accountants and auditors | 0.485592% | 100,465 | 131,609 | 0.33 |
| 13-2031 | Budget analysts | 0.026681% | 109,294 | 143,175 | 0.02 |
| 13-2051 | Financial and investment analysts | 0.021345% | 101,325 | 132,736 | 0.01 |
| 13-2054 | Financial risk specialists | 0.005336% | 123,860 | 162,257 | 0.00 |
| 13-2099 | Financial specialists, all other | 0.005336% | 95,220 | 124,738 | 0.00 |
| 15-1211 | Computer systems analysts | 0.021345% | 133,329 | 174,661 | 0.01 |
| 15-1212 | Information security analysts | 0.005336% | 144,981 | 189,925 | 0.00 |
| 15-1231 | Computer network support specialists | 0.016009% | 86,475 | 113,282 | 0.01 |
| 15-1232 | Computer user support specialists | 0.074707% | 82,365 | 107,898 | 0.05 |
| 15-1242 | Database administrators | 0.005336% | 119,895 | 157,062 | 0.00 |
| 15-1244 | Network and computer systems administrators | 0.048026% | 118,237 | 154,890 | 0.03 |
| 15-1252 | Software developers | 0.016009% | 179,029 | 234,528 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 15-1255 | Web and digital interface designers | 0.005336% | $141,324 | 185,134 | 0.00 |
| 15-1299 | Computer occupations, all other | 0.021345% | 130,465 | 170,909 | 0.01 |
| 17-2051 | Civil engineers | 0.042689% | 118,577 | 155,336 | 0.03 |
| 17-2141 | Mechanical engineers | 0.005336% | 130,424 | 170,855 | 0.00 |
| 19-5011 | Occupational health and safety specialists | 0.005336% | 108,718 | 142,421 | 0.00 |
| 21-1012 | Educational, guidance, and career counselors and advisors | 0.005336% | 88,412 | 115,820 | 0.00 |
| 21-1099 | Community and social service specialists, all other | 0.005336% | 57,877 | 75,819 | 0.00 |
| 23-1011 | Lawyers | 0.005336% | 220,320 | 288,619 | 0.00 |
| 25-3021 | Self-enrichment teachers | 0.096051% | 61,400 | 80,434 | 0.07 |
| 25-3099 | Teachers and instructors, all other | 0.005336% | 87,804 | 115,023 | 0.00 |
| 25-9031 | Instructional coordinators | 0.005336% | 100,723 | 131,947 | 0.00 |
| 27-1023 | Floral designers | 0.005336% | 44,082 | 57,747 | 0.00 |
| 27-1024 | Graphic designers | 0.016009% | 82,262 | 107,763 | 0.01 |
| 27-1025 | Interior designers | 0.005336% | 84,034 | 110,085 | 0.00 |
| 27-2012 | Producers and directors | 0.010672% | 137,007 | 179,479 | 0.01 |
| 27-2022 | Coaches and scouts | 0.026681% | 67,540 | 88,477 | 0.02 |
| 27-3031 | Public relations specialists | 0.053362% | 90,421 | 118,452 | 0.04 |
| 27-4011 | Audio and video technicians | 0.069370% | 74,484 | 97,574 | 0.05 |
| 27-4021 | Photographers | 0.005336% | 77,791 | 101,906 | 0.00 |
| 27-4099 | Media and communication equipment workers, all other | 0.010672% | 80,933 | 106,022 | 0.01 |
| 29-1141 | Registered nurses | 0.005336% | 141,849 | 185,822 | 0.00 |
| 29-2042 | Emergency medical technicians | 0.005336% | 53,674 | 70,313 | 0.00 |
| 31-1120 | Home health and personal care aides | 0.005336% | 36,305 | 47,560 | 0.00 |
| 31-9011 | Massage therapists | 0.474920% | 58,426 | 76,538 | 0.32 |
| 33-1091 | First-line supervisors of security workers | 0.213447% | 62,704 | 82,142 | 0.15 |
| 33-1099 | First-line supervisors of protective service workers, all other | 0.032017% | 77,084 | 100,980 | 0.02 |
| 33-9031 | Gambling surveillance officers and gambling investigators | 0.101387% | 43,613 | 57,133 | 0.07 |
| 33-9032 | Security guards | 1.542156% | 46,324 | 60,684 | 1.05 |
| 33-9092 | Lifeguards, ski patrol, and other recreational protective service worke | 0.437567% | 39,624 | 51,907 | 0.30 |
| 33-9099 | Protective service workers, all other | 0.021345% | 47,170 | 61,793 | 0.01 |
| 35-1011 | Chefs and head cooks | 0.944504% | 69,219 | 90,677 | 0.64 |
| 35-1012 | First-line supervisors of food preparation and serving workers | 1.382070% | 49,231 | 64,493 | 0.94 |
| 35-2011 | Cooks, fast food | 0.026681% | 36,892 | 48,329 | 0.02 |
| 35-2012 | Cooks, institution and cafeteria | 0.325507% | 47,675 | 62,454 | 0.22 |
| 35-2014 | Cooks, restaurant | 3.665955% | 43,964 | 57,593 | 2.50 |
| 35-2015 | Cooks, short order | 0.096051% | 40,737 | 53,365 | 0.07 |
| 35-2019 | Cooks, all other | 0.074707% | 40,665 | 53,271 | 0.05 |
| 35-2021 | Food preparation workers | 0.741729% | 40,377 | 52,894 | 0.51 |
| 35-3011 | Bartenders | 2.278549% | 42,418 | 55,568 | 1.55 |
| 35-3023 | Fast food and counter workers | 0.779082% | 37,800 | 49,518 | 0.53 |
| 35-3031 | Waiters and waitresses | 6.648879% | 44,531 | 58,336 | 4.54 |
| 35-3041 | Food servers, nonrestaurant | 0.965848% | 42,438 | 55,594 | 0.66 |
| 35-9011 | Dining room and cafeteria attendants and bartender helpers | 2.790822% | 38,552 | 50,503 | 1.90 |
| 35-9021 | Dishwashers | 1.237994% | 38,964 | 51,043 | 0.84 |
| 35-9031 | Hosts and hostesses, restaurant, lounge, and coffee shop | 0.997866% | 39,892 | 52,259 | 0.68 |
| 35-9099 | Food preparation and serving related workers, all other | 0.250800% | 41,521 | 54,393 | 0.17 |
| 37-1011 | First-line supervisors of housekeeping and janitorial workers | 2.113127% | 59,714 | 78,225 | 1.44 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 37-1012 | First-line supervisors of landscaping, lawn service, and groundskeep | 0.112060% | $ 65,683 | 86,045 | 0.08 |
| 37-2011 | Janitors and cleaners, except maids and housekeeping cleaners | 2.278549% | 43,149 | 56,525 | 1.55 |
| 37-2012 | Maids and housekeeping cleaners | 21.691569% | 44,912 | 58,835 | 14.80 |
| 37-2019 | Building cleaning workers, all other | 0.080043% | 44,613 | 58,443 | 0.05 |
| 37-3011 | Landscaping and groundskeeping workers | 0.859125% | 46,056 | 60,333 | 0.59 |
| 37-3012 | Pesticide handlers, sprayers, and applicators, vegetation | 0.010672% | 49,108 | 64,331 | 0.01 |
| 37-3019 | Grounds maintenance workers, all other | 0.037353% | 52,612 | 68,922 | 0.03 |
| 39-1013 | First-line supervisors of gambling services workers | 0.506937% | 69,456 | 90,987 | 0.35 |
| 39-1014 | First-line supervisors of entertainment and recreation workers, excep | 0.218783% | 55,364 | 72,527 | 0.15 |
| 39-1022 | First-line supervisors of personal service workers | 0.117396% | 56,354 | 73,824 | 0.08 |
| 39-2011 | Animal trainers | 0.005336% | 47,633 | 62,399 | 0.00 |
| 39-2021 | Animal caretakers | 0.032017% | 40,933 | 53,622 | 0.02 |
| 39-3011 | Gambling dealers | 1.675560% | 44,201 | 57,903 | 1.14 |
| 39-3012 | Gambling and sports book writers and runners | 0.058698% | 40,397 | 52,920 | 0.04 |
| 39-3019 | Gambling service workers, all other | 0.090715% | 43,861 | 57,458 | 0.06 |
| 39-3031 | Ushers, lobby attendants, and ticket takers | 0.138741% | 37,593 | 49,247 | 0.09 |
| 39-3091 | Amusement and recreation attendants | 0.843116% | 37,779 | 49,490 | 0.58 |
| 39-3092 | Costume attendants | 0.016009% | 72,558 | 95,051 | 0.01 |
| 39-3093 | Locker room, coatroom, and dressing room attendants | 0.149413% | 44,294 | 58,025 | 0.10 |
| 39-3099 | Entertainment attendants and related workers, all other | 0.021345% | 40,603 | 53,190 | 0.01 |
| 39-5012 | Hairdressers, hairstylists, and cosmetologists | 0.048026% | 48,035 | 62,926 | 0.03 |
| 39-5092 | Manicurists and pedicurists | 0.064034% | 37,439 | 49,045 | 0.04 |
| 39-5094 | Skincare specialists | 0.117396% | 55,839 | 73,149 | 0.08 |
| 39-6011 | Baggage porters and bellhops | 0.933831% | 40,861 | 53,528 | 0.64 |
| 39-6012 | Concierges | 0.400213% | 44,335 | 58,079 | 0.27 |
| 39-7010 | Tour and travel guides | 0.090715% | 46,067 | 60,348 | 0.06 |
| 39-9031 | Exercise trainers and group fitness instructors | 0.090715% | 63,230 | 82,831 | 0.06 |
| 39-9041 | Residential advisors | 0.069370% | 49,190 | 64,439 | 0.05 |
| 41-1011 | First-line supervisors of retail sales workers | 0.128068% | 56,699 | 74,276 | 0.09 |
| 41-1012 | First-line supervisors of non-retail sales workers | 0.080043% | 100,871 | 132,141 | 0.05 |
| 41-2011 | Cashiers | 0.490928% | 38,747 | 50,759 | 0.34 |
| 41-2012 | Gambling change persons and booth cashiers | 0.202775% | 43,284 | 56,702 | 0.14 |
| 41-2021 | Counter and rental clerks | 0.080043% | 48,286 | 63,255 | 0.05 |
| 41-2031 | Retail salespersons | 0.410886% | 43,149 | 56,525 | 0.28 |
| 41-3041 | Travel agents | 0.032017% | 58,621 | 76,794 | 0.02 |
| 41-3091 | Sales representatives of services, except advertising, insurance, fina | 1.243330% | 96,241 | 126,076 | 0.85 |
| 41-4012 | Sales representatives, wholesale and manufacturing, except technic | 0.026681% | 87,187 | 114,215 | 0.02 |
| 41-9011 | Demonstrators and product promoters | 0.005336% | 47,924 | 62,780 | 0.00 |
| 41-9022 | Real estate sales agents | 0.005336% | 75,312 | 98,659 | 0.00 |
| 41-9041 | Telemarketers | 0.010672% | 42,447 | 55,606 | 0.01 |
| 41-9099 | Sales and related workers, all other | 0.032017% | 67,716 | 88,708 | 0.02 |
| 43-1011 | First-line supervisors of office and administrative support workers | 2.054429% | 77,987 | 102,163 | 1.40 |
| 43-2011 | Switchboard operators, including answering service | 0.128068% | 54,302 | 71,136 | 0.09 |
| 43-2021 | Telephone operators | 0.026681% | 58,470 | 76,596 | 0.02 |
| 43-3011 | Bill and account collectors | 0.005336% | 55,468 | 72,663 | 0.00 |
| 43-3021 | Billing and posting clerks | 0.010672% | 55,014 | 72,068 | 0.01 |
| 43-3031 | Bookkeeping, accounting, and auditing clerks | 0.997866% | 58,439 | 76,555 | 0.68 |
| 43-3041 | Gambling cage workers | 0.181430% | 43,151 | 56,528 | 0.12 |
| 43-3051 | Payroll and timekeeping clerks | 0.048026% | 63,658 | 83,392 | 0.03 |
| 43-3061 | Procurement clerks | 0.032017% | 55,055 | 72,122 | 0.02 |
| 43-3099 | Financial clerks, all other | 0.005336% | 58,789 | 77,014 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 43-4051 | Customer service representatives | 0.426894% | $ 51,527 | 67,500 | 0.29 |
| 43-4081 | Hotel, motel, and resort desk clerks | 13.543223% | 40,603 | 53,190 | 9.24 |
| 43-4111 | Interviewers, except eligibility and loan | 0.005336% | 53,786 | 70,460 | 0.00 |
| 43-4151 | Order clerks | 0.010672% | 48,030 | 62,919 | 0.01 |
| 43-4161 | Human resources assistants, except payroll and timekeeping | 0.042689% | 56,561 | 74,095 | 0.03 |
| 43-4171 | Receptionists and information clerks | 0.234792% | 44,275 | 58,000 | 0.16 |
| 43-4181 | Reservation and transportation ticket agents and travel clerks | 0.266809% | 45,957 | 60,204 | 0.18 |
| 43-4199 | Information and record clerks, all other | 0.016009% | 57,716 | 75,608 | 0.01 |
| 43-5021 | Couriers and messengers | 0.010672% | 44,420 | 58,190 | 0.01 |
| 43-5032 | Dispatchers, except police, fire, and ambulance | 0.069370% | 55,447 | 72,636 | 0.05 |
| 43-5061 | Production, planning, and expediting clerks | 0.032017% | 65,010 | 85,163 | 0.02 |
| 43-5071 | Shipping, receiving, and inventory clerks | 0.106724% | 46,421 | 60,812 | 0.07 |
| 43-6011 | Executive secretaries and executive administrative assistants | 0.090715% | 89,025 | 116,623 | 0.06 |
| 43-6014 | Secretaries and administrative assistants, except legal, medical, an | 0.394877% | 55,323 | 72,473 | 0.27 |
| 43-9021 | Data entry keyers | 0.010672% | 49,763 | 65,190 | 0.01 |
| 43-9051 | Mail clerks and mail machine operators, except postal service | 0.005336% | 45,802 | 60,001 | 0.00 |
| 43-9061 | Office clerks, general | 0.517609% | 50,217 | 65,784 | 0.35 |
| 43-9199 | Office and administrative support workers, all other | 0.026681% | 55,158 | 72,257 | 0.02 |
| 45-1011 | First-line supervisors of farming, fishing, and forestry workers | 0.010672% | 61,654 | 80,767 | 0.01 |
| 45-2092 | Farmworkers and laborers, crop, nursery, and greenhouse | 0.005336% | 37,625 | 49,289 | 0.00 |
| 45-2093 | Farmworkers, farm, ranch, and aquacultural animals | 0.053362% | 45,576 | 59,705 | 0.04 |
| 47-1011 | First-line supervisors of construction trades and extraction workers | 0.016009% | 98,673 | 129,262 | 0.01 |
| 47-2031 | Carpenters | 0.053362% | 75,280 | 98,617 | 0.04 |
| 47-2041 | Carpet installers | 0.005336% | 57,365 | 75,148 | 0.00 |
| 47-2061 | Construction laborers | 0.005336% | 63,316 | 82,944 | 0.00 |
| 47-2073 | Operating engineers and other construction equipment operators | 0.010672% | 90,783 | 118,926 | 0.01 |
| 47-2111 | Electricians | 0.042689% | 86,525 | 113,348 | 0.03 |
| 47-2141 | Painters, construction and maintenance | 0.106724% | 62,608 | 82,016 | 0.07 |
| 47-2152 | Plumbers, pipefitters, and steamfitters | 0.021345% | 77,260 | 101,211 | 0.01 |
| 49-1011 | First-line supervisors of mechanics, installers, and repairers | 0.592316% | 95,440 | 125,026 | 0.40 |
| 49-2094 | Electrical and electronics repairers, commercial and industrial equip | 0.005336% | 76,254 | 99,893 | 0.00 |
| 49-3023 | Automotive service technicians and mechanics | 0.010672% | 63,939 | 83,760 | 0.01 |
| 49-3042 | Mobile heavy equipment mechanics, except engines | 0.005336% | 84,155 | 110,243 | 0.00 |
| 49-3053 | Outdoor power equipment and other small engine mechanics | 0.016009% | 51,478 | 67,436 | 0.01 |
| 49-3092 | Recreational vehicle service technicians | 0.005336% | 59,233 | 77,595 | 0.00 |
| 49-9021 | Heating, air conditioning, and refrigeration mechanics and installers | 0.042689% | 72,923 | 95,529 | 0.03 |
| 49-9041 | Industrial machinery mechanics | 0.021345% | 74,109 | 97,083 | 0.01 |
| 49-9071 | Maintenance and repair workers, general | 5.288154% | 59,161 | 77,501 | 3.61 |
| 49-9091 | Coin, vending, and amusement machine servicers and repairers | 0.096051% | 52,352 | 68,581 | 0.07 |
| 49-9094 | Locksmiths and safe repairers | 0.005336% | 65,188 | 85,396 | 0.00 |
| 49-9098 | Helpers--installation, maintenance, and repair workers | 0.021345% | 44,316 | 58,054 | 0.01 |
| 49-9099 | Installation, maintenance, and repair workers, all other | 0.053362% | 56,693 | 74,268 | 0.04 |
| 51-1011 | First-line supervisors of production and operating workers | 0.074707% | 82,179 | 107,654 | 0.05 |
| 51-3011 | Bakers | 0.144077% | 42,083 | 55,129 | 0.10 |
| 51-3021 | Butchers and meat cutters | 0.010672% | 44,421 | 58,192 | 0.01 |
| 51-6011 | Laundry and dry-cleaning workers | 1.974386% | 39,093 | 51,212 | 1.35 |
| 51-6021 | Pressers, textile, garment, and related materials | 0.005336% | 38,514 | 50,453 | 0.00 |
| 51-6031 | Sewing machine operators | 0.010672% | 38,721 | 50,725 | 0.01 |
| 51-6052 | Tailors, dressmakers, and custom sewers | 0.016009% | 53,059 | 69,507 | 0.01 |
| 51-6093 | Upholsterers | 0.005336% | 50,576 | 66,255 | 0.00 |
| 51-8021 | Stationary engineers and boiler operators | 0.288154% | 73,541 | 96,339 | 0.20 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.4: Occupation Mix and Averages for Hotel Prototype Continued**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-9061 | Inspectors, testers, sorters, samplers, and weighers | 0.032017% | $ 56,628 | 74,183 | 0.02 |
| 51-9199 | Production workers, all other | 0.005336% | 46,521 | 60,943 | 0.00 |
| 53-1047 | First-line supervisors of transportation and material moving workers, | 0.053362% | 69,553 | 91,114 | 0.04 |
| 53-3031 | Driver/sales workers | 0.005336% | 48,650 | 63,732 | 0.00 |
| 53-3032 | Heavy and tractor-trailer truck drivers | 0.005336% | 60,964 | 79,863 | 0.00 |
| 53-3033 | Light truck drivers | 0.026681% | 50,711 | 66,431 | 0.02 |
| 53-3053 | Shuttle drivers and chauffeurs | 0.304162% | 44,977 | 58,920 | 0.21 |
| 53-3099 | Motor vehicle operators, all other | 0.005336% | 52,521 | 68,803 | 0.00 |
| 53-5021 | Captains, mates, and pilots of water vessels | 0.010672% | 95,520 | 125,131 | 0.01 |
| 53-5022 | Motorboat operators | 0.010672% | 85,090 | 111,468 | 0.01 |
| 53-6021 | Parking attendants | 0.309498% | 39,809 | 52,150 | 0.21 |
| 53-6031 | Automotive and watercraft service attendants | 0.005336% | 42,257 | 55,357 | 0.00 |
| 53-7061 | Cleaners of vehicles and equipment | 0.005336% | 40,238 | 52,712 | 0.00 |
| 53-7062 | Laborers and freight, stock, and material movers, hand | 0.192102% | 45,354 | 59,414 | 0.13 |
| 53-7065 | Stockers and order fillers | 0.144077% | 44,653 | 58,495 | 0.10 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: : Occupation Mix and Averages for Warehousing/Storage Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 11-1011 | Chief executives | 0.027724% | $ 271,228 | 355,309 | 0.00 |
| 11-1021 | General and operations managers | 0.992515% | 147,931 | 193,790 | 0.08 |
| 11-2021 | Marketing managers | 0.038813% | 162,948 | 213,462 | 0.00 |
| 11-2022 | Sales managers | 0.105351% | 146,743 | 192,233 | 0.01 |
| 11-2032 | Public relations managers | 0.005545% | 170,640 | 223,538 | 0.00 |
| 11-3012 | Administrative services managers | 0.044358% | 116,567 | 152,703 | 0.00 |
| 11-3013 | Facilities managers | 0.121985% | 116,229 | 152,260 | 0.01 |
| 11-3021 | Computer and information systems managers | 0.083172% | 192,755 | 252,509 | 0.01 |
| 11-3031 | Financial managers | 0.072082% | 181,815 | 238,178 | 0.01 |
| 11-3051 | Industrial production managers | 0.055448% | 151,854 | 198,929 | 0.00 |
| 11-3061 | Purchasing managers | 0.027724% | 137,063 | 179,553 | 0.00 |
| 11-3071 | Transportation, storage, and distribution managers | 1.092320% | 119,199 | 156,151 | 0.09 |
| 11-3121 | Human resources managers | 0.094261% | 158,799 | 208,027 | 0.01 |
| 11-3131 | Training and development managers | 0.033269% | 124,771 | 163,450 | 0.00 |
| 11-9021 | Construction managers | 0.005545% | 144,930 | 189,858 | 0.00 |
| 11-9041 | Architectural and engineering managers | 0.016634% | 180,207 | 236,071 | 0.00 |
| 11-9141 | Property, real estate, and community association managers | 0.011090% | 77,069 | 100,960 | 0.00 |
| 11-9199 | Managers, all other | 0.099806% | 163,398 | 214,051 | 0.01 |
| 13-1020 | Buyers and purchasing agents | 0.194067% | 86,708 | 113,587 | 0.02 |
| 13-1041 | Compliance officers | 0.038813% | 91,574 | 119,962 | 0.00 |
| 13-1051 | Cost estimators | 0.022179% | 93,888 | 122,993 | 0.00 |
| 13-1071 | Human resources specialists | 0.404769% | 85,202 | 111,615 | 0.03 |
| 13-1081 | Logisticians | 0.332686% | 90,887 | 119,062 | 0.03 |
| 13-1082 | Project management specialists | 0.099806% | 113,637 | 148,864 | 0.01 |
| 13-1111 | Management analysts | 0.094261% | 105,945 | 138,788 | 0.01 |
| 13-1131 | Fundraisers | 0.005545% | 76,998 | 100,867 | 0.00 |
| 13-1141 | Compensation, benefits, and job analysis specialists | 0.016634% | 89,801 | 117,639 | 0.00 |
| 13-1151 | Training and development specialists | 0.493485% | 82,508 | 108,085 | 0.04 |
| 13-1161 | Market research analysts and marketing specialists | 0.116440% | 85,622 | 112,165 | 0.01 |
| 13-1199 | Business operations specialists, all other | 0.426948% | 98,232 | 128,684 | 0.04 |
| 13-2011 | Accountants and auditors | 0.155254% | 100,465 | 131,609 | 0.01 |
| 13-2031 | Budget analysts | 0.005545% | 109,294 | 143,175 | 0.00 |
| 13-2041 | Credit analysts | 0.005545% | 82,867 | 108,556 | 0.00 |
| 13-2051 | Financial and investment analysts | 0.033269% | 101,325 | 132,736 | 0.00 |
| 13-2054 | Financial risk specialists | 0.005545% | 123,860 | 162,257 | 0.00 |
| 13-2099 | Financial specialists, all other | 0.005545% | 95,220 | 124,738 | 0.00 |
| 15-1211 | Computer systems analysts | 0.055448% | 133,329 | 174,661 | 0.00 |
| 15-1212 | Information security analysts | 0.005545% | 144,981 | 189,925 | 0.00 |
| 15-1231 | Computer network support specialists | 0.044358% | 86,475 | 113,282 | 0.00 |
| 15-1232 | Computer user support specialists | 0.221791% | 82,365 | 107,898 | 0.02 |
| 15-1241 | Computer network architects | 0.011090% | 157,931 | 206,890 | 0.00 |
| 15-1242 | Database administrators | 0.011090% | 119,895 | 157,062 | 0.00 |
| 15-1243 | Database architects | 0.011090% | 167,573 | 219,521 | 0.00 |
| 15-1244 | Network and computer systems administrators | 0.094261% | 118,237 | 154,890 | 0.01 |
| 15-1251 | Computer programmers | 0.005545% | 128,425 | 168,237 | 0.00 |
| 15-1252 | Software developers | 0.088716% | 179,029 | 234,528 | 0.01 |
| 15-1253 | Software quality assurance analysts and testers | 0.016634% | 136,760 | 179,156 | 0.00 |
| 15-1254 | Web developers | 0.011090% | 125,160 | 163,960 | 0.00 |
| 15-1255 | Web and digital interface designers | 0.005545% | 141,324 | 185,134 | 0.00 |
| 15-1299 | Computer occupations, all other | 0.160798% | 130,465 | 170,909 | 0.01 |
| 15-2031 | Operations research analysts | 0.027724% | 94,933 | 124,362 | 0.00 |
| 15-2051 | Data scientists | 0.033269% | 144,734 | 189,602 | 0.00 |
| 17-2071 | Electrical engineers | 0.005545% | 151,790 | 198,845 | 0.00 |
| 17-2111 | Health and safety engineers, except mining safety engineers and inspect | 0.005545% | 132,443 | 173,500 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: : Occupation Mix and Averages for Warehousing/Storage Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 17-2112 | Industrial engineers | 0.116440% | $ 124,614 | 163,244 | 0.01 |
| 17-2141 | Mechanical engineers | 0.011090% | 130,424 | 170,855 | 0.00 |
| 17-2199 | Engineers, all other | 0.011090% | 140,149 | 183,595 | 0.00 |
| 17-3013 | Mechanical drafters | 0.005545% | 86,177 | 112,892 | 0.00 |
| 17-3023 | Electrical and electronic engineering technologists and technicians | 0.005545% | 87,629 | 114,794 | 0.00 |
| 17-3024 | Electro-mechanical and mechatronics technologists and technicians | 0.016634% | 91,843 | 120,314 | 0.00 |
| 17-3026 | Industrial engineering technologists and technicians | 0.011090% | 79,903 | 104,673 | 0.00 |
| 19-4013 | Food science technicians | 0.005545% | 56,187 | 73,605 | 0.00 |
| 19-5011 | Occupational health and safety specialists | 0.133075% | 108,718 | 142,421 | 0.01 |
| 19-5012 | Occupational health and safety technicians | 0.327142% | 67,448 | 88,357 | 0.03 |
| 23-1011 | Lawyers | 0.005545% | 220,320 | 288,619 | 0.00 |
| 27-1011 | Art directors | 0.005545% | 152,532 | 199,817 | 0.00 |
| 27-1021 | Commercial and industrial designers | 0.005545% | 97,200 | 127,332 | 0.00 |
| 27-1024 | Graphic designers | 0.022179% | 82,262 | 107,763 | 0.00 |
| 27-1025 | Interior designers | 0.005545% | 84,034 | 110,085 | 0.00 |
| 27-1026 | Merchandise displayers and window trimmers | 0.144164% | 45,061 | 59,030 | 0.01 |
| 27-3031 | Public relations specialists | 0.022179% | 90,421 | 118,452 | 0.00 |
| 27-3042 | Technical writers | 0.005545% | 112,684 | 147,616 | 0.00 |
| 27-3043 | Writers and authors | 0.005545% | 111,922 | 146,618 | 0.00 |
| 27-4021 | Photographers | 0.011090% | 77,791 | 101,906 | 0.00 |
| 29-1051 | Pharmacists | 0.011090% | 162,031 | 212,261 | 0.00 |
| 29-1141 | Registered nurses | 0.005545% | 141,849 | 185,822 | 0.00 |
| 29-2052 | Pharmacy technicians | 0.011090% | 57,393 | 75,185 | 0.00 |
| 29-2061 | Licensed practical and licensed vocational nurses | 0.005545% | 78,893 | 103,350 | 0.00 |
| 33-1091 | First-line supervisors of security workers | 0.033269% | 62,704 | 82,142 | 0.00 |
| 33-1099 | First-line supervisors of protective service workers, all other | 0.011090% | 77,084 | 100,980 | 0.00 |
| 33-9021 | Private detectives and investigators | 0.005545% | 65,848 | 86,261 | 0.00 |
| 33-9032 | Security guards | 0.321597% | 46,324 | 60,684 | 0.03 |
| 33-9099 | Protective service workers, all other | 0.105351% | 47,170 | 61,793 | 0.01 |
| 35-2012 | Cooks, institution and cafeteria | 0.005545% | 47,675 | 62,454 | 0.00 |
| 35-2021 | Food preparation workers | 0.022179% | 40,377 | 52,894 | 0.00 |
| 35-3023 | Fast food and counter workers | 0.005545% | 37,800 | 49,518 | 0.00 |
| 37-1011 | First-line supervisors of housekeeping and janitorial workers | 0.011090% | 59,714 | 78,225 | 0.00 |
| 37-2011 | Janitors and cleaners, except maids and housekeeping cleaners | 0.776268% | 43,149 | 56,525 | 0.07 |
| 37-2012 | Maids and housekeeping cleaners | 0.011090% | 44,912 | 58,835 | 0.00 |
| 37-3011 | Landscaping and groundskeeping workers | 0.011090% | 46,056 | 60,333 | 0.00 |
| 41-1011 | First-line supervisors of retail sales workers | 0.077627% | 56,699 | 74,276 | 0.01 |
| 41-1012 | First-line supervisors of non-retail sales workers | 0.072082% | 100,871 | 132,141 | 0.01 |
| 41-2011 | Cashiers | 0.049903% | 38,747 | 50,759 | 0.00 |
| 41-2021 | Counter and rental clerks | 0.038813% | 48,286 | 63,255 | 0.00 |
| 41-2022 | Parts salespersons | 0.011090% | 47,118 | 61,725 | 0.00 |
| 41-2031 | Retail salespersons | 0.415858% | 43,149 | 56,525 | 0.04 |
| 41-3091 | Sales representatives of services, except advertising, insurance, financia | 0.149709% | 96,241 | 126,076 | 0.01 |
| 41-4011 | Sales representatives, wholesale and manufacturing, technical and scien | 0.066537% | 139,669 | 182,966 | 0.01 |
| 41-4012 | Sales representatives, wholesale and manufacturing, except technical ar | 0.343776% | 87,187 | 114,215 | 0.03 |
| 41-9011 | Demonstrators and product promoters | 0.016634% | 47,924 | 62,780 | 0.00 |
| 41-9099 | Sales and related workers, all other | 0.011090% | 67,716 | 88,708 | 0.00 |
| 43-1011 | First-line supervisors of office and administrative support workers | 1.280843% | 77,987 | 102,163 | 0.11 |
| 43-3011 | Bill and account collectors | 0.016634% | 55,468 | 72,663 | 0.00 |
| 43-3021 | Billing and posting clerks | 0.144164% | 55,014 | 72,068 | 0.01 |
| 43-3031 | Bookkeeping, accounting, and auditing clerks | 0.232881% | 58,439 | 76,555 | 0.02 |
| 43-3051 | Payroll and timekeeping clerks | 0.033269% | 63,658 | 83,392 | 0.00 |
| 43-3061 | Procurement clerks | 0.044358% | 55,055 | 72,122 | 0.00 |
| 43-4041 | Credit authorizers, checkers, and clerks | 0.005545% | 48,247 | 63,204 | 0.00 |
| 43-4051 | Customer service representatives | 1.108955% | 51,527 | 67,500 | 0.09 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: : Occupation Mix and Averages for Warehousing/Storage Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 43-4071 | File clerks | 0.016634% | $ 48,154 | 63,082 | 0.00 |
| 43-4151 | Order clerks | 0.277239% | 48,030 | 62,919 | 0.02 |
| 43-4161 | Human resources assistants, except payroll and timekeeping | 0.188522% | 56,561 | 74,095 | 0.02 |
| 43-4171 | Receptionists and information clerks | 0.044358% | 44,275 | 58,000 | 0.00 |
| 43-4199 | Information and record clerks, all other | 0.066537% | 57,716 | 75,608 | 0.01 |
| 43-5011 | Cargo and freight agents | 0.077627% | 59,016 | 77,311 | 0.01 |
| 43-5021 | Couriers and messengers | 0.016634% | 44,420 | 58,190 | 0.00 |
| 43-5032 | Dispatchers, except police, fire, and ambulance | 0.149709% | 55,447 | 72,636 | 0.01 |
| 43-5061 | Production, planning, and expediting clerks | 0.676462% | 65,010 | 85,163 | 0.06 |
| 43-5071 | Shipping, receiving, and inventory clerks | 3.798170% | 46,421 | 60,812 | 0.32 |
| 43-5111 | Weighers, measurers, checkers, and samplers, recordkeeping | 0.682007% | 46,957 | 61,514 | 0.06 |
| 43-6011 | Executive secretaries and executive administrative assistants | 0.055448% | 89,025 | 116,623 | 0.00 |
| 43-6014 | Secretaries and administrative assistants, except legal, medical, and ex | 0.382589% | 55,323 | 72,473 | 0.03 |
| 43-9021 | Data entry keyers | 0.088716% | 49,763 | 65,190 | 0.01 |
| 43-9051 | Mail clerks and mail machine operators, except postal service | 0.011090% | 45,802 | 60,001 | 0.00 |
| 43-9061 | Office clerks, general | 0.665373% | 50,217 | 65,784 | 0.06 |
| 43-9071 | Office machine operators, except computer | 0.016634% | 48,876 | 64,028 | 0.00 |
| 43-9199 | Office and administrative support workers, all other | 0.066537% | 55,158 | 72,257 | 0.01 |
| 45-1011 | First-line supervisors of farming, fishing, and forestry workers | 0.005545% | 61,654 | 80,767 | 0.00 |
| 45-2041 | Graders and sorters, agricultural products | 0.011090% | 36,886 | 48,321 | 0.00 |
| 45-2091 | Agricultural equipment operators | 0.022179% | 41,062 | 53,791 | 0.00 |
| 47-1011 | First-line supervisors of construction trades and extraction workers | 0.005545% | 98,673 | 129,262 | 0.00 |
| 47-2031 | Carpenters | 0.011090% | 75,280 | 98,617 | 0.00 |
| 47-2061 | Construction laborers | 0.005545% | 63,316 | 82,944 | 0.00 |
| 47-2073 | Operating engineers and other construction equipment operators | 0.005545% | 90,783 | 118,926 | 0.00 |
| 47-2111 | Electricians | 0.027724% | 86,525 | 113,348 | 0.00 |
| 47-2152 | Plumbers, pipefitters, and steamfitters | 0.005545% | 77,260 | 101,211 | 0.00 |
| 47-4090 | Miscellaneous construction and related workers | 0.005545% | 77,978 | 102,151 | 0.00 |
| 49-1011 | First-line supervisors of mechanics, installers, and repairers | 0.266149% | 95,440 | 125,026 | 0.02 |
| 49-2011 | Computer, automated teller, and office machine repairers | 0.033269% | 55,069 | 72,140 | 0.00 |
| 49-2092 | Electric motor, power tool, and related repairers | 0.016634% | 66,364 | 86,937 | 0.00 |
| 49-2094 | Electrical and electronics repairers, commercial and industrial equipment | 0.199612% | 76,254 | 99,893 | 0.02 |
| 49-2096 | Electronic equipment installers and repairers, motor vehicles | 0.005545% | 52,311 | 68,527 | 0.00 |
| 49-3023 | Automotive service technicians and mechanics | 0.005545% | 63,939 | 83,760 | 0.00 |
| 49-3031 | Bus and truck mechanics and diesel engine specialists | 0.171888% | 72,715 | 95,257 | 0.01 |
| 49-3042 | Mobile heavy equipment mechanics, except engines | 0.060993% | 84,155 | 110,243 | 0.01 |
| 49-3093 | Tire repairers and changers | 0.011090% | 43,816 | 57,399 | 0.00 |
| 49-9021 | Heating, air conditioning, and refrigeration mechanics and installers | 0.044358% | 72,923 | 95,529 | 0.00 |
| 49-9031 | Home appliance repairers | 0.005545% | 52,571 | 68,868 | 0.00 |
| 49-9041 | Industrial machinery mechanics | 0.127530% | 74,109 | 97,083 | 0.01 |
| 49-9043 | Maintenance workers, machinery | 0.116440% | 68,550 | 89,801 | 0.01 |
| 49-9044 | Millwrights | 0.011090% | 71,778 | 94,029 | 0.00 |
| 49-9071 | Maintenance and repair workers, general | 1.469365% | 59,161 | 77,501 | 0.13 |
| 49-9091 | Coin, vending, and amusement machine servicers and repairers | 0.055448% | 52,352 | 68,581 | 0.00 |
| 49-9098 | Helpers--installation, maintenance, and repair workers | 0.033269% | 44,316 | 58,054 | 0.00 |
| 49-9099 | Installation, maintenance, and repair workers, all other | 0.105351% | 56,693 | 74,268 | 0.01 |
| 51-1011 | First-line supervisors of production and operating workers | 0.171888% | 82,179 | 107,654 | 0.01 |
| 51-2028 | Electrical, electronic, and electromechanical assemblers, except coil wir | 0.016634% | 50,824 | 66,579 | 0.00 |
| 51-2090 | Miscellaneous assemblers and fabricators | 0.249515% | 47,948 | 62,812 | 0.02 |
| 51-3021 | Butchers and meat cutters | 0.011090% | 44,421 | 58,192 | 0.00 |
| 51-3092 | Food batchmakers | 0.044358% | 42,703 | 55,941 | 0.00 |
| 51-3093 | Food cooking machine operators and tenders | 0.027724% | 43,190 | 56,579 | 0.00 |
| 51-4031 | Cutting, punching, and press machine setters, operators, and tenders, m | 0.011090% | 49,583 | 64,954 | 0.00 |
| 51-4041 | Machinists | 0.005545% | 62,359 | 81,690 | 0.00 |
| 51-4121 | Welders, cutters, solderers, and brazers | 0.016634% | 61,210 | 80,185 | 0.00 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

**Appendix Table A.5: : Occupation Mix and Averages for Warehousing/Storage Prototype**

| SOC Code | Occupation Name | Percent of Total | Average Annual Wage | Household Income | Net New Napa County Households |
|---|---|---|---|---|---|
| 51-5112 | Printing press operators | 0.011090% | $ 48,972 | 64,153 | 0.00 |
| 51-6011 | Laundry and dry-cleaning workers | 0.005545% | 39,093 | 51,212 | 0.00 |
| 51-6031 | Sewing machine operators | 0.066537% | 38,721 | 50,725 | 0.01 |
| 51-6062 | Textile cutting machine setters, operators, and tenders | 0.005545% | 40,903 | 53,583 | 0.00 |
| 51-6093 | Upholsterers | 0.005545% | 50,576 | 66,255 | 0.00 |
| 51-7021 | Furniture finishers | 0.038813% | 51,372 | 67,297 | 0.00 |
| 51-7041 | Sawing machine setters, operators, and tenders, wood | 0.005545% | 45,517 | 59,627 | 0.00 |
| 51-8093 | Petroleum pump system operators, refinery operators, and gaugers | 0.005545% | 104,679 | 137,129 | 0.00 |
| 51-9012 | Separating, filtering, clarifying, precipitating, and still machine setters, op | 0.005545% | 64,459 | 84,441 | 0.00 |
| 51-9023 | Mixing and blending machine setters, operators, and tenders | 0.011090% | 54,000 | 70,740 | 0.00 |
| 51-9032 | Cutting and slicing machine setters, operators, and tenders | 0.005545% | 46,831 | 61,349 | 0.00 |
| 51-9041 | Extruding, forming, pressing, and compacting machine setters, operators | 0.005545% | 48,879 | 64,031 | 0.00 |
| 51-9061 | Inspectors, testers, sorters, samplers, and weighers | 0.676462% | 56,628 | 74,183 | 0.06 |
| 51-9111 | Packaging and filling machine operators and tenders | 0.205157% | 44,400 | 58,164 | 0.02 |
| 51-9124 | Coating, painting, and spraying machine setters, operators, and tenders | 0.005545% | 57,641 | 75,510 | 0.00 |
| 51-9192 | Cleaning, washing, and metal pickling equipment operators and tenders | 0.011090% | 43,666 | 57,202 | 0.00 |
| 51-9193 | Cooling and freezing equipment operators and tenders | 0.033269% | 46,738 | 61,227 | 0.00 |
| 51-9196 | Paper goods machine setters, operators, and tenders | 0.005545% | 51,352 | 67,271 | 0.00 |
| 51-9198 | Helpers--production workers | 0.033269% | 44,234 | 57,947 | 0.00 |
| 51-9199 | Production workers, all other | 0.049903% | 46,521 | 60,943 | 0.00 |
| 53-1047 | First-line supervisors of transportation and material moving workers, exce | 2.999723% | 69,553 | 91,114 | 0.26 |
| 53-3031 | Driver/sales workers | 0.377045% | 48,650 | 63,732 | 0.03 |
| 53-3032 | Heavy and tractor-trailer truck drivers | 4.391461% | 60,964 | 79,863 | 0.37 |
| 53-3033 | Light truck drivers | 0.803992% | 50,711 | 66,431 | 0.07 |
| 53-3053 | Shuttle drivers and chauffeurs | 0.005545% | 44,977 | 58,920 | 0.00 |
| 53-3099 | Motor vehicle operators, all other | 0.005545% | 52,521 | 68,803 | 0.00 |
| 53-6031 | Automotive and watercraft service attendants | 0.011090% | 42,257 | 55,357 | 0.00 |
| 53-6051 | Transportation inspectors | 0.005545% | 89,515 | 117,265 | 0.00 |
| 53-6099 | Transportation workers, all other | 0.005545% | 52,740 | 69,089 | 0.00 |
| 53-7011 | Conveyor operators and tenders | 0.049903% | 44,548 | 58,358 | 0.00 |
| 53-7021 | Crane and tower operators | 0.011090% | 69,940 | 91,621 | 0.00 |
| 53-7041 | Hoist and winch operators | 0.005545% | 54,226 | 71,036 | 0.00 |
| 53-7051 | Industrial truck and tractor operators | 15.004159% | 50,794 | 66,540 | 1.28 |
| 53-7061 | Cleaners of vehicles and equipment | 0.049903% | 40,238 | 52,712 | 0.00 |
| 53-7062 | Laborers and freight, stock, and material movers, hand | 23.371223% | 45,354 | 59,414 | 1.99 |
| 53-7063 | Machine feeders and offbearers | 0.316052% | 45,270 | 59,304 | 0.03 |
| 53-7064 | Packers and packagers, hand | 4.330469% | 41,347 | 54,165 | 0.37 |
| 53-7065 | Stockers and order fillers | 23.687275% | 44,653 | 58,495 | 2.02 |
| 53-7072 | Pump operators, except wellhead pumpers | 0.027724% | 55,785 | 73,078 | 0.00 |
| 53-7081 | Refuse and recyclable material collectors | 0.005545% | 63,736 | 83,494 | 0.00 |
| 53-7121 | Tank car, truck, and ship loaders | 0.038813% | 62,815 | 82,288 | 0.00 |
| 53-7199 | Material moving workers, all other | 0.077627% | 42,644 | 55,864 | 0.01 |

Sources: CA EDD, Occupational Employment (May 2022) & Wage (2023 - 1st Quarter) Data.

## Appendix Table A.6: Residential Affordable Housing Fee Comparison

| Land Use Category | Current Napa County | Maximum Justified Napa County | Berkeley | Fremont (Low)[1] | Fremont (High)[1] | Larkspur[2] | Palo Alto (Low)[3] | Palo Alto (High)[3] | Redwood City (Low)[4] | Redwood City (High)[4] | San Francisco (Low)[5] | San Francisco (High)[5] | Sonoma (City of)[6] | Walnut Creek |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fee Per Square Foot** | | | | | | | | | | | | | | |
| *For Sale* | | | | | | | | | | | | | | |
| 0 to 1,199 square feet | $ - | $ 86.00 | $ 56.25 | $ 26.54 | $ 43.25 | 20% | $ 66.00 | $ 100.00 | $ 20.00 | $ 25.00 | $ - | $ 76.59 | $ - | $ 26.04 |
| 1,200 to 2,000 square feet | 9.00 | 86.00 | 56.25 | 26.54 | 43.25 | 20% | 66.00 | 100.00 | 20.00 | 25.00 | - | 76.59 | - | 26.04 |
| 2,001 to 3,000 square feet | 10.75 | 86.00 | 56.25 | 26.54 | 43.25 | 20% | 66.00 | 100.00 | 20.00 | 25.00 | - | 76.59 | - | 26.04 |
| 3,001 or above square feet | 12.25 | 86.00 | 56.25 | 26.54 | 43.25 | 20% | 66.00 | 100.00 | 20.00 | 25.00 | - | 76.59 | - | 26.04 |
| *Rental* | | | | | | | | | | | | | | |
| 0 to 699 square feet | 5.50 | 152.00 | 56.25 | 8.60 | 26.54 | 20% | 26.00 | 26.00 | 20.00 | 20.00 | - | 76.59 | - | 26.04 |
| 700 or above square feet | 5.50 | 152.00 | 56.25 | 17.20 | 26.54 | 20% | 26.00 | 26.00 | 20.00 | 20.00 | - | 76.59 | - | 26.04 |

[1] Fremont has lower fees for stacked flats for sale and higher fees for rental units with underlying subdivision map.

[2] Larkspur: a complete in-lieu fee is not available. 20% of units must be affordable for projects of 2 or more units. Fractional in-lieu fees are charged at $362,817 per unit for affordable units that cannot be provided onsite.

[3] Palo Alto charges the lower fee for attached single family homes and condominiums, and the higher fee for single family detached homes.

[4] Redwood City charges the lower fee for condominiums and apartments, and the higher fee for single family homes and townhome/duplex/triplex developments.

[5] San Francisco fee varies with location, gross square footage of project, building height and floor area ratio.

[6] Residential developments containing five or more parcels or units must provide that at least 25 percent of the total parcels or units are affordable to households in the low and moderate income categories.

## Appendix Table A.7: Commercial Linkage Fee Comparison

| Land Use Category | Current Napa County | Maximum Justified Napa County | Berkeley | Fremont | Larkspur[1] | Palo Alto | Redwood City | San Francisco (Low)[2] | San Francisco (High)[2] | Sonoma (City of) | Walnut Creek |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **Fee Per Square Foot** | | | | | | | | | | | |
| *Commercial* | | | | | | | | | | | |
| 0 to 2,500 square feet | $ 7.50 | $ 584.00 | $ - | $ 11.33 | $ 8.94 | $ 27.00 | $ 5.91 | $ - | $ 57.42 | $ 4.00 | $ 5.00 |
| 2,501 to 7,499 square feet | 7.50 | 584.00 | - | 11.33 | 11.17 | 27.00 | 5.91 | - | 57.42 | 4.00 | 5.00 |
| 7,500 or above | 7.50 | 584.00 | 6.28 | 11.33 | 11.17 | 27.00 | 5.91 | - | 57.42 | 4.00 | 5.00 |
| *Retail* | | | | | | | | | | | |
| 0 to 2,500 square feet | 7.50 | 584.00 | - | 11.33 | 8.94 | 27.00 | 5.91 | - | 57.42 | 4.00 | 5.00 |
| 2,501 to 7,499 square feet | 7.50 | 584.00 | - | 11.33 | 11.17 | 27.00 | 5.91 | - | 57.42 | 4.00 | 5.00 |
| 7,500 or above | 7.50 | 584.00 | 6.28 | 11.33 | 11.17 | 27.00 | 5.91 | - | 57.42 | 4.00 | 5.00 |
| *Office* | | | | | | | | | | | |
| 0 to 7,499 square feet | 5.25 | 367.00 | - | 11.33 | 11.17 | 80.00 | 23.62 | - | 57.42 | 4.00 | 5.00 |
| 7,500 or above | 5.25 | 367.00 | 6.28 | 11.33 | 11.17 | 80.00 | 23.62 | - | 57.42 | 4.00 | 5.00 |
| *Industrial* | | | | | | | | | | | |
| 0 to 7,499 square feet | 4.50 | 154.00 | - | 5.67 | - | 27.00 | - | - | 57.42 | - | 5.00 |
| 7,500 or above | 4.50 | 154.00 | 3.14 | 5.67 | - | 27.00 | - | - | 57.42 | - | 5.00 |
| *Hotel/Motel* | 9.00 | 405.00 | - | 11.33 | 5.59 | 27.00 | 5.91 | - | 57.42 | 15.00 | 5.00 |

[1] Larkspur industrial fee based on amount and type of jobs associated with the project.

[2] San Francisco fee only applies in the Van Ness and Market Special Use District. Nonresidential housing fees are not charged in most areas of the City/County.

# NAPA COUNTY

# AFFORDABLE HOUSING AND COMMERCIAL LINKAGE FEE FINANCIAL FEASIBILITY ANALYSIS

## FINAL

## SEPTEMBER 11, 2025


*Oakland Office*
66 Franklin Street
Suite 300
Oakland, CA 94607
Tel: (510) 832-0899

*Corporate Office*
27368 Via Industria
Suite 200
Temecula, CA 92590
Tel: (800) 755-6864
Fax: (888) 326-6864

www.willdan.com

*Other Regional Offices*
Aurora, CO
Orlando, FL
Phoenix, AZ
Plano, TX
Seattle, WA
Washington, DC

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# Executive Summary

Willdan Financial Services has calculated the maximum justified affordable housing and commercial linkage fees that can be charged under the Mitigation Fee Act for Napa County. The purpose of this analysis is to provide County policymakers with some context for setting these fee levels. As a policy decision the Board of Supervisors can implement any fee level up to, but not exceeding, the maximum justified fee levels supported by Willdan's nexus analysis.

## Maximum Justified Fees

**Table E.1** summarizes the maximum justified affordable housing and commercial linkage fees justified by the April 23, 2025, Draft Affordable Housing and Commercial Linkage Fee Study ("Study"). The analysis documented in this memorandum will examine if the maximum justified fee levels are economically feasible.

**Table E.1: Maximum Justified Affordable Housing and Commercial Linkage Fee Schedule**

| | Fee per Square Foot |
|---|---|
| *Residential* | |
| New Rental Unit | $ 152 |
| New For Sale Unit | 86 |
| *Nonresidential* | |
| Commercial Retail/ Restaurant | $ 584 |
| Office | 367 |
| Industrial/ Manufacturing | 154 |
| Hotel | 405 |
| Warehousing/ Storage | 50 |

Source: Napa County Affordable Housing and Commercial Linkage Impact Fee Study, 2025.

## Project Prototypes

County staff provided Willdan with building permit data from 2024 and 2025. Willdan reviewed the data and used the data to inform the development prototype characteristics. Since there were no completed hotels within the building permit data, the hotel prototype is based partially on a recent project within the City of St. Helena, with modifications to reflect generalized hotel characteristics. This prototype was chosen because it is within the County, it was feasible when it was recently approved, and would be representative of potential hotels that could be built in unincorporated areas of the County. Similarly, the multifamily prototype is partially based on an apartment project in the City of American Canyon, built in 2019. County staff confirmed that while there are two multifamily parcels available for development in the unincorporated County, the American Canyon

example was a reasonable project to use for the purpose of evaluating feasibility. The project prototypes used in this analysis are listed here:

- Residential: 4,050 square foot single family detached dwelling unit on a large lot
- Multifamily: 165,000 square foot apartment building
- Office: 6,846 square foot single story building
- Retail: 1,215 square foot single story building
- Industrial/Manufacturing: 4,225 square foot single story building
- Hotel: 65-room hotel
- Industrial/Warehousing: 51,837 square foot single story building

For each prototype, total site area, building area, number of parking spaces and other key development program components are identified. The analysis is driven by cost estimates for the major cost items — land, construction costs, tenant improvements, and indirect costs inclusive of all permits and fees. The cost estimates were developed from Willdan's experience with real estate projects throughout the Bay Area.

# Methodology Overview

This financial feasibility analysis uses a pro forma approach to calculate the projected return that the development prototypes are likely to generate. Each protype's pro forma estimates the residual land value, a method of estimating the value of land for a project that calculates the total revenue generated by a project (either in the form of sales price or the present value of projected lease income) and subtracts the costs of developer and operations (as applicable) to arrive at a net amount that is attributable to the land under the project.

The analysis assumes that if the residual land value is less than the cost to acquire the land at the market rate, the project is not feasible. A low residual land value means a project is challenging to develop and may not be feasible. Willdan reviewed land sales transactions in Napa County in the past five years and estimates that a residual land value below $9 per square foot (psf) for residential or $11 per square foot for commercial projects indicates a low feasibility and low probability of completion for the prototype development in question. This number can vary by land entitlement, with generally higher valuations for single family land and downtown parcels, and lower values for industrial and other less intensive uses.

As shown in **Table E.2** below, considering the benchmarks described above, the analysis finds that single family residential, industrial, hotel, and retail development appear feasible in current market conditions, and multifamily and specialized industrial/warehousing development are near the threshold of feasibility although warehousing may in fact be feasible given that it typically has lower land valuations to meet. Office uses appear infeasible under current market conditions.

It is important to note that this feasibility analysis reflects current market conditions, and especially the historic increases in construction costs during and after the COVID epidemic. Willdan expects that market factors will return to a more historic balance in the future and that the office and warehouse development types will become feasible. It is also important to note that this analysis reflects a very generalized example, and that individual projects have their own economics and may in fact be feasible even in current market conditions.

Table E.2 also shows the net project value per building square foot. This metric roughly indicates if there is economic capacity to impose additional fees on a development prototype. It appears that the affordable housing fee would make little difference to feasibility for single family, retail, industrial and hotel development but could pose a significant burden to the feasibility of multifamily and warehousing. Office would be rendered even more infeasible, although the

relative burden on warehousing is small enough that it might make little material difference. The County's current affordable housing and commercial linkage fees per square foot are also shown.

## Alternative Feasibility Analysis

The residual land value analysis assumes that all development protypes are rental or leased property, except for the single-family prototype, which is built for immediate sale. In practice, the unique characteristics of development in unincorporated Napa County are such that certain development product types are built by owner-operators for their own use, and the feasibility of those products is not based on immediate sale or ongoing lease of the property. Accordingly, an alternative analysis is also presented in Chapter 4, which assumes owner-operator development of the same project prototypes used in the residual land value analysis. This alternative analysis evaluates feasibility of the fees based on the assumption that fees within one- to three- percent of the construction cost of a project are economically feasible.

## Table E.2: Feasibility Model Results

| | Single Family Residential | Multifamily Residential | Office | Commercial Retail | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
|---|---|---|---|---|---|---|---|
| Results | | | | | | | |
| Residual Land Values (per acre) | $ 2,398,835 | $ 477,233 | $ (1,674,647) | $ 1,064,818 | $ 611,911 | $ 1,358,761 | $ 138,749 |
| Land Cost per Acre | 479,160 | 479,160 | 392,040 | 392,040 | 392,040 | 392,040 | 392,040 |
| Net Project Value per acre | $ 1,919,675 | $ (1,927) | $ (2,066,687) | $ 672,778 | $ 219,871 | $ 966,721 | $ (253,291) |
| Prototype Square Feet per Acre | 4,050 | 19,142 | 10,867 | 11,045 | 15,089 | 6,000 | 15,246 |
| Net Project Value per Building Square Foot | $ 474 | $ (0) | $ (190) | $ 61 | $ 15 | $ 161 | $ (17) |
| Maximum Fee per Square Foot | $ 86 | $ 152 | $ 367 | $ 584 | $ 154 | $ 405 | $ 50 |
| Net Fee Capacity | $ 388 | $ - | $ - | $ 61 | $ 15 | $ 161 | $ - |
| Current Fee per Square Foot | $ 12.25 | $ - | $ 5.25 | $ 7.50 | $ 4.50 | $ 9.00 | $ 3.60 |

Sources: CoStar; Willdan Financial Services.

The residual land values are affected by each of the inputs and assumptions contained in the pro formas and are particularly sensitive to capitalization rates, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current market conditions, and tested the sensitivity to the factors to financial feasibility for each of the prototypes.

Willdan believes it is important to consider that the impact fees are a cost recovery mechanism, not an assessment or tax. The impact fees are a calculation of the costs incurred by the County to provide affordable housing in connection with development. At the full calculated fee, the County "breaks even" on the revenue received and the costs of new facilities needed to serve development. Any reduction of the fees results in the need to identify outside revenues to make up the difference or a reduction in the provision of affordable housing. This analysis examines the proposed fees in comparison to estimated project feasibility, but that does not mean that the fees are responsible for the feasibility of projects, or that they should be set at a level that assists project feasibility. This is a policy judgement to be made by elected officials, with the input of members of the community and other stakeholders.

# 1. Introduction

## Purpose

The primary purpose of this report is to analyze the effect on financial feasibility of the draft affordable housing and commercial linkage fees on seven residential and nonresidential development project prototypes. These prototypes are summarized in **Table 1**, below.

The Study calculates the maximum justified fee that will be considered by the County Borad of Supervisors. The nexus study documents the necessary data and calculations to establish nexus and proportionality.

## Assumptions

The financial feasibility analysis assumes all development prototypes are rentals or leases, except for single-family residential. The analysis includes other assumptions about the development prototypes which are documented in **Table 2** and individual pro formas in the Appendix.

## Table 1: Development Prototypes

| | Single Family Residential | Multifamily Residential | Office | Commercial Retail | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
|---|---|---|---|---|---|---|---|
| Density (FAR) | | | 0.25 | 0.25 | 0.35 | 0.14 | 0.35 |
| Density (Units/Acre) | 0.03 | 18.45 | | | | | |
| Parking Type | Covered | Surface | Surface | Surface | Surface | Surface | Surface |
| Form Factor | Single | 3 Stories | 1 Story | 1 Story | 1 Story | Multi | 1 Story |
| Residential Units/ Hotel Rooms | 1 | 159 | | | | 65 | |
| Residential Square Feet | 4,050 | 165,000 | | | | | |
| Commercial Square Feet | | | 6,846 | 1,215 | 4,225 | 54,000 | 51,837 |
| Parcel Size (Acres) | 30.00 | 8.62 | 0.63 | 0.11 | 0.28 | 9.00 | 3.40 |

Source: Willdan Financial Services.

# 2. Feasibility Analysis

The feasibility analysis of Napa County's proposed affordable housing and commercial linkage fees uses a pro forma approach to calculate the projected financial return that seven development prototypes are likely to generate for developers. The analysis assumes a standard set of assumptions and then estimate potential revenues, costs and a net financial return for the real estate developer.

## Feasibility Analysis Methods

In classical real estate economics, development value is created when existing land or buildings can be improved by the investment of financial capital. Two main types of financial calculations are used by developers and policy makers to understand the financial feasibility of a particular development concept or project. The first and simplest type of financial feasibility analysis can be expressed by this basic equation:

Development Value – (Development Costs + Land) = Profit

In this case profit can be expressed as total dollars or more typically as a percent return on money invested or costs. Assuming a positive return, this percentage return is then compared to typical returns in the marketplace to assess the viability of a particular development versus other potential investment and development opportunities.

The second type of financial feasibility analysis is called a "land residual method" and can be expressed by the following simple equation:

Development Value – (Development Costs + Profit) = Land Residual

This type of analysis is often preferred by urban economists as a means of clarifying the value generated by a proposed project under different planning and development scenarios and with validated cost and revenue assumptions. Assuming that the land residual is positive, the land value created by a development is compared to recent land sales for comparable parcels of land to further evaluate the relative feasibility of the development concept compared to other opportunities in the marketplace. Effectively, the land residual is the amount the developer can afford to pay for the land. If this amount is above prevailing land costs, the project is generally feasible.

This analysis uses the land residual value method for determining financial feasibility.

## Land Residual Analysis

As a policy tool for helping to understand the potential for value capture related to new zoning and/or planning permissions in each area, a land residual methodology is often a preferable approach for illustrating the potential increase in underling land values associated with different policy interventions. This report uses a land residual analysis to estimate the value of land for each of the seven development prototypes that relies on the net operating income and value of improvements.

# Structure and Inputs

**Table 2** details the key assumptions used as inputs into the pro forma model. Values for current market conditions were sourced from CoStar and Willdan's experience with development projects in the Bay Area.

- **Construction Costs**: Figures are based on Willdan's experience in the Bay Area, and reflect modest finishes. Luxury products could cost substantially more per square foot.
- **Land Costs:** Costs are generalized between residential and nonresidential development and are informed by an analysis of land sales comparisons provided by CoStar. Land costs can be highly variable throughout any jurisdiction.
- **Soft Costs:** Soft costs including permitting, County fees, design, engineering costs and developer profit.
- **Vacancy Rates:** Vacancy rates are used to calculate the projected revenue for each prototype. The rates were updated using the latest rates by product type reported by CoStar for the Napa County submarket. Not applicable to single family residential prototype.
- **Operating Expenses:** Operating expenses capture ongoing costs not included in the one-time construction costs. Assumptions based on Willdan's experience with development projects in the Bay Area. Operating expenses are expressed as a percentage of ongoing revenue.
- **Financing Cost:** The cost of financing is assumed at five percent for all product types. The financing cost is calculated as a percentage of hard construction costs, including site acquisition.
- **Revenue Assumptions:** Ongoing revenue assumptions for all product types, except for single family residential were sourced from CoStar's submarket reports for the Napa County submarket. These assumptions include lease rates, capitalization rates, hotel ADR, occupancy and revenue per available room (revpar). The residential market value assumption is informed by recent sales reported by Zillow.com.

**Table 2: Feasibility Model Assumptions**

| | Single Family Residential | Multifamily Residential | Office | Commercial Retail | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
|---|---|---|---|---|---|---|---|
| *Development/Construction Costs (Costs per Square Foot)* | | | | | | | |
| Residential Construction Costs | $ 240 | $ 310 | - | - | - | - | - |
| Commercial Construction Costs | - | - | $ 250 | $ 250 | $ 125 | $ 250 | $ 125 |
| Commercial Tenant Improvements (PSF) Landlord Allowance | - | - | 50 | 75 | 30 | - | 30 |
| Commercial Parking Standard (per 1,000 sf or Hotel Room) | | | 2.0 | 2.0 | 1.3 | 1.0 | 0.5 |
| *Land Costs* | | | | | | | |
| Cost per Square Foot | $ 11 | $ 11 | $ 9 | $ 9 | $ 9 | $ 9 | $ 9 |
| *Soft Costs* | | | | | | | |
| Soft Costs (% of hard costs) | 25% | 25% | 25% | 25% | 25% | 25% | 25% |
| Developer Profit | 12% | 12% | 12% | 12% | 12% | 12% | 12% |
| *Vacancy Rate* | | | | | | | |
| Residential Vacancy | NA | 3.8% | - | - | - | - | - |
| Commercial Vacancy | - | - | 10.0% | 2.0% | 5.8% | N/A | 4.3% |
| *Operating Expenses (% of revenue)* | | | | | | | |
| Residential Operating Expenses | NA | 25% | - | - | - | - | - |
| Commercial Operating Expenses | - | - | 20% | 20% | 15% | 25% | 15% |
| *Financing* | | | | | | | |
| % of Construction Cost | 5% | 5% | 5% | 5% | 5% | 5% | 5% |
| *Revenue* | | | | | | | |
| Residential Lease Rate (psf) | - | $ 2.96 | - | - | - | - | - |
| Commercial Lease Rate (psf per year) | $ - | $ - | $ 38.74 | $ 41.50 | $ 24.60 | NA | $ 20.87 |
| Commercial Lease Rate (psf) | - | - | $ 3.23 | $ 3.46 | $ 2.05 | NA | $ 1.74 |
| For Sale Market Rate Residential Price Per Unit | $ 4,130,000 | - | - | - | - | - | - |
| Commercial Cap Rate | - | 0.0% | 8.5% | 5.2% | 6.6% | 8.0% | 6.6% |
| Residential Cap Rate | - | 5.5% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |
| Hotel ADR | - | - | - | - | - | $ 520.94 | - |
| Hotel occupancy | - | - | - | - | - | 74.2% | - |
| Hotel revpar | - | - | - | - | - | $ 386.54 | - |

Sources: CoStar; Willdan Financial Services.

# 3. Impact on Land Value

The residual land values are affected by each of the inputs and assumptions contained in the pro formas, and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. However, in all cases the impact fees charged by the County do not have a major effect on feasibility, and in no case do they transform a prototype project from feasible to infeasible.

## Factors Affecting Feasibility

If the residual land value is negative, the project is not feasible. Alternatively, low land values indicate a low feasibility for a project. Willdan estimates that generally land values below $11 per square foot for residential and $9 per square foot for commercial uses indicate a low feasibility and low probability of completion for the prototype developments.

A developer's selection of real estate product type and location depends on various factors. The past, current, and projected future demand for a certain prototype in the area are weighed against the existing and projected future supply of these development types in the local and surrounding areas.

Potential factors affecting financial feasibility include the following:

- Capitalization rate – lower capitalization rates increase financial feasibility. Based on current and anticipated market conditions and assessment of relative market risk associated with Napa County, this analysis assumes capitalization rates ranging between 5.2 percent for multifamily development and 8.5 percent for office development in the Napa County submarket, as reported by CoStar.
- Construction costs – lower construction costs increase financial feasibility. Based on current market conditions, this analysis assumes base construction costs of $250 per square foot for retail, office and hotel development, $240 per square foot for residential development, $310 per square foot for multifamily development, and $125 per square foot for industrial developments.
- Operating expenses – operating costs include utilities, common area maintenance, security, and property taxes. The financial feasibility analysis uses 25% of revenue for multifamily residential and 15 to 20% for commercial prototypes.
- Lease rates – higher lease rates are dependent on building features and market conditions but increase financial feasibility. Based on current and expected market conditions, and this analysis assumes a monthly lease rate $2.96 per square foot for multifamily development, $3.23 per square foot for office development, $3.46 per square foot for retail development, and $2.05 per square foot for industrial development and $1.74 for specialized warehousing in the Napa County submarket, as reported by CoStar.
- Tenant improvement costs – passing improvement costs to tenants or amortizing costs increase financial feasibility. This analysis assumes a commercial tenant improvement landlord allowance of $50 psf for office, $75 psf for retail development, and $30 psf for industrial and warehouse development.
- Profit margin – lower profit margins return less to developers but increase apparent financial feasibility of a project. This analysis assumes a developer profit of 12 percent (of costs) on each development project.
- Density – the floor area ratio (FAR) of a development project affords financial feasibility because it allows for a higher number of square feet of development on a given parcel. There is a tradeoff, however, in that a higher FAR can result in a change in construction type which can lead to higher costs per square foot. The analysis assumes varying FARs to explore this dynamic.

Refer to Table 2 above for a master list of pro forma inputs and assumptions.

# Feasibility Results

The residual land values are affected by each of the inputs and assumptions contained in the pro forma and are particularly sensitive to capitalization rates, parking requirements, construction costs, and lease rates. The analysis identified reasonable ranges for these factors, given current and likely market conditions, and tested the sensitivity of the factors of financial feasibility for each of the seven development prototypes.

As shown in **Table 3**, below, initial results indicate that some of the development types are feasible under current market conditions, and that single family development, retail development, industrial development and hotel development appear able to bear the burden of an affordable housing impact fee or commercial linkage fee, respectively, to varying degrees.

## Table 3: Feasibility Model Results

| | Single Family Residential | Multifamily Residential | Office | Commercial Retail | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
|---|---|---|---|---|---|---|---|
| Results | | | | | | | |
| Residual Land Values (per acre) | $ 2,398,835 | $ 477,233 | $ (1,674,647) | $ 1,064,818 | $ 611,911 | $ 1,358,761 | $ 138,749 |
| Land Cost per Acre | 479,160 | 479,160 | 392,040 | 392,040 | 392,040 | 392,040 | 392,040 |
| Net Project Value per acre | $ 1,919,675 | $ (1,927) | $ (2,066,687) | $ 672,778 | $ 219,871 | $ 966,721 | $ (253,291) |
| Prototype Square Feet per Acre | 4,050 | 19,142 | 10,867 | 11,045 | 15,089 | 6,000 | 15,246 |
| Net Project Value per Building Square Foot | $ 474 | $ (0) | $ (190) | $ 61 | $ 15 | $ 161 | $ (17) |
| Maximum Fee per Square Foot | $ 86 | $ 152 | $ 367 | $ 584 | $ 154 | $ 405 | $ 50 |
| Net Fee Capacity | $ 388 | $ - | $ - | $ 61 | $ 15 | $ 161 | $ - |
| Current Fee per Square Foot | $ 12.25 | $ - | $ 5.25 | $ 7.50 | $ 4.50 | $ 9.00 | $ 3.60 |

Sources: CoStar; Willdan Financial Services.

# 4. Alternative Feasibility Approach

While the residual land value feasibility approach is effective for assessing economic feasibility for development projects that are built to be leased or sold immediately, it cannot necessarily evaluate the feasibility of projects that are built by owner-operators. These projects do not necessarily rely on the profitability of the project itself, but rather are part of a larger operation that benefits and therefore works through different economic factors. For example, an owner-operated winery may construct a warehouse to facilitate wine production. The feasibility of that warehouse is not tied to ongoing rents generated by the warehouse (since there are none), but rather to the economic benefits to the operation of packaging and shipping the product, which may be facilitated or improved by the warehouse. An alternative method to evaluate feasibility in these cases is to examine the level of fees relative to the total development cost of the project.

## Economic Feasibility Threshold

Affordable housing and commercial linkage fees were last evaluated in 2014. At that time, the nexus analysis examined the fees as a percentage of total development cost to inform the fee levels that were ultimately implemented by the Board of Supervisors. That study used a range of between 1- and 3-percent of total development costs to identify economically feasible fees, which Willdan agrees is a reasonable range. This alternative feasibility analysis uses the same thresholds for informing potential fee levels through the following steps:

1. Identify project prototypes representing land uses corresponding with fee schedule
2. Estimate total development costs for each prototype
3. Identify range of fees as percentage of total development costs per land use

## Results

**Table 4** summarizes the results of the feasibility analysis, using the same projects and assumptions detailed earlier in this report. Supportable fees are identified as a percentage of the total development cost of each project prototype. The County's current fee schedule, and the maximum justified fees are also shown in the table.

## Table 4: Alternative Feasibility Summary

| | Single Family Residential | Multifamily Residential | Office | Commercial Retail | Industrial/ Manufacturing | Hotel | Warehousing/ Storage |
|---|---|---|---|---|---|---|---|
| Prototype Building Cost[1] | $ 1,442,065 | $ 74,705,700 | $ 3,112,505 | $ 583,821 | $ 1,013,228 | $ 20,326,788 | $ 11,962,363 |
| Market Rate Land Cost[2] | 3,920,400 | 4,130,359 | 246,985 | 43,124 | 109,771 | 3,528,360 | 1,332,936 |
| Total Development Cost | $ 5,362,465 | $ 78,836,059 | $ 3,359,490 | $ 626,946 | $ 1,122,999 | $ 23,855,148 | $ 13,295,299 |
| Gross Building Area | 4,050 | 165,000 | 6,846 | 1,215 | 4,225 | 54,000 | 51,837 |
| Total Development Costs per SF GBA | $ 1,324 | $ 478 | $ 491 | $ 516 | $ 266 | $ 442 | $ 256 |
| *Fee Feasibility Ranges* | | | | | | | |
| 1% of Total Development Cost | $ 13.24 | $ 4.78 | $ 4.91 | $ 5.16 | $ 2.66 | $ 4.42 | $ 2.56 |
| 3% of Total Development Cost | $ 39.72 | $ 14.33 | $ 14.72 | $ 15.48 | $ 7.97 | $ 13.25 | $ 7.69 |
| *Current Fee per Square Foot* | $ 12.25 | $ - | $ 5.25 | $ 7.50 | $ 4.50 | $ 9.00 | $ 3.60 |
| *Maximum Justified Fee per Square Foot* | $ 86 | $ 152 | $ 367 | $ 584 | $ 154 | $ 405 | $ 50 |

[1] Calculated based on the sum of construction costs, soft costs and developer return on investment from Tables A.1 through A.7.

[2] Calculated based on parcel size In Table 1 and land cost per square foot assumption from Table 2. Single family prototype assumes $3 per square foot of land, consistent w ith agricultural land acquisition sales comparisons.

Sources: Tables E.1, 1, and A.1 through A.7.

# Appendix

The appendix provides detailed and supporting tables for the summary analysis described above.

**Table A.1: Single Family Prototype**

| Development Program Assumptions | Assumption/Factor | | | Total |
|---|---|---|---|---|
| Development Site (Square Feet) | 30 | Acres | | 1,306,800 |
| Dwelling Units | 0.03 | DU/Acre | | 1 |
| Gross Building Area (Square Feet) | 4,050 | GBA/DU | | 4,050 |
| Net Habitable Square Feet | 100% | | | 4,050 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| Project Market Value | $ 4,130,000 | per DU | $ 1,020 | $ 4,130,000 |
| Project Sale Cost | 7% | Value | 71 | 289,100 |
| **Net Project Value** | | | $ 948 | $ 3,840,900 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 240 | Cost/SF (GBA) | $ 240 | $ 972,000 |
| Total Construction Cost | | | $ 240 | $ 972,000 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 18 | $ 72,558 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 60 | 243,000 |
| Total Soft Costs | | | $ 78 | $ 315,558 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 154,507 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 2,398,835 |
| Total Other Costs | | | | $ 2,553,342 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 3,840,900 |
| Residual Land Value (Total) | $ 2,398,835 |
| Residual Land Value (per Acre)[1] | $ 2,398,835 |
| Market Land Cost per Acre | $ 479,160 |

[1] Project market value primarily driven by home characteristics, as opposed to parcel size. Assumes effective parcel size is one acre.

Sources: Table 2, Willdan Financial Services.

## Table A.2: Multifamily Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 8.62 | Acres | 375,487 |
| Dwelling Units | 18.45 | DU/Acre | 159 |
| Gross Building Area (Square Feet) | 1,038 | GBA/DU | 165,000 |
| Net Rentable Square Feet | 100% | | 165,000 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| Gross Potential Rent | $2.96 | per SF/Month | $ 36 | $ 5,860,800 |
| Gross Potential Parking Income | 85 | per Unit/Month | 1 | 162,180 |
| Losses to Vacancy | 4% | of Gross Income | (1) | (222,710) |
| Gross Residential Revenue | | | $ 35 | $ 5,800,270 |
| Basic Operating Expenses | 25% | of Gross Potential Rent | (9) | $ (1,465,200) |
| Total Operating Expenses | | | | $ (1,465,200) |
| Net Operating Income (NOI) | | | 26 | $ 4,335,070 |
| Project Market Value | 5.50% | Cap Rate | $ 478 | $ 78,819,447 |
| Project Leasing Cost (included in operating costs) | | | - | - |
| **Net Project Value** | | | $ 478 | $ 78,819,447 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 310 | Cost/SF (GBA) | $ 310 | $ 51,150,000 |
| Total Construction Cost | | | $ 310 | $ 51,150,000 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 17 | $ 2,764,018 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 78 | 12,787,500 |
| Total Soft Costs | | | $ 94 | $ 15,551,518 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 8,004,182 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 4,113,747 |
| Total Other Costs | | | | $ 12,117,929 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 78,819,447 |
| Residual Land Value (Total) | $ 4,113,747 |
| Residual Land Value (per Acre) | $ 477,233 |
| Market Land Cost per Acre | $ 479,160 |

Sources: Table 2, Willdan Financial Services.

## Table A.3: Office Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 0.63 | Acres | 27,443 |
| FAR | 0.25 | | |
| Gross Building Area (Square Feet) | 10,890 | GBA/Acre | 6,861 |
| Net Leaseable Square Feet | 100% | | 6,861 |
| Total Parking Spaces | 2.00 | /1,000 leaseable sf | 14 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| NNN Potential Rent | $3.23 | per SF/Month | $ 39 | $ 265,784 |
| Losses to Vacancy | 10% | of Gross Income | (4) | (26,578) |
| *NNN Commercial Revenue* | | | | $ 239,205 |
| Basic Operating Expenses | 20% | of Gross Potential Rent | $ (8) | $ (53,157) |
| *Total Operating Expenses* | | | | $ (53,157) |
| Net Operating Income (NOI) | | | $ 27 | $ 186,048 |
| Project Market Value | 8.50% | Cap Rate | $ 319 | $ 2,188,805 |
| Project Leasing Cost | 6.0% | Value | 19 | 131,328 |
| Net Project Value | | | $ 300 | $ 2,057,477 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 250 | Cost/SF (net leaseable) | $ 250 | $ 1,715,175 |
| Tenant Improvements | 50 | cost/sf (leaseable sf) | 50 | 343,035 |
| Surface Parking Direct Cost | 5,000 | per Space | 10 | 70,000 |
| Total Construction Cost | | | $ 310 | $ 2,128,210 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 17 | $ 118,760 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 78 | 532,053 |
| Total Soft Costs | | | $ 95 | $ 650,812 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 333,483 |
| Residual Land Value | Model Output/Supportable Land Cost | | | (1,055,028) |
| Total Other Costs | | | | $ (721,545) |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 2,057,477 |
| Residual Land Value (Total) | $ (1,055,028) |
| Residual Land Value (per Acre) | $ (1,674,647) |
| Market Land Cost per Acre | $ 392,040 |

Sources: Table 2, Willdan Financial Services.

## Table A.4: Retail Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 0.11 | Acres | 4,792 |
| FAR | 0.25 | | |
| Gross Building Area (Square Feet) | 10,890 | GBA/Acre | 1,198 |
| Net Leaseable Square Feet | 100% | | 1,198 |
| Total Parking Spaces | 2.00 | /1000 leaseable sf | 2 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| NNN Potential Rent | $3.46 | per SF/Month | $ 42 | $ 49,713 |
| Losses to Vacancy | 2% | of Gross Income | (1) | (994) |
| *NNN Commercial Revenue* | | | | $ 48,719 |
| Basic Operating Expenses | 20% | of Gross Potential Rent | $ (8) | $ (9,943) |
| *Total Operating Expenses* | | | | $ (9,943) |
| Net Operating Income (NOI) | | | $ 32 | $ 38,776 |
| Project Market Value | 5.20% | Cap Rate | $ 623 | $ 745,693 |
| Project Leasing Cost | 6.0% | Value | 37 | 44,742 |
| Net Project Value | | | $ 585 | $ 700,951 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 250 | Cost/SF (leaseable) | $ 250 | $ 299,475 |
| Tenant Improvements | 75 | cost/sf (leaseable sf) | 75 | 89,843 |
| Surface Parking Direct Cost | 5,000 | per Space | 8 | 10,000 |
| Total Construction Cost | | | $ 333 | $ 399,318 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 18 | $ 22,122 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 83 | 99,829 |
| Total Soft Costs | | | $ 102 | $ 121,951 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 62,552 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 117,130 |
| Total Other Costs | | | | $ 179,682 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 700,951 |
| Residual Land Value (Total) | $ 117,130 |
| Residual Land Value (per Acre) | $ 1,064,818 |
| Market Land Cost per Acre | $ 392,040 |

Sources: Table 2, Willdan Financial Services.

## Table A.5: Industrial Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 0.28 | Acres | 12,197 |
| FAR | 0.35 | | |
| Gross Building Area (Square Feet) | 15,246 | GBA/Acre | 4,269 |
| Net Leaseable Square Feet | 100% | | 4,269 |
| Total Parking Spaces | 1.30 | /1000 leaseable sf | 6 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| NNN Potential Rent | $2.05 | per SF/Month | $ 25 | $ 105,014 |
| Losses to Vacancy | 6% | of Gross Income | (1) | (6,091) |
| *NNN Commercial Revenue* | | | | $ 98,924 |
| Basic Operating Expenses | 15% | of Gross Potential Rent | $ (4) | $ (15,752) |
| *Total Operating Expenses* | | | | $ (15,752) |
| Net Operating Income (NOI) | | | $ 19 | $ 83,171 |
| Project Market Value | 6.60% | Cap Rate | $ 295 | $ 1,260,173 |
| Project Leasing Cost | 6.0% | Value | 18 | 75,610 |
| Net Project Value | | | $ 277 | $ 1,184,563 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 125 | Cost/SF (leaseable area) | $ 125 | $ 533,610 |
| Tenant Improvements | 30 | cost/sf (leaseable sf) | 30 | 128,066 |
| Surface Parking Direct Cost | 5,000 | per Space | 7 | 30,000 |
| Total Construction Cost | | | $ 162 | $ 691,676 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 9 | $ 40,072 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 41 | 172,919 |
| Total Soft Costs | | | $ 50 | $ 212,991 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 108,560 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 171,335 |
| Total Other Costs | | | | $ 108,560 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 1,013,228 |
| Residual Land Value (Total) | $ 171,335 |
| Residual Land Value (per Acre) | $ 611,911 |
| Market Land Cost per Acre | $ 392,040 |

Sources: Table 2, Willdan Financial Services.

## Table A.6: Hotel Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 9.00 | Acres | 392,040 |
| FAR | 0.14 | | |
| Rooms | 65 | | |
| Gross Building Area (Square Feet) | 6,000 | GBA/Acre | 54,000 |
| Net Leaseable Square Feet | 100% | | 54,000 |
| Total Parking Spaces | 1.00 | / room | 65 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| ADR | $521 | /night | | |
| Occupancy | 74% | | | |
| Gross Potential Room Revenue | $9,170,602 | annually | | $ 9,170,602 |
| Ancillary Income | 80.00% | % of Room Revenue | | 7,336,481 |
| Gross Revenue | | | | $ 16,507,083 |
| Overall Exp. | 62.0% | of Gross Revenue | | $ 10,234,392 |
| Room Operations | 18.0% | of Room Revenue | | 1,650,708 |
| Other Op Exp | 27.5% | of Ancillary Revenue | | 2,017,532 |
| Total Operating Expenses | | | | $ 13,902,632 |
| Net Operating Income (NOI) | | | | $ 2,604,451 |
| Project Market Value | 8.00% | Cap Rate | | $ 32,555,636 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 250 | Cost/SF | $ 250 | $ 13,500,000 |
| Surface Parking Direct Cost | 5,000 | per Space | 6 | 325,000 |
| Total Construction Cost | | | $ 256 | $ 13,825,000 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 16 | $ 867,668 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 64 | 3,456,250 |
| Total Soft Costs | | | $ 80 | $ 4,323,918 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 2,177,870 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 12,228,848 |
| Total Other Costs | | | | $ 2,177,870 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 20,326,788 |
| Residual Land Value (Total) | $ 12,228,848 |
| Residual Land Value (per Acre) | $ 1,358,761 |
| Market Land Cost per Acre | $ 392,040 |

Sources: Table 2, Willdan Financial Services.

## Table A.7: Warehouse Prototype

| Development Program Assumptions | Assumption/Factor | | Total |
|---|---|---|---|
| Development Site (Square Feet) | 3.40 | Acres | 148,104 |
| FAR | 0.35 | | |
| Gross Building Area (Square Feet) | 15,246 | GBA/Acre | 51,836 |
| Net Leaseable Square Feet | 100% | | 51,836 |
| Total Parking Spaces | 0.50 | /1000 leaseable sf | 26 |

| Building Income and Value | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| NNN Potential Rent | $1.74 | per SF/Month | $ 21 | $ 1,081,826 |
| Losses to Vacancy | 4% | of Gross Income | (1) | (46,519) |
| *NNN Commercial Revenue* | | | | $ 1,035,307 |
| Basic Operating Expenses | 15% | of Gross Potential Rent | $ (3) | $ (162,274) |
| *Total Operating Expenses* | | | | $ (162,274) |
| Net Operating Income (NOI) | | | $ 17 | $ 873,033 |
| Project Market Value | 6.60% | Cap Rate | $ 255 | $ 13,227,777 |
| Project Leasing Cost | 6.0% | Value | 15 | 793,667 |
| Net Project Value | | | $ 240 | $ 12,434,111 |

| Project Development Costs | Assumption/Factor | | per GBA | Total |
|---|---|---|---|---|
| *Construction Cost* | | | | |
| Building Direct Cost (Includes Site Development) | $ 125 | Cost/SF (leaseable area) | $ 125 | $ 6,479,550 |
| Tenant Improvements | 30 | cost/sf (leaseable sf) | 30 | 1,555,092 |
| Surface Parking Direct Cost | 5,000 | per Space | 3 | 130,000 |
| Total Construction Cost | | | $ 158 | $ 8,164,642 |
| *Soft Costs* | | | | |
| Financing | 5% | of Construction Costs (incl. site) | $ 9 | $ 474,879 |
| Other Soft Costs (Including County Fees) | 25% | of Construction Costs (excl. site) | 39 | 2,041,161 |
| Total Soft Costs | | | $ 49 | $ 2,516,039 |
| *Other Project Costs* | | | | |
| Developer Return on Investment | 12% | of Construction & Soft Costs | | $ 1,281,682 |
| Residual Land Value | Model Output/Supportable Land Cost | | | 471,748 |
| Total Other Costs | | | | $ 1,281,682 |

| Results | |
|---|---|
| Total Project Cost (Including Land) | $ 11,962,363 |
| Residual Land Value (Total) | $ 471,748 |
| Residual Land Value (per Acre) | $ 138,749 |
| Market Land Cost per Acre | $ 392,040 |

Sources: Table 2, Willdan Financial Services.

# Development Impact Fee Studies

Transportation & Affordable Housing

# Impact Fee Overview

- Development Impact Fees
- Four Program Review Areas
- Transportation Fee Study
- Staff Recommendation

# What are AH Impact Fees?

1. Charged on new development to **offset the increased demand for affordable housing** created by the new development.

2. Supported by "**Nexus Studies**" that establish proportional relationship between the developments impact and the fee.

    - ✓ Mitigate Housing Issues
    - ✓ Fund Affordable Housing Development
    - ✓ Ensure Fairness

# Napa's AH Impact Fee - Uses

1. **Loans**
   - Affordable Multi-Family Rental Projects
     - *#37 projects, $29M (pre-interest), 1,404 units*
     - *$100K annual monitoring fees*
   - Proximity Downpayment Assistance Loans
     - *#223 households, $12.3M since 2011*
   - Permanent Supportive Housing Projects
     - *#3 projects, 152 units*

2. **Programs (Admin)**
   - Season of Sharing Grant Program
   - AADU Forgivable Loan Program
   - Farmworker Centers Administration
   - Coordinated Entry Administration
   - Fair Housing Services

# Affordable Housing

**1981** – First Regional Housing Needs Allocation (RHNA) cycle

**1992** – Napa Jobs Housing Nexus Study (City-County)

**1993 -** Napa County Affordable Housing Fund Ordinance

**2004** – Napa Jobs Housing Nexus Study (County)

**2010** – Residential Economic Nexus Analysis, fee updates

**2014** – Commercial Economic Nexus Analysis, fee updates

**2023-2031** – 6th Cycle RHNA

**2025** – Residential & Commercial Nexus Study & Economic Analysis

# Current Impact Fees

| Residential | Sqft | Avg Size | Adopted 2010 Fee |
|---|---|---|---|
| *~$1.5M annually* | 0-1199 | 2 bed, 1.5 bath | $ - |
| | 1200-2000 | 3 bed, 2.5 bath | $ 9.00 |
| | 2001-3000 | 4 bed, 3.5 bath | $ 10.75 |
| | 3001+ | 5 bed, 4 bath+ | $ 12.25 |
| | ADU | | $ 5.50 |

| Commercial | Type | Adopted 2014 Fee |
|---|---|---|
| *~$1.0M annually* | Office | $ 5.25 |
| | Hotel | $ 9.00 |
| | Retail/Restaurant | $ 7.50 |
| | Industrial | $ 4.50 |
| | Warehouse/Storage | $ 3.60 |

# Cost of Time

- Costs increase annually due to inflation, tariffs, etc.
- CA Construction Cost Index (CCI) – a tool tracking the changes in the cost of labor, materials, and equipment in the construction industry over time.

| Housing Impact Fees | | | Fee Escalator | |
|---|---|---|---|---|
| CA DGS CCI | | | 2010 | 2025 |
| | | | 5260 | 10178 |
| **Residential** | Sqft | Avg Size | Adopted 2010 Fee | CCI Adjusted |
| *~$1.5M annually* | 0-1199 | 2 bed, 1.5 bath | $ - | |
| | 1200-2000 | 3 bed, 2.5 bath | $ 9.00 | $ 17.41 |
| | 2001-3000 | 4 bed, 3.5 bath | $ 10.75 | $ 20.80 |
| | 3001+ | 5 bed, 4 bath+ | $ 12.25 | $ 23.70 |
| | ADU | | $ 5.50 | $ 10.64 |

| CA DGS CCI | | 2014 | 2025 |
|---|---|---|---|
| | | 5898 | 10178 |
| **Commercial** | Type | Adopted 2014 Fee | CCI Adjusted |
| *~$1.0M annually* | Office | $ 5.25 | $ 9.06 |
| | Hotel | $ 9.00 | $ 15.53 |
| | Retail/Restaurant | $ 7.50 | $ 12.94 |
| | Industrial | $ 4.50 | $ 7.77 |
| | Warehouse/Storage | $ 3.60 | $ 6.21 |

# Nexus & Feasibility Studies

- Cost recovery mechanism, not a tax
- Maximum Justified Fees:

**Table E.1: Maximum Justified Affordable Housing and Commercial Linkage Fee Schedule**

| | Fee per Square Foot |
|---|---|
| *Residential* | |
| New Rental Unit | $ 152 |
| New For Sale Unit | 86 |
| *Nonresidential* | |
| Commercial Retail/ Restaurant | $ 584 |
| Office | 367 |
| Industrial/ Manufacturing | 154 |
| Hotel | 405 |
| Warehousing/ Storage | 50 |

Fee Levels are a **POLICY** decision.

Framework for consideration is **what is incentivized** in the Unincorporated County & Ag Preserve?

# Feasibility Analysis - Commercial

| CA DGS CCI | | 2014 | 2025 | 2026 Update | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | 5898 | 10178 | | | | | | |
| | Type | 2025 Fee | CCI Adjusted | Nexus Maximum Justified Fee | Net Fee Capacity: Residual Land Value | Net Fee Capacity: Total Development Cost 3% | Recommended Fee | % of Max | Notes on Permits Issued 2022-2024 |
| Commercial | Office | $ 5.25 | $ 9.06 | 367.00 | $ - | $ 14.33 | $ 14.68 | 4% | **9%** of AH Commerical fees<br>1-2K sq ft avg project |
| | Hotel | $ 9.00 | $ 15.53 | 405.00 | $ 161.00 | $ 13.25 | $ 101.25 | 25% | **3%** of AH Commerical fees<br>all remodels/renovation |
| | Retail/Restaurant | $ 7.50 | $ 12.94 | 584.00 | $ 61.00 | $ 15.48 | $ 58.40 | 10% | **10%** of AH Commerical fees<br>All remodels/renovation |
| | Industrial | $ 4.50 | $ 7.77 | 154.00 | $ 15.00 | $ 7.97 | $ 7.70 | 5% | **7%** of AH Commerical fees |
| | Warehouse/Storage | $ 3.60 | $ 6.21 | 50.00 | $ - | $ 7.69 | $ 7.50 | 15% | **71%** of AH Commerical fees |

- Methodologies:
  - ✓ “Residual Land Value” vs “Total Development Cost”
- **Incentivizing**: *Agricultural-related business*

# Feasibility Analysis - Residential

| CA DGS CCI | | | 2010 | 2025 | 2026 Update | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 5260 | 10178 | | | | | | |
| | Sq Ft | Avg Size | 2025 Fee | CCI Adjusted | Nexus Maximum Justified Fee | Net Fee Capacity: Residual Land Value | Net Fee Capacity: Total Development Cost 3% | Recommended Fee | % of Max | Notes on Permits Issued 2022-2024 |
| **Residential** | **Single Family Residence** | | | | | | | | | |
| | 0-1199 | 2 bed, 1.5 bath | $ - | $ - | $ 86.00 | $ 388.00 | $ 39.72 | $ - | 0% | |
| | 1200-2000 | 3 bed, 2.5 bath | $ 9.00 | $ 17.41 | $ 86.00 | $ 388.00 | $ 39.72 | $ 21.50 | 25% | **11%** of AH Residential fees<br>1/3 permitted sf is for new, 2/3 for remodels |
| | 2001-3000 | 4 bed, 3.5 bath | $ 10.75 | $ 20.80 | $ 86.00 | $ 388.00 | $ 39.72 | $ 43.00 | 50% | **8%** of AH Residential fees<br>1/3 permitted sf is for new, 2/3 for remodels |
| | 3001+ | 5 bed, 4 bath+ | $ 12.25 | $ 23.70 | $ 86.00 | $ 388.00 | $ 39.72 | $ 86.00 | 100% | **81%** of AH Residential fees<br>Largest project 11.7K square feet |
| | **Accessory Dwelling Unit (ADU)** | | | | | | | | | |
| | ADU 0-750 | 1 bed, 1 bath | $ 5.50 | $ 10.64 | $ 86.00 | $ 388.00 | $ 39.72 | $ - | 0% | Largest ADU was 3,500 sq ft |
| | ADU 751-1999 | 2-3 bed, 2-3 bath | $ 5.50 | $ 10.64 | $ 86.00 | $ 388.00 | $ 39.72 | $ 21.50 | 25% | |
| | ADU 2000+ | 4 bed, 3.5 bath+ | $ 5.50 | $ 10.64 | $ 86.00 | $ 388.00 | $ 39.72 | $ 86.00 | 100% | |
| | **MultiFamily Residential Rental** | | | | | | | | | |
| | All | | | $ - | $ 152.00 | $ - | $ - | $ - | 0% | |

- **Incentivizing**: *1-2 bedroom housing units*

# Timeline

Public Hearing: October 21, 2025 (adopt Studies & Fees)

Fees Effective: January 2, 2026

# Direction

1. Fee Levels for Residential & Commercial impact Fees
2. CCI Annual Adjustment/Escalator
3. Housing Bond passage revisit fees based on bond details

# Discussion & Direction

# 6th Cycle RHNA

| | Very Low | Low | Mod | Above Mod | Total | % RHNA |
|---|---|---|---|---|---|---|
| American Canyon | 169 | 109 | 95 | 249 | 622 | 16% |
| Calistoga | 31 | 19 | 19 | 50 | 119 | 3% |
| Napa | 770 | 444 | 405 | 1050 | 2669 | 69% |
| St. Helena | 104 | 59 | 26 | 67 | 256 | 7% |
| Unicorporated | 45 | 16 | 14 | 31 | 106 | 3% |
| Yountville | 19 | 11 | 12 | 30 | 72 | 2% |
| Total | 1138 | 658 | 571 | 1477 | 3844 | 100% |

# 6th Cycle RHNA

| | Very Low | Low | Mod | Above Mod | Total | % RHNA |
|---|---|---|---|---|---|---|
| American Canyon | 169 | 109 | 95 | 249 | 622 | 16% |
| Calistoga | 31 | 19 | 19 | 50 | 119 | 3% |
| Napa | 770 | 444 | 405 | 1050 | 2669 | 69% |
| St. Helena | 104 | 59 | 26 | 67 | 256 | 7% |
| Unicorporated | 45 | 16 | 14 | 31 | 106 | 3% |
| Yountville | 19 | 11 | 12 | 30 | 72 | 2% |
| Total | 1138 | 658 | 571 | 1477 | 3844 | 100% |

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1359

**TO:** Napa County Groundwater Sustainability Agency (NCGSA)

**FROM:** Brian D. Bordona - Director of Planning, Building and Environmental Services

**REPORT BY:** Jamison Crosby - Natural Resources Conservation Manager

**SUBJECT:** Groundwater Sustainability Plan (GSP) Implementation Update

## RECOMMENDATION

Provide Napa County Groundwater Sustainability Agency with an update and receive feedback on Napa Valley Subbasin Groundwater Sustainability Plan (GSP) implementation progress since 2022, including: 1) Water Conservation and Groundwater Pumping Reduction program elements, 2) NCGSA Pilot Water Certification Partnership process, and 3) provide recommendations to the NCGSA to support GSP implementation activities. (No Fiscal Impact)

## BACKGROUND

Climate change, including drought effects and hotter/drier conditions, have resulted in increased pumping in response to those conditions. As a result, the Napa Valley Subbasin (Subbasin) was significantly affected during Water Years (WY) 2020, 2021, and 2022. During that period, Undesirable Results occurred for two sustainability indicators: 1) interconnected surface water and 2) reduction in groundwater storage. Requirements of the Sustainable Groundwater Management Act and sustainable management criteria (SMC) for the Subbasin are summarized in the GSP Executive Summary[1]. In WY 2024, an Undesirable Result occurred for reduction in groundwater storage.

While significant groundwater replenishment occurred in WYs 2023 and 2024, the reduction in groundwater storage emphasizes the importance of achieving sustainability by maintaining balanced conditions over a **period representative of long-term conditions** (the GSP definition for an Undesirable Result for reduction of groundwater storage is for a period of seven years). The Subbasin responds relatively quickly to changes in hydrologic conditions. However, even slight differences in groundwater levels can affect stream flows. This dynamic reiterates the importance of "Water Conservation as a Napa Way of Life" and the implementation of water management strategies through reducing groundwater demand and increasing groundwater replenishment, even during non-drought years.

Napa County and the NCGSA recognize that future water conservation efforts must encompass all of the County's communities, agricultural heritage, and ecosystems. Other California programs underway are also

promoting climate resiliency related to healthy watersheds for all beneficial users; examples include:

- On January 30, 2024, Governor Gavin Newsom issued the Administration's document, California Salmon Strategy for a Hotter, Drier Future: Restoring Aquatic Ecosystems in the Age of Climate Change, which "outlines a path to a healthier, thriving salmon population in California, but achieving this result will have broader benefits beyond salmon", and promotes "working with local partners on locally driven solutions and coordinating on options for incentivizing the reduction of diversions and groundwater pumping;" and "working together, state agencies and partners will depending on available resources...by 2026, complete supply-demand assessment pilot projects in three watersheds to better manage water allocations and provide data for local water management decisions," and "expand to at least 12 additional watersheds by 2029."
- The State Water Resources Control Board (State Board) established the Supply and Demand Assessment Unit (SDA) in 2022 to develop water supply models and refine water demand data throughout California, and in April 2025 the State Board signed a Memorandum of Understanding with Napa County/NCGSA in support of data sharing and coordination of Napa River Watershed (one of the three pilot watersheds) modeling efforts. NCGSA technical consultants shared the Napa Valley Integrated Hydrologic Model with State Board staff. NCGSA staff and technical consultants, Napa County GSA Technical Advisory Group member Matt Kondolf, State Board staff and technical consultants met on August 15, 2025 for an update on the State Board's watershed model development progress.
- Napa County together with the state and local partners prepared the SB 552-Drought Resilience Plan (Napa County, 2024) to aid the County in preparing for and identifying drought and water shortage risks and proposed short-term response actions and long-term mitigation strategies and actions, and the County also prepared the draft Napa County Regional Climate Action and Adaptation Plan (RCAAP, in progress). The State Drought Resilience Interagency Partners (DRIP) Collaborative has several goals for 2025 to increase resilience to droughts and water shortages, including reducing ecosystem impacts due to drought.

Climate change necessitates new strategies and innovation to build resilience. However, strategies require understanding the response of interconnected surface water and groundwater systems under highly variable and uncertain hydrologic conditions. Successful water resources management strategies require robust data.

[1] Napa Valley Subbasin GSP Executive Summary <https://www.countyofnapa.org/DocumentCenter/View/23149/GSP_Executive-Summary?bidId=>

## MEETING FOCUS

At this meeting, the NCGSA will receive a brief overview of GSP implementation actions, accomplishments to date, and a summary of numerous programs and management actions underway to support sustainable groundwater management (Attachments A and B). GSAs are required to evaluate the GSP at least every five years; for the Subbasin, the Periodic Evaluation is due January 31, 2027. Among other elements, the Periodic Evaluation "shall describe whether the Plan implementation, including implementation of projects and management actions, are meeting the sustainability goal in the basin" (GSP Regulations 356.4). If progress towards achieving the sustainability goal by at least 2042 is not occurring, then the NCGSA may require

mandatory actions to ensure that progress is being made to achieve the sustainability goal.

The NCGSA will also receive information on multiple water conservation (WC) and groundwater pumping reduction (GPR) programs in progress, including data collection efforts, and how these programs further the goal of sustainable groundwater management through a cost-effective combination of demand management and groundwater replenishment. Importantly, the WC and the GPR Workplans show that there are numerous conservation opportunities, which if widely adopted by groundwater users, would be sufficient to achieve the Subbasin sustainability goal through programs that increase groundwater recharge and modestly reduce groundwater demand. The NCGSA will also receive information on plans to expand education and outreach and recommendations for additional sustainability measures.

## OVERVIEW OF NAPA VALLEY SUBBASIN GSP IMPLEMENTATION PROGRESS

The GSP sets forth the Subbasin sustainability goal and provides a roadmap for implementation efforts. Following the NCGSA's adoption of the GSP in January 2022, GSA staff and technical consultants developed several workplans regarding interconnected surface waters (ISW) and groundwater dependent ecosystems (GDEs), WC, stormwater resources, GPR, and outreach. Since early 2024, workplan implementation has included advancing technologies for water conservation, pumping reduction, potential utilization of surplus stormflows and/or surface water for managed aquifer recharge, measures for tracking and reporting groundwater use in the Subbasin, and assessments of ISW and GDEs within the Subbasin. The ISW and GDEs Workplan implementation began in 2024 and is ongoing with an update on monitoring results for the last two years (Attachment C). The WC and GPR Workplans also initiated implementation in 2024, which is ongoing with updates provided below and in the attached presentation.

*Water Conservation and Groundwater Pumping Reduction Workplan Progress*

The WC Workplan identified a suite of water conservation practices and the GPR Workplan developed an implementation plan to achieve measurable groundwater pumping reductions and overall water savings. GPR implementation includes a voluntary, incentive-driven program for growers and other water users/industries in the Subbasin to adopt and expand water conservation practices. **Mandatory measures (e.g., mandatory metering and reporting) are also included as a backstop if the voluntary incentive-driven programs lack sufficient participation.** GSP implementation also includes evaluation of on-farm practices to increase infiltration (recharge). The GPR includes multiple elements from outreach and education to incentive-driven conservation programs and groundwater recharge opportunities. These programs are currently being developed under multiple workstreams.

Recent program development for GPR implementation includes evaluating recharge opportunities and concepts for extending vineyard replanting or other agricultural water conservation. The recharge feasibility assessment study is an assessment of potential recharge opportunities, technical feasibility, and economic feasibility. An overview of the study progress, including review of developed scenarios will be presented to the NCGSA. The extended vineyard replant concept, and other agricultural water conservation, is a program concept that would offer incentives for voluntarily extending the idle period between when an old vineyard is removed and a new vineyard is (re)planted. Such programs could be targeted to areas near significant streams or other regions that provide the greatest groundwater benefits. An overview will be presented with updates on program development and an overview of the initial results of the preliminary geospatial analysis developed for both studies. Extending replanting and recharge opportunities provide groundwater benefits particularly for ISW and GDEs.

*Napa Valley Integrated Hydrologic Model (NVIHM) Scenarios*

NVIHM scenarios will be presented to illustrate the potential benefit of groundwater pumping reductions near significant streams in the Subbasin. The scenarios consider the effect of pumping reduction on reduced streamflow depletion. Groundwater pumping is modeled to reduce demand by about 10 percent of the historical baseline pumping for all agricultural, domestic, and small public water supply wells located within 500 feet and within 1500 feet of significant streams. The scenario results provide context for the benefits of pumping reductions.

*Water Conservation Community Engagement and Education Plan*

GSP implementation includes strong elements of outreach and education, and the NCGSA continues to provide opportunities for public engagement. This also works as a "behavioral nudge" to encourage water users to be more aware of resource use and take actions to conserve it. To engage stakeholders, the NCGSA updated the Communication and Engagement Plan (CEP Update; Stantec, 2024) to better align with implementation activities. Extensive stakeholder outreach has occurred and is ongoing to provide information about GSP implementation. In 2025, extensive outreach and engagement has occurred, especially with vineyard and winery organizations and entities administering existing certification programs, to support GPR program implementation.

The NCGSA will receive an update on ongoing outreach and education. Outreach and education has been expanded into a Water Conservation Community Engagement and Education Plan (WCCEEP; in progress), which presents an actionable strategic plan for countywide, all-sector stakeholder engagement, outreach, and education.

## RECOMMENDATIONS

The WC and GPR Workplan programs are designed and expected to achieve the sustainability goal. The GSA staff and technical consultants recommend the NCGSA consider implementing additional measures and incentives to support scaling and effectiveness of these programs, and broader sustainability objectives in the Subbasin. These measures include: 1) actions already planned by the NCGSA related to the County's 2023 Safety Element and 2) measures to inform groundwater use in the Subbasin to quantify the effect of water conservation programs and, importantly, assess the effect of programs in the vicinity of significant streams that are critical for ISW and GDEs.

*Measure 1: Additional Water Conservation Measures*

Additional water conservation measures are contained in the 2023 Safety Element, some of which include:

- Policy SAF-5.1: Develop a public water conservation campaign. Work with the Napa County Flood Control & Water Conservation District to develop a public education campaign to encourage water conservation during drought.
- Policy SAF-5.5: Update water conservation policies for landscaping. Amend or revise water conservation regulations for landscape design.
- Policy SAF-5.6: Adopt an outdoor watering conservation ordinance. Adopt a new water conservation ordinance for commercial and residential land uses limiting outdoor watering.
- Policy SAF-5.7: Invest in water use efficiency and conservation. Continue to invest in programs that help residential and non-residential customers save water and money by using the most

efficient appliances and fixtures, fixing leaks, and practicing water-wise landscaping and indoor water consumption.

**As a first step, NCGSA staff and technical consultants recommend the County update its Model Water Efficiency and Landscape Ordinance (MWELO) to reflect amendments to the California MWELO, align with the 2023 Safety Element policies, and coordinate with MWELO requirements adopted by local jurisdictions in Napa County.**

The interconnection between surface water and groundwater is very sensitive to climate change uncertainties. Actual groundwater use in the vicinity of significant streams is currently simulated and has generally not been physically measured. Physical measurement would improve understanding of the Subbasin groundwater system. In addition, the WC and GPR program initiatives all require measurement to ensure that the programs are achieving expected groundwater savings. This is essential for ensuring that any incentives provide an appropriate return on investment, that programs are effective, and that programs are tailored to areas that provide the greatest benefits to groundwater sustainability.

*Measure 2: Incentivize Measuring and Informing Groundwater Use*

It is recommended that the NCGSA implement a program that incentivizes measuring and reporting groundwater use especially in areas near significant streams. Measuring and reporting by all types of groundwater users would be used to improve the understanding of groundwater use and assess opportunities for additional conservation and/or measure recharge or extended vineyard replant benefits to the local area and Subbasin. Early participation in such a program could be incentivized through means that include but are not limited to:

- A reduced or waived fee for participation in existing certification programs (e.g., Napa Green) that are selected through the upcoming Request for Qualifications process for the Pilot Water Certification Partnership Program;
- Waiver of some portion of the costs to administer the groundwater program which would otherwise be passed on to users in the groundwater fee under development;
- The County would facilitate program participation by developing a database tool for streamlining data collection, organization, and tracking groundwater conditions where participants can anonymously view their data;
- Cost-share or direct incentive payments for specific equipment (e.g. soil moisture meters), technologies (ET sensors), and reporting assistance;
- Other technical assistance.

## FISCAL 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.

## Summary of Napa Valley Subbasin GSP Implementation Efforts including Projects and Management Actions (as of August 22, 2025)

| GSP IMPLEMENTATION AND RELATED ACTIVITIES | Activity Type | 2022 | | | | 2023 | | | | 2024 | | | | 2025 | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Wtr | Spr | Sum | Fall | Wtr | Spr | Sum | Fall | Wtr | Spr | Sum | Fall | Wtr | Spr | Sum | Fall |
| GSP Submitted to DWR | A | X | | | | | | | | | | | | | | | |
| DWR GSP Approval | A | | | | | X | | | | | | | | | | | |
| TAG RFP and Selection | A | | X | | | | | | | | | | | | | | |
| TAG Meetings | A | | | X | X | X | X | X | X | X | X | X | X | X | X | C | C |
| Communications, Outreach, Education | A | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | C |
| Annual Report WY 2021 | A | X | X | | | | | | | | | | | | | | |
| Napa County Human Right to Water and Public Trust Resolution | A | | | | X | | | | | | | | | | | | |
| GSP Monitoring: 6 Sustainability Indicators (ongoing) | A | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X | C |
| GW Monitoring Facilities & Instrumentation: DWR Grant 8 Sites (16 Wells) and SW Stage at Same Sites | A | | | X | X | X | X | X | X | | | | | | | | |
| Groundwater Model Updates | A | | | | X | X | | | X | X | | | X | X | X | X | C |
| Groundwater Model Scenarios related to Management Actions and Climate Scenarios | A | | | | | | | | | | | X | | X | X | X | C |
| Annual Report WY 2022 | A | | | | X | X | X | | | | | | | | | | |
| Review and assist with RCAAP | A | | | | | | | | | X | X | X | X | | | C | C |
| Sonoma Subbbasin Interbasin Coordination | A | | | | | | | | | | | X | X | X | X | X | C |
| Recruit Vineyard Pilot Program Participants (Influencers) | MA1 | | | | | | | X | X | X | | | | | | C | C |
| Stormwater Resource Management Plan | P1 | | | | X | X | X | X | X | | | | | | | | |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Napa County Well Inventory Update | A | | | X | X | X | | | | | | | | | | | |
| Webmap Groundwater Monitoring and SMCs | A | | | | | X | X | X | X | X | X | X | X | X | X | X | C |
| Communication and Engagement Plan Update | A | | | | | | X | X | X | X | | | | | | | |
| SB 552 Drought Resilience Plan | A | | | | | | | X | X | X | X | X | X | | | | |
| Water Conservation Workplan | MA1 | | | | X | X | X | X | X | X | X | | | | | | |
| Groundwater Pumping Reduction Workplan | MA2 | | | | X | X | X | X | X | X | X | | | | | | |
| Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) Workplan | A | | | | X | X | X | X | X | X | X | | | | | | |
| Annual Report WY 2023 | A | | | | | | | | X | X | X | | | | | | |
| Water Conservation Workplan Implementation | MA1 | | | | | | | | | | X | X | X | X | X | X | C |
| Groundwater Pumping Reduction Workplan Implementation | MA2 | | | | | | | | | | X | X | X | X | X | X | C |
| Workplan Outreach and Education | MA2 | | | | | | | | X | X | X | X | X | X | C | X | C |
| Water Certification Partnership Program | MA2 | | | | | | | | | | | | X | X | X | X | C |
| Vineyard Extended Replanting (Rotational Idling) Concept | MA2 | | | | | | | | | | | | | X | X | X | C |
| GW Benchmarking Pilot Program | MA2 | | | | | | | | | | | | X | X | X | X | C |
| Pilot Sites Partnerships | MA2 | | | | | | | | | X | X | X | X | X | X | X | C |
| Potential Conservation/Program Incentives | MA2 | | | | | | | | | X | X | X | X | X | X | X | C |
| Water Availability Analysis Update | MA3 | | | X | | | | | X | X | X | X | X | X | X | X | C |
| Countywide Map Significant Streams | MA3 | | | | | | | | | X | X | X | X | X | X | | |

| | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pilot GW Use Data Collection w/TAPP H2O (Streamline & Consolidate; Existing Discretionary Permits) | MA3 | | | | | | | | | | | | | X | X | X | C |
| Meter Data and Reporting Program (Pilot: Small Volunteer Group ) | MA3 | | | | | | | | | | | | | | X | X | C |
| Feasibility Analysis of On Farm and Other Recharge Opportunities | P1 | | | | | | | | | | | X | X | X | X | X | C |
| Coordination St. Helena; Recycled Water Opportunities | P2 | | | | | | | | | | | | X | X | X | X | C |
| ISW and GDEs Workplan Implementation | A | | | | | | | | | | X | X | X | X | X | X | C |
| ISW and GDEs Monitoring (RCD and Stillwater); Aquatic & Terrestrial Species & Habitats & Stream Connectivity | A | | | | | | | | | | X | X | X | X | X | X | C |
| Coordinate with State Board Napa River Watershed Modeling | A | | | | | | | | | | | X | X | X | X | X | C |
| DWR Stream Gage Improvement Program (CalSIP); Grant Approved; Install 5 Stream Gages | A | | | | | | | | | | | | X | X | X | X | C |
| Coordination Abuelitos Foundation; Climate Adaptation Approaches | A | | | | | | | | | | X | X | X | X | X | X | C |
| Coordination w/ Dry Farming Research Project | A | | | | | | | | | | | X | X | X | X | X | C |
| Fee Study | A | | | | | | X | X | X | X | X | X | X | X | X | X | C |

X= in progress to completion; C= Continuing

Activity Types: GSP Admin, Monitoring, Reporting (A); Project (P) or Management Action (MA)

**Attachment A**

## INTERCONNECTED SURFACE WATER AND GDES WORKPLAN IMPLEMENTATION: MONITORING UPDATE

As part of the implementation of the Interconnected Surface Water (ISW) and Groundwater Dependent Ecosystems (GDEs) Workplan: Napa Valley Subbasin (2024), the technical team is using the California Environmental Flows Framework (CEFF) to characterize aquatic and terrestrial GDEs and assess instream flows in the Subbasin. The goal is to complete the science-based sections of CEFF (Sections A and B) by late 2025/early 2026 to inform updates for the GSP Periodic Evaluation. The CEFF evaluation includes monitoring to better understand special-status species and GDEs' distribution and associated aquatic habitat and water quality, including stream temperature and dissolved oxygen, at the extensive study sites. Most high-quality aquatic and riparian habitats in the Napa River Watershed generally occur upstream of the Subbasin, but the degree to which the Subbasin is used by aquatic species to maintain their populations and provide resiliency to disturbance in the upper watershed is unknown.

The CEFF process involves identifying overarching ecological management goals, including streamflow goals to maintain ecosystem health. These goals are a function of the species and lifestages present, their ecological needs, the physical system (e.g., water year type, temperature, water year trends), and the degree to which the ecological functional needs are being met or can be met in the future (i.e., whether flows would be sufficient given the constraints of the physical system). Some ecological management goals are similar throughout the Subbasin while other goals vary depending on the species using the site and their ecological needs. Flow constraints under variable conditions, including climate extremes and ISW conditions with and without groundwater pumping, will be characterized and assessed using the Napa Valley Integrated Hydrologic Model (NVIHM). Ecological management goals will be refined based on evaluation of the literature for the Napa River and similar watersheds and the 2024 and 2025 ISW and GDEs' monitoring results for the Subbasin. Stream reach-specific objectives will be developed as the NVIHM update is completed later in 2025. A comprehensive summary of GDEs monitoring conducted in 2024 is provided in the Technical Memorandum, Napa Valley Subbasin Interconnected Surface Water and Groundwater Dependent Ecosystems Monitoring, 2024 (Stillwater Sciences, Napa Resource Conservation District, and Luhdorff and Scalmanini Consulting Engineers; 2025). This Technical Memorandum is in the Napa County Groundwater Sustainability, Annual Report - Water Year 2024 (March 2025) in Appendix K.

**The outcome of CEFF will be groundwater and associated flow recommendations to support the ecological management goals.** The flow recommendations will likely vary by site and may differ from the requirements of other beneficial users of water in the Subbasin. The flow recommendations from CEFF will be used to inform future refinement of ISW sustainable management criteria.

### *2025 Monitoring*

The climate in 2025 differed from 2024. WY 2024 was a below average water year at the Napa State Hospital rain gage with a very hot period in June. Precipitation at the State Hospital was slightly lower in 2025 than 2024, but Summer 2025 was much cooler, with maximum average temperature about 10 degrees Fahrenheit lower than 2024 in June and July. Through mid-August, the maximum average temperature was about the same in 2025 as 2024. While precipitation was slightly different between 2024 and 2025 at the Napa State Hospital, rainfall in the northern portion of the watershed was much higher in 2025 relative to 2024, in part due to a very large November rainstorm concentrated in the northern half of the watershed.

The 2025 ISW and GDEs monitoring occurred at all six sites outlined in the ISW and GDEs Workplan, including:

- Napa River at Calistoga,
- Napa River at St. Helena,

- Napa River at Yountville,
- Napa River at Oak Knoll,
- Sulphur Creek, and
- Bale Slough.

Due to challenges involved with site access, this was the first year of surveys at the Napa River at Oak Knoll and Bale Slough sites, and the second year of surveys at the other sites. Surveys conducted in 2025 at each of the sites included:

- Flow connectivity studies;
- Continuous water quality measurements for temperature and dissolved oxygen;
- Fish surveys (May and June);
- Special-status plant surveys (April);
- Visual encounter surveys and environmental DNA surveys for northwestern pond turtle and foothill yellow-legged frog (one in May and one in July); and
- Audio recording of bird usage at all sites except Bale Slough

Fish habitat was mapped at the Napa River at Oak Knoll and Bale Slough in June 2025 to supplement habitat surveys at the four other sites in 2024. Surveys for California freshwater shrimp in the Calistoga Reach of the Napa River and groundwater-dependent vegetation community health and composition will occur in early October and September, respectively, and the flow connectivity data will be processed in October following the end of the water year.

Juvenile steelhead were observed in large numbers at the Sulphur Creek site, and smaller numbers occurred at the Napa River at St. Helena site. Surprisingly, juvenile Chinook salmon were observed at every site, with over 2500 individuals noted at the Napa River at Calistoga site. Foothill yellow-legged frog eggs, tadpoles, and adults were observed at the Sulphur Creek site, and repeated surveys revealed that they metamorphosed to subadult frogs capable of leaving the stream prior to the creek going dry. An environmental DNA sample at Oak Knoll found evidence of foothill yellow-legged frogs at that site. A subsequent survey found that foothill yellow-legged frog DNA was likely from Dry Creek, just upstream of the site. Northwestern Pond Turtles were detected by eDNA at the Napa River at St. Helena site. None of the 15 special-status plants that were identified in the Workplan as likely or possibly associated with groundwater were observed at any of the study sites. Sound recorders deployed in Spring 2025 at all the sites except Bale Slough identified 62 bird species.

The groundwater and flow connectivity data from 2025 are still being processed; however, wet conditions generally persisted for longer in 2025 relative to 2024, and stream temperature and dissolved oxygen were more suitable for rearing steelhead juveniles in 2025.

### *Ecological Management Goals*

Based on the 2024 and preliminary 2025 monitoring results, previous observations, and relevant literature, preliminary ecological goals for all sites include:

- Maintain upstream and downstream fish passage for adult and juvenile steelhead and Chinook salmon.
- Support spring and early summer habitat for juvenile Chinook salmon.
- Maintain groundwater levels within the rooting zone of mapped GDEs (generally 10 to 30 ft for willows and oaks, respectively).
- Support the current distribution and populations of special status species and natural communities to maintain ecosystem diversity.

*Site-Specific Ecological Management Goals*

- **Napa River at Calistoga**: maintain isolated pools to support California Freshwater Shrimp habitat steelhead rearing if water temperatures[1] are sufficient (i.e., wet years with cool summer temperatures).
- **Sulphur Creek, Napa River at St. Helena, and Dry Creek:** maintain flowing conditions (generally in the late spring/early summer depending on temperature) to support emergence of foothill yellow-legged frogs as well as support Northwestern Pond Turtle.
- **Sulphur Creek:** maintain flowing conditions (generally in the late spring/early summer depending on temperature) to support emergence of foothill yellow-legged frogs and growth of juvenile steelhead.
- **Napa River at Yountville and Napa River at St. Helena**: support habitat for Northwestern Pond Turtle and perhaps juvenile steelhead.
- **Sulphur Creek and Napa River at Calistoga**: sustain habitat conditions to promote juvenile steelhead and Chinook salmon rearing sufficient to promote successful migration to cooler water with dependable flow later in the dry season.

Continuing uncertainties related to fish habitat in the Napa Subbasin include:

- the degree to which streams in the Subbasin provide rearing habitat for steelhead and Chinook salmon,
- the spatial variability of available habitat from year-to-year, and
- the degree to which juveniles rearing in streams in the Subbasin are able migrate to more suitable habitat as habitat conditions decline.

The preliminary goals listed above are based on two years of data; these goals will be refined based on the results of subsequent surveys coupled with results of the updated NVIHM. The science-based portions of CEFF will be completed in late 2025/early 2026 but may be refined based on future data collection. The CEFF analysis will be included as an appendix to the 2027 Periodic Evaluation. As new monitoring results are obtained, adaptive management principles will be applied to adjust ecological management goals and flow recommendations as appropriate.

[1] Stream temperatures start to impact juvenile steelhead growth when stream temperatures reach 64 degrees Fahrenheit and can become lethal when stream temperatures reach 79 degrees Fahrenheit.

# Napa County Groundwater Sustainability Agency

## *GSP Implementation: Progress Since 2022 and Work Underway*

**September 23, 2025**

# Outline

- GSP Implementation Progress and Roadmap
- Groundwater Pumping Reduction Programs and Progress
- Modeling Scenarios
- Water Conservation: Expanded Outreach
- Recommendations

# Napa Valley Subbasin GSP Roadmap

## 2022
GSP Submitted to DWR
WY 2022 Annual Report
TAG Meetings

## 2023
GSP Approved by DWR
Develop 5 Workplans w/Stakeholder Input
WY 2022 Annual Report
Installed 16 Monitoring Wells
Model Update

## 2024
Complete 5 Workplans and Begin Implementation
WY 2023 Annual Report
Monitoring
Model Update

## 2025
Workplan Implementation
WY 2024 Annual Report
Installed 2 Monitoring Wells, 5 Stream Gages (CalSIP Grant)
Model Update and Coordinate with State Board on Napa River Watershed Model

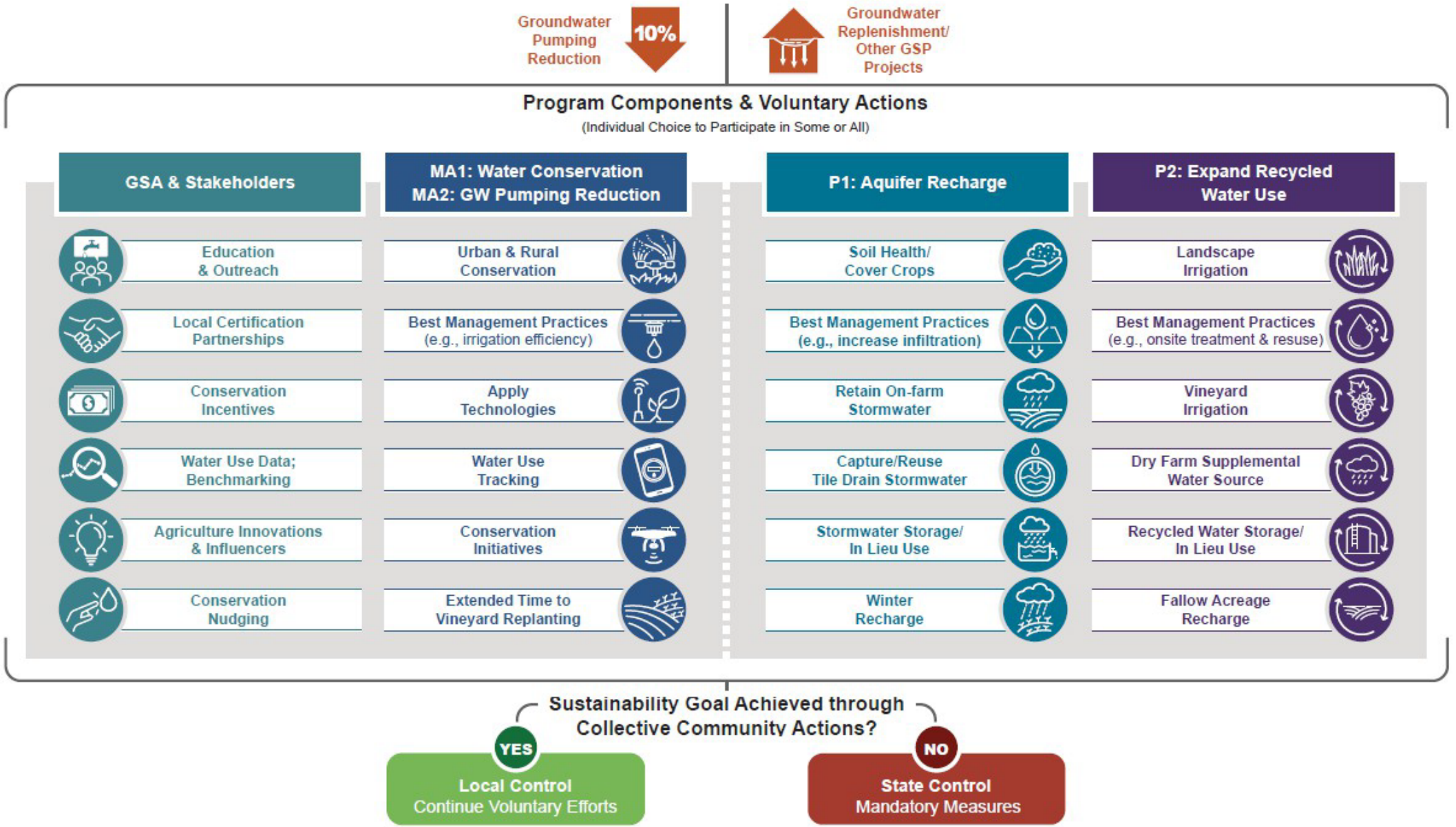
## 2026
Prepare Five-Year Periodic Evaluation
WY 2025 Annual Report
Monitoring, including O&M CalSIP gages
Workplans Implementation
Projects & Management Actions (PMAs) Implementation
Modeling Scenarios
Coordinate with State Board on Napa River Watershed Model

## 2027
Five-Year Periodic Evaluation Due 1/2027
WY 2026 Annual Report
Workplans Implementation
Monitoring, CalSIP Gages
Modeling Scenarios

## 2028-2041
Ongoing Annual Reports
Monitoring and Modeling
PMA Implementation
Outreach
Adaptive Management

## 2042
**Achieve Subbasin Sustainability**

# Workplan Implementation:
# Water Conservation (WC) and Groundwater Pumping Reduction (GPR)



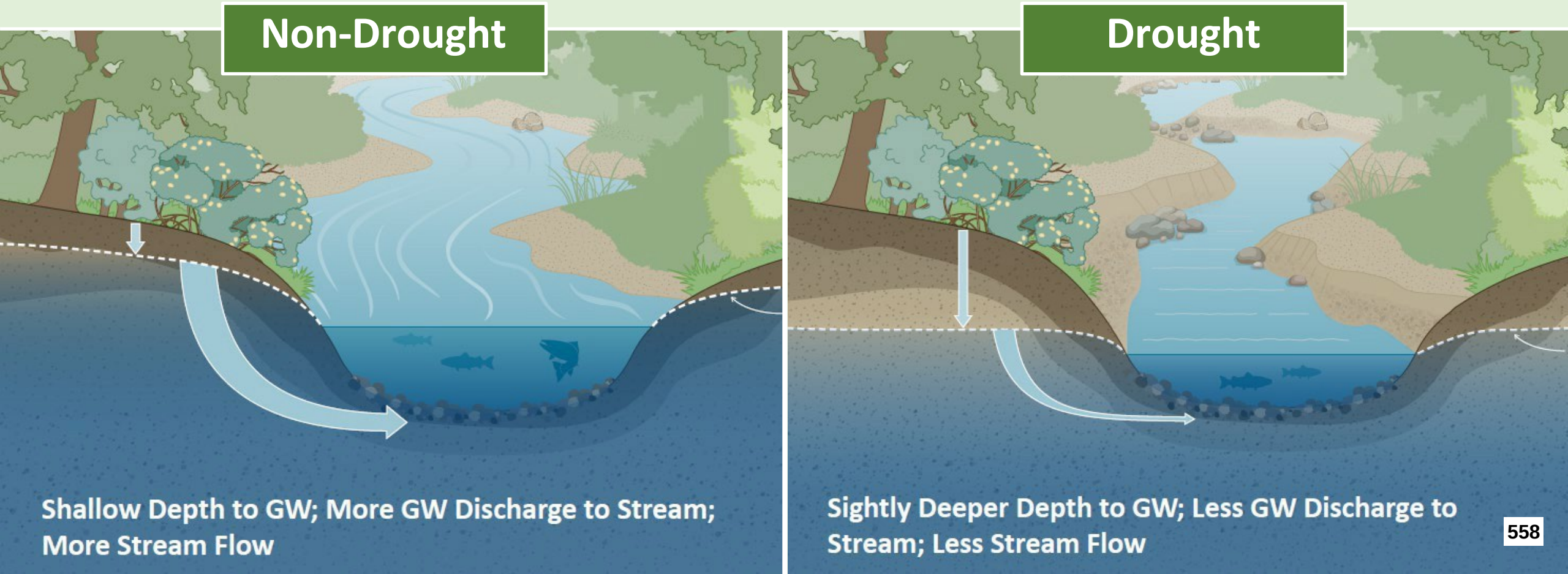
# Preparing for Future Water Resources Resiliency

- Complex groundwater and interconnected surface water conditions in the Napa Valley Subbasin
- Regulatory requirements govern implementation of the DWR-approved Subbasin GSP
- Uncertain climate change and drought effects must be integrated into water resource monitoring and management

***Finding common ground for future water resources resiliency must encompass all the County's communities, agricultural heritage, and ecosystems.***

The Napa Valley Subbasin is very susceptible to uncertain precipitation patterns, drought, and less natural recharge. Slight differences in groundwater levels affect flow in the stream system.

Ecosystems, vineyards, and other land uses rely on groundwater during the summer months. Climate change necessitates new strategies and innovation to use less groundwater and increase groundwater replenishment regardless of Non-Drought or Drought Conditions.

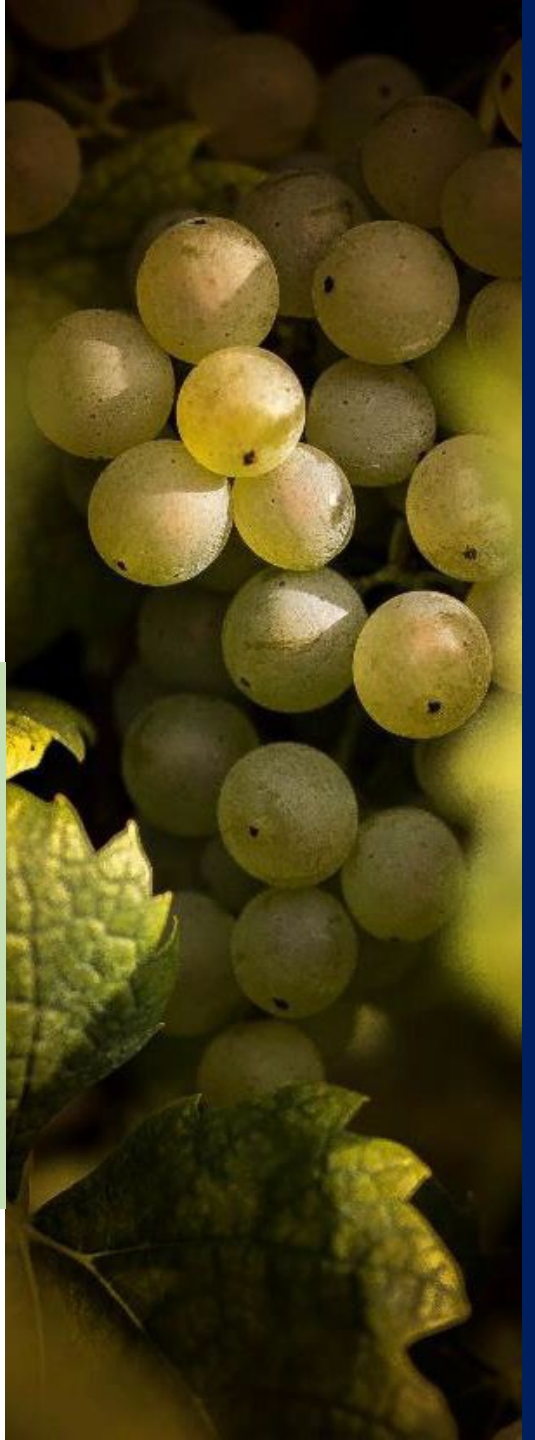


# Current Progress and Other Considerations

**Many programs are underway related to demand management and groundwater replenishment.**

***Recommendations for Additional Management Measures***

- *Implement Policy Initiatives in County 2023 Safety Element pertaining to conservation*
- *Implement program to incentivize measuring and reporting in vicinity of significant streams*



# Groundwater Pumping Reduction Programs and Progress

# Water Conservation & Groundwater Pumping Reduction Workplans: Program Implementation

***Focus on incentive-driven actions that achieve groundwater benefits for the Subbasin***

Pilot Sites

Benchmarking

Certification Partnership

Community Engagement

Incentives

Expanded Measurement

Domestic Initiatives

Extended Replant

Groundwater Recharge

# Water Conservation Practices

- The WC Workplan developed a list of water conservation best management practices (BMPs) for all water users
- Cost, adoption, water saving potential, and economic analysis of alternatives

| Practice | Estimated Annualized Cost per AF Conserved* $/AF | Estimated Potential Subbasin-wide Water Savings AFY | Adoption Timeline** Years | Overall Feasibility Ranking |
|---|---|---|---|---|
| **Water Practices for All Users** | | | | |
| ★Water Metering | $150 - $2,500 | 350 - 550 | Medium-Term | High |
| ★Recycled Water | $362 - $720 | 200 - 300 | Medium-Term | High |
| ★Benchmarking | $100 - $350 | 300 - 1,100 | Medium-Term | High |
| **Water Practices for Vineyards (Established)** | | | | |
| Drip Irrigation | $2,800 - $9,200 | 75 - 250 | Near-Term | Medium |
| ★Distribution Uniformity | $175 - $450 | 500 - 2,100 | Near-Term | High |
| ★Plant Water and Soil Moisture Monitoring | $155 - $3,340 | 1,000 – 2,000 | Near-Term | High |
| High Tech, Low Labor | $350 - $1,450 | | | |
| Medium Tech, Medium Labor | $740 - $3,340 | | | |
| Low Tech, High Labor | $155 - $1,170 | | | |
| Cover Cropping | $5,000 - $18,000 | 50 - 550 | Medium-Term | Low |
| Canopy Management | $3,500 - $5,000 | 200 - 300 | Near-Term | Medium |
| **Water Practices for Vineyards (New Plantings)** | | | | |
| Row Orientation | No additional cost | 200 - 325 | Long-Term | High |
| ★Rootstock Selection | No additional cost | Data Gaps | Long-Term | Data Gaps |
| **Water Practices for Wineries** | | | | |
| Waterless Sanitation | $1,900 - $2,800 | 100 - 165 | Near-Term | Low |
| Process Water Treatment and Reuse | Data Gaps | 275 - 450 | Long-Term | Medium |
| **Water Practices for Residential, Commercial, and Hospitality** | | | | |
| ★WaterSense Devices | $775 - $1,200 | 500 - 575 | Near-Term | High |
| Other Urban Water Conservation | Data Gaps | Data Gaps | Near-Term | Data Gaps |

★ *High Priority Practices*

# Domestic Water Conservation

## *Overview and Current Status*

- A domestic conservation concept for increasing adoption of water conservation practices in the Napa Valley Subbasin
- Includes practices for urban, rural residential, and municipal users
- Leveraging existing water conservation frameworks and community's commitment to sustainability
- Currently under development

***Example Practices***

*Water Measurement*

*Recycled Water Use*

*Irrigation System Efficiency*

*Monitor Plant/Soil Moisture*

*WaterSense Devices*

*Low Water Use Fixtures*

*Irrigation Controllers*

*Water Efficient Landscaping*

# Pilot Water Certification Partnership Program

*Program Overview*

- Voluntary, incentive-driven partnership to:
  - Encourage more water conservation practices
  - Increase awareness of groundwater management
- Partnership with existing certification programs or other organizations to recognize vineyards and wineries implementing practices in the Subbasin
- Leveraging existing conservation efforts and ag industry commitment to sustainability

*Current Status*

- Request for Qualifications (RFQ)
- Pilot in MST: Simple water accounting and tracking

TAPPH2O

# Subbasin-Wide Groundwater Recharge

## *Feasibility Study*

- Increase groundwater recharge

## *Currently Planned Recharge Project Scenarios*

- **Scenario 1:** Surface water diversion for direct recharge
- **Scenario 2:** Surface water diversion to on-farm pond or reservoir for in-lieu use
- **Scenario 3:** Recharge combined with repurposing (e.g., riparian, recharge basin) for SGMA benefits (e.g., ISW and GDEs)

## *Assessment of Recharge Opportunities*

- Technical
- Economic
- Financial

# Extended Vineyard Replant Concept

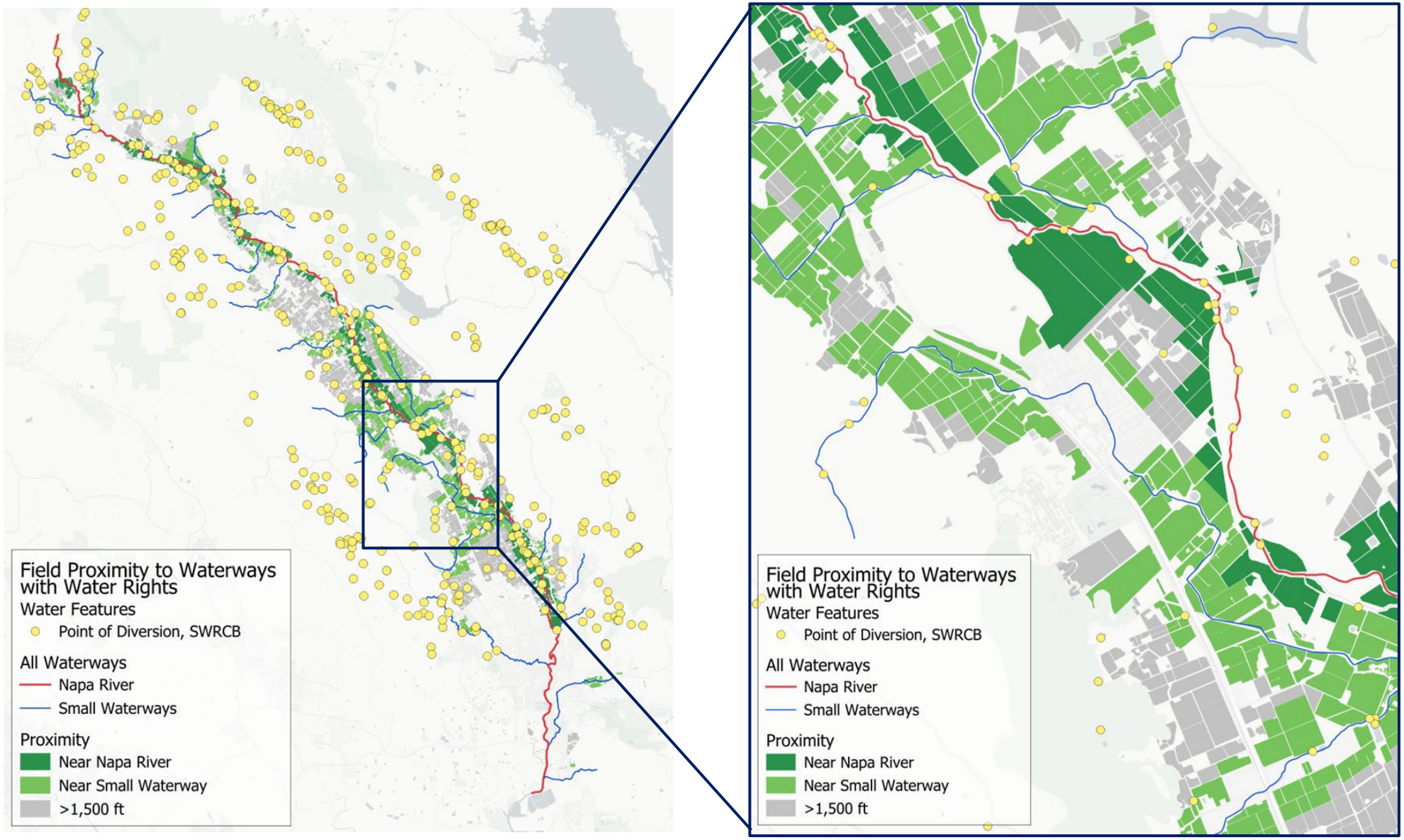
*Concept Overview*

- Voluntary program with incentive offered to increase the duration of idle lands between removal and replanting
  - Water savings as replants are shifted
- Explore in combination with other practices to increase benefits (Recharge Scenario 3)
- Considerations
  - Market conditions
  - ISW and GDEs
  - “Mothballing” is a similar potential concept
- Development in Progress

# Replant & Recharge Analysis Overview

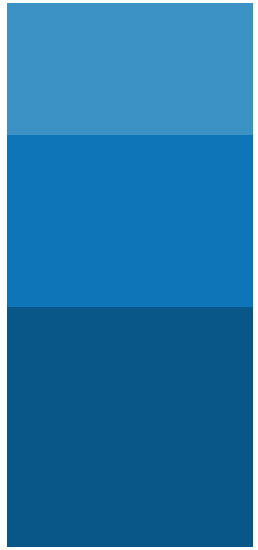
MA1: Water Conservation
MA2: GW Pumping Reduction

P1: Aquifer Recharge



# GPR Water Conservation Programs

- NCGSA Water Certification Partnership
- Domestic Water Conservation/WELO
- Water Availability Analysis (In Progress)



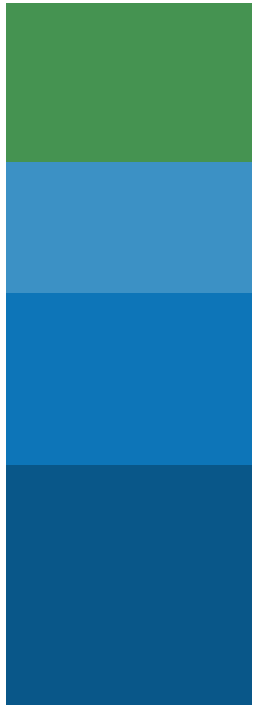
Average Annual Estimated Water Savings

**Estimated Potential Water Savings: 1,031 AFY**

**Sustainable Yield 15,000 AFY;**
**GPR Objective 10% Reduction, or ~1,500 AFY**

# GPR Water Conservation Programs

- Pilot Water Certification Partnership
- Domestic Water Conservation/WELO
- Water Availability Analysis (in Progress)
- Education and Outreach Campaign
  - Benchmarking Program



Average Annual Estimated Water Savings

**Estimated Potential Water Savings: 1,331 AFY**

**Sustainable Yield 15,000 AFY;**
**GPR Objective 10% Reduction, or ~1,500 AFY**

# GPR Water Conservation Programs

- NCGSA Water Certification Partnership
- Domestic Water Conservation/WELO
- Water Availability Analysis
- Education and Outreach Campaign
  - Benchmarking Program
- Agricultural Water Conservation Programs
  - Extended Vineyard Replant Program
  - On-Farm Recharge and Conservation Programs

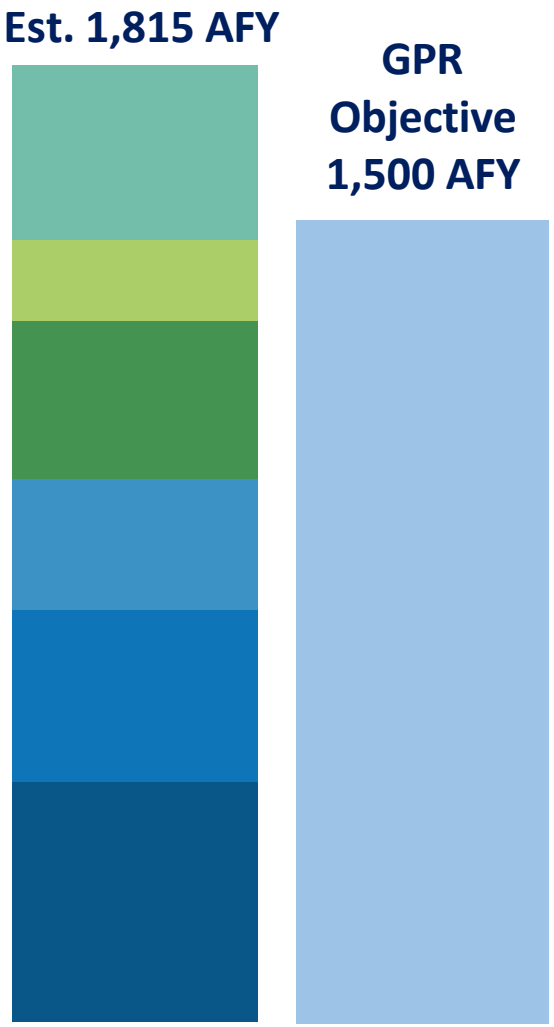
Average Annual Estimated Water Savings

**Estimated Potential Water Savings: 1,484 AFY**

**Sustainable Yield 15,000 AFY;**
**GPR Objective 10% Reduction, or ~1,500 AFY**

# GPR Water Conservation Programs

- NCGSA Water Certification Partnership
- Domestic Water Conservation/WELO
- Water Availability Analysis
- Education and Outreach Campaign
  - Benchmarking Program
- Agricultural Water Conservation Programs
  - Extended Vineyard Replant Program
  - On-Farm Recharge and Conservation Programs
- Other WC & GPR Workplan Measures




**Estimated Potential Water Savings: 1,815 AFY**

**Sustainable Yield 15,000 AFY;**
**GPR Objective 10% Reduction, or ~1,500 AFY**

# Napa Valley Integrated Hydrologic Model (NVIHM) Scenarios

# Demand Reduction Scenarios

MA1: Water Conservation
MA2: GW Pumping Reduction

## Approach

Evaluate impact of 10% decrease in irrigation relative to ***Base Period (2005-2014)*** and groundwater pumping on lands located within:

- 500 ft of "Significant Streams" → 12,000 irrigated acres
- 1,500 ft of "Significant Streams" → 26,000 irrigated acres
- Entire Groundwater Subbasin → 33,000 irrigated acres

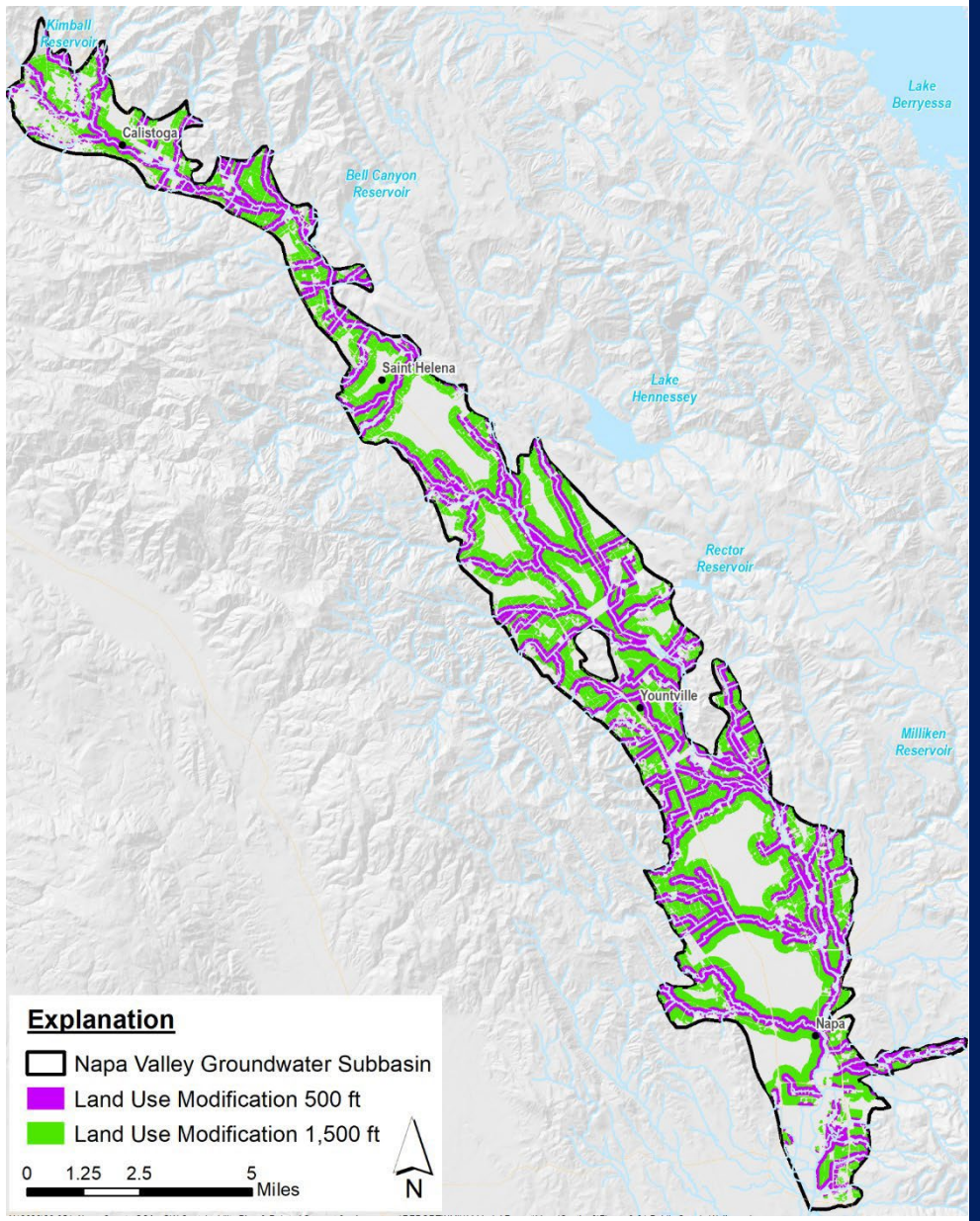
### Irrigation Reduction Approach:

- Adjusted crop coefficient within stream buffers to reduce irrigation demand

### Pumping Reduction Approach:

- **Irrigation Pumping (calculated)**: Adjusted well capacities in wells within stream buffers
- **Specified Pumping**: Directly reduced pumping specified pumping in municipal & public water supply wells

**Irrigated Lands within 500 and 1,500 ft of Significant Streams**



# Demand Reduction Scenarios (2005-2024)

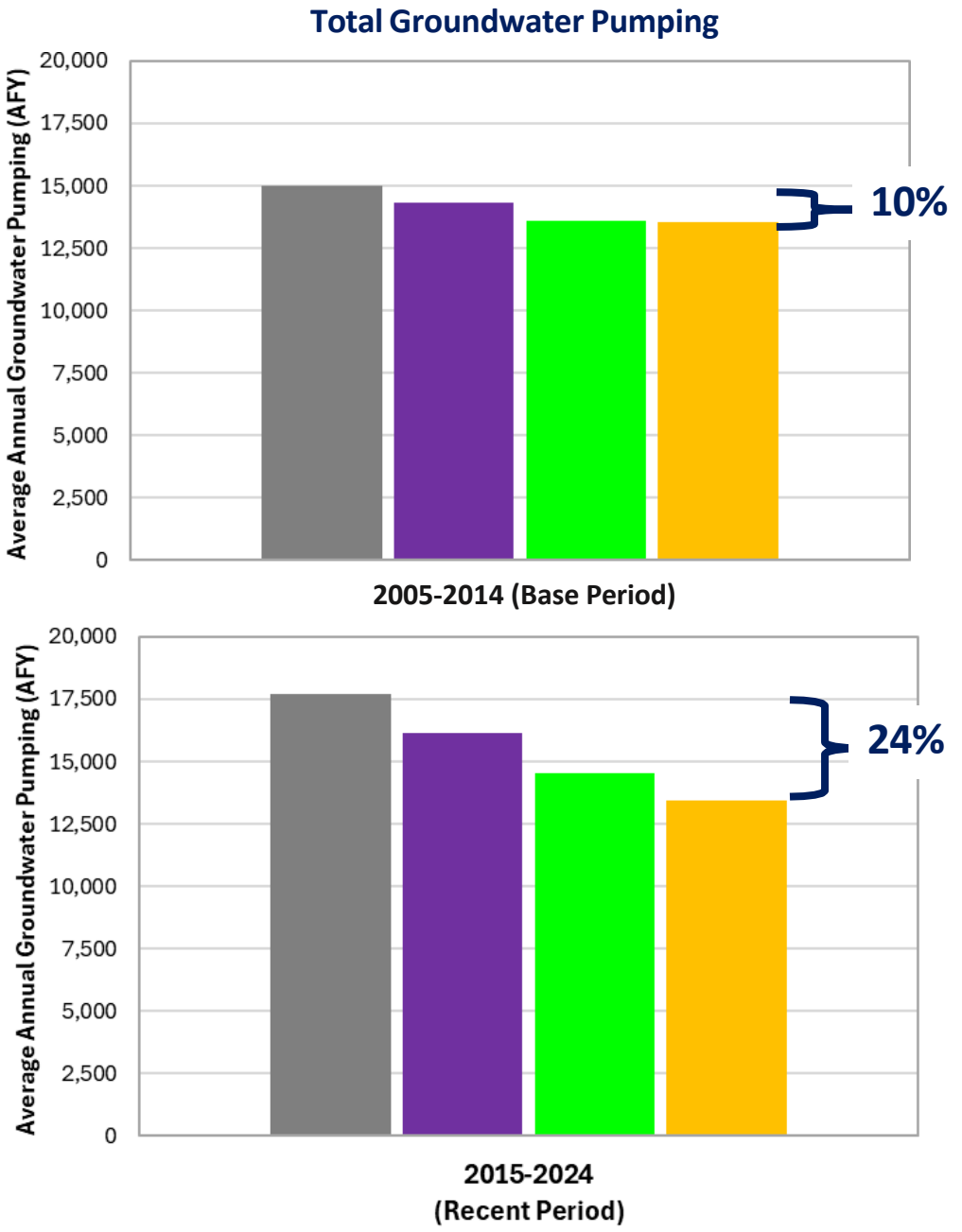
**Pumping:**

- **Base Period (2005-2014): 15,000 AFY**
- Recent Period (2015-2024): **17,700 AFY**
- **Sustainability Goal: 13,500 AFY**

**Pumping Difference in Buffer Areas Compared to Entire Subbasin (Units AFY)**

| Period | Buffer (ft) | Within Buffer | | Entire Subbasin | |
|---|---|---|---|---|---|
| | | Original | Reduction | Original | Reduction |
| Base | 500 | 6,646 | 600 | 15,020 | 718 |
| Base | 1,500 | 12,411 | 1,244 | 15,020 | 1,431 |
| Recent | 500 | 7,837 | 1,630 | 17,702 | 1,557 |
| Recent | 1,500 | 14,647 | 3,333 | 17,702 | 3,190 |

- Pumping increased significantly in more recent years (2015-2024) due to hotter, drier conditions
- To achieve the Sustainability Goal, such conditions necessitate increased demand management, complemented by supply augmentation where feasible



# Demand Reduction Results: Relation to Sustainable Management Criteria

## Sustainable Management Criteria for Stream Depletion:

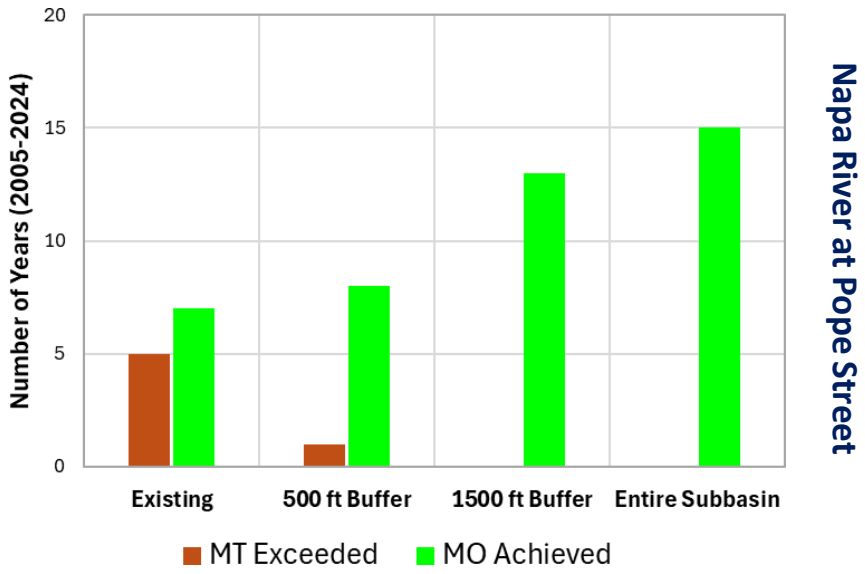
- Calculated as the total volume of stream depletion from June through October determined from ***Base Period 2005-2014***.
  - **Pope Street:** MT is 1,400 AF and MO is 1,120 AF
  - **Oak Knoll:** MT is 3,190 AF and MO is 2,370 AF

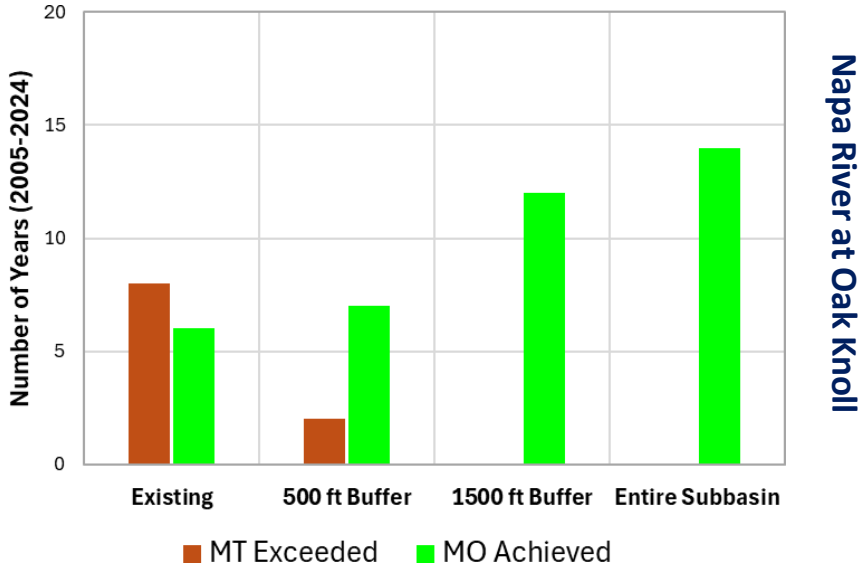
  (MT=Minimum Threshold; MO= Measurable Objective)

## Summary of Model Results:

- Demand reduction within only 500 feet of significant streams substantially reduces the number of years where MT is exceeded between 2005-2024
  - **Decreases undesirable results as defined in GSP**
- Demand reduction over more of the Subbasin leads to more years where the GSA achieves the MO between 2005-2024
  - **Moves towards long-term sustainability goal as defined in the GSP**
  - **Scale of the pumping reduction matters**

**Summary of Stream Depletion Relative to SMCs**



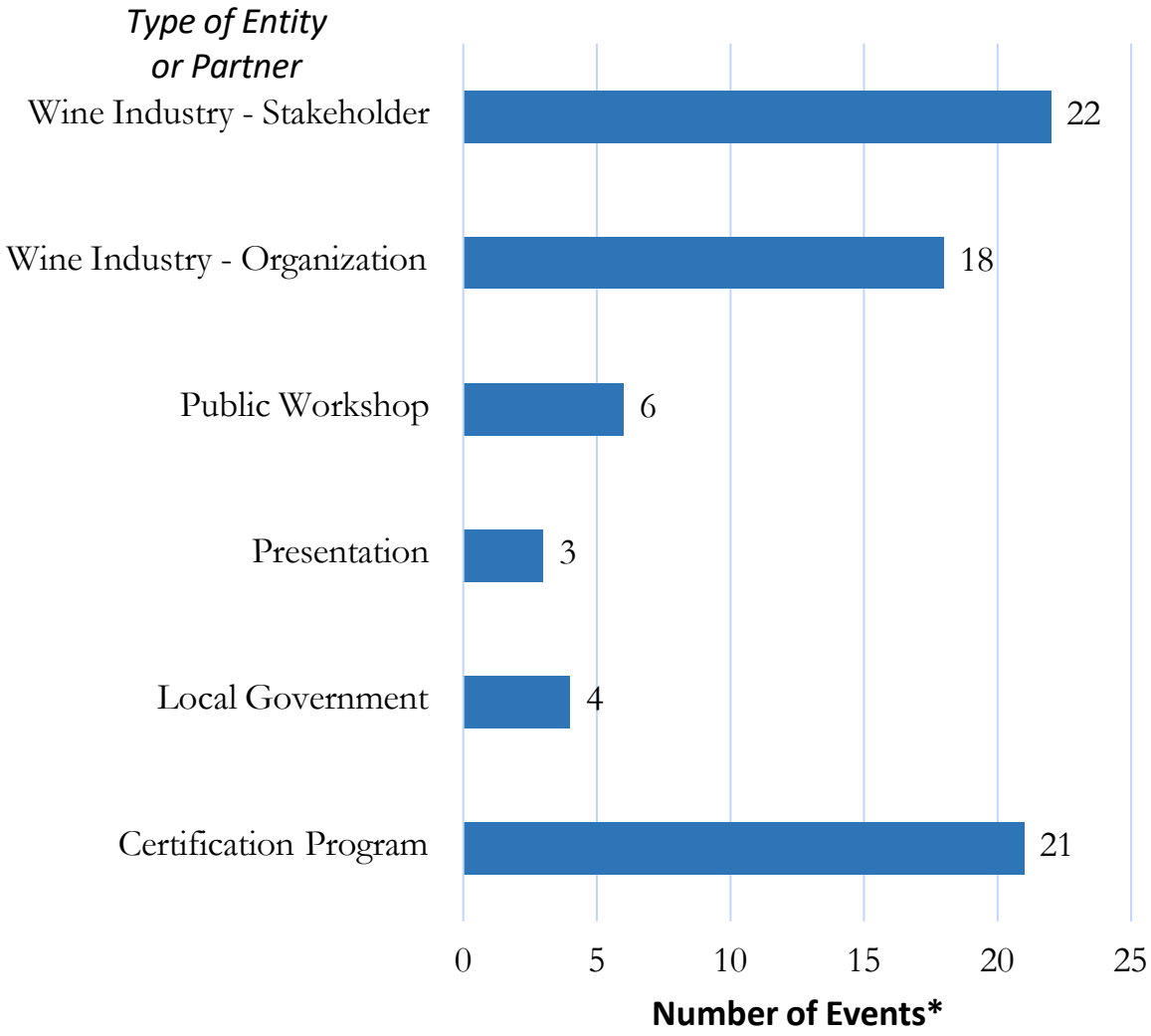



# Water Conservation: Expanded Outreach

# Outreach and Engagement

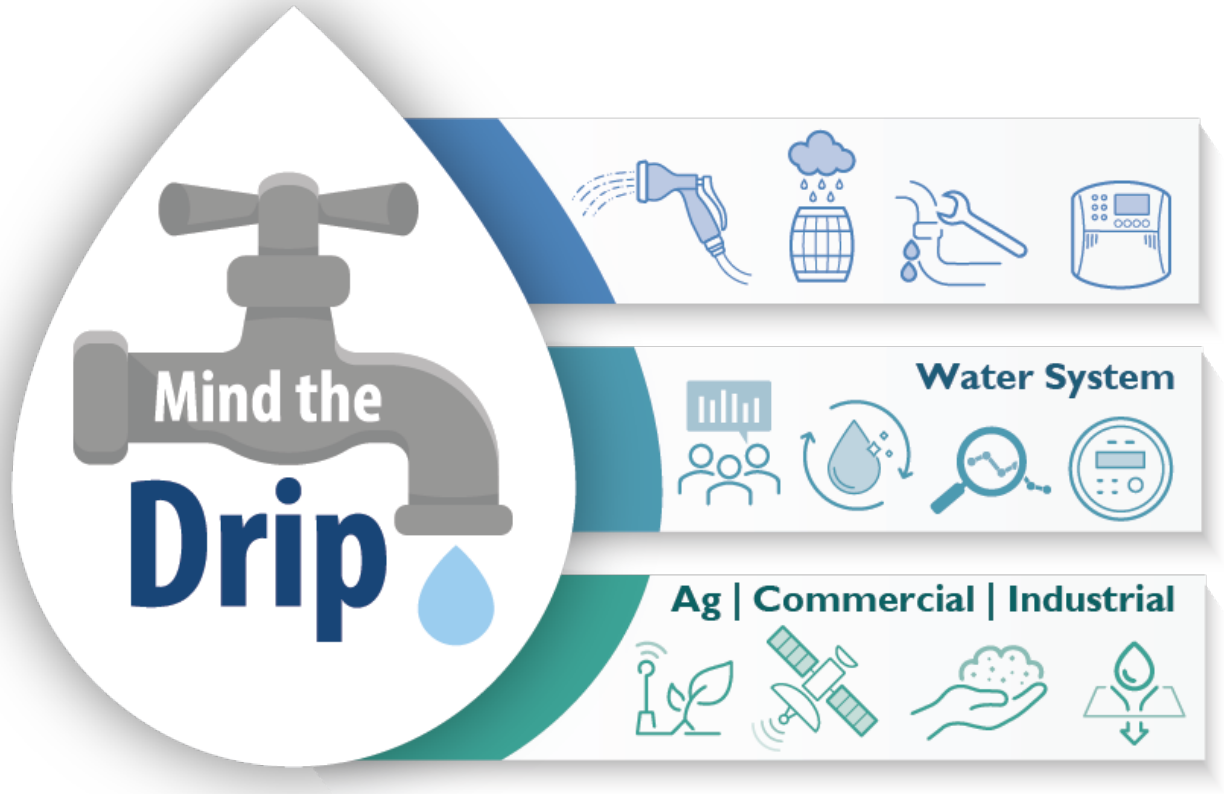
- Since 2023, outreach to and education of stakeholders through presentations, workshops, and one-on-one meetings.
- Last year, outreach focused on the winegrape industry and sustainability programs during development of the Water Certification Partnership.

## Outreach and Education, September 2023 to July 2025




*Excludes coordination meetings, other public meetings (e.g., TAG, GSA), and technical meetings

# Water Conservation: A Napa Way of Life




## Future Water Resources Resiliency and Stewardship

- All sectors engage in Water Conservation.
- Additional Conservation will help achieve the sustainability goal.
- Organizing and implementing educational workshops, briefing service organizations and others, and delivering simple messages for effective actions.

# Recommendations

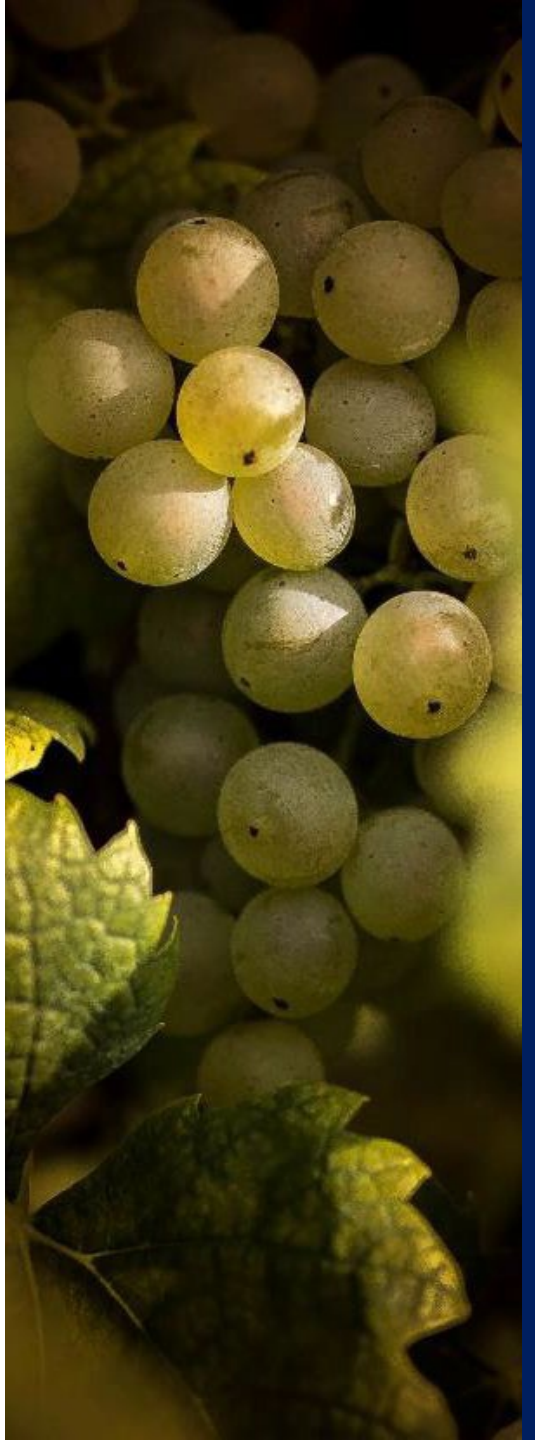
# Recommendations

## Additional Conservation Measures

- 2023 Safety Element Goals & Policies: Examples of additional measures
  - Policy SAF-5.1: Develop a public water conservation campaign.
  - Policy SAF-5.5: Update water conservation policies for landscaping.
  - Policy SAF-5.6: Adopt an outdoor watering conservation ordinance.
  - Policy SAF-5.7: Invest in water use efficiency and conservation. Continue to invest in programs that help residential and non-residential customers save water and money by using the most efficient appliances and fixtures, fixing leaks, and practicing water-wise landscaping and indoor water consumption.

## Recommendation

- County Ordinance changes related to water use efficiency and conservation – update Napa MWELO



# Recommendations (continued)

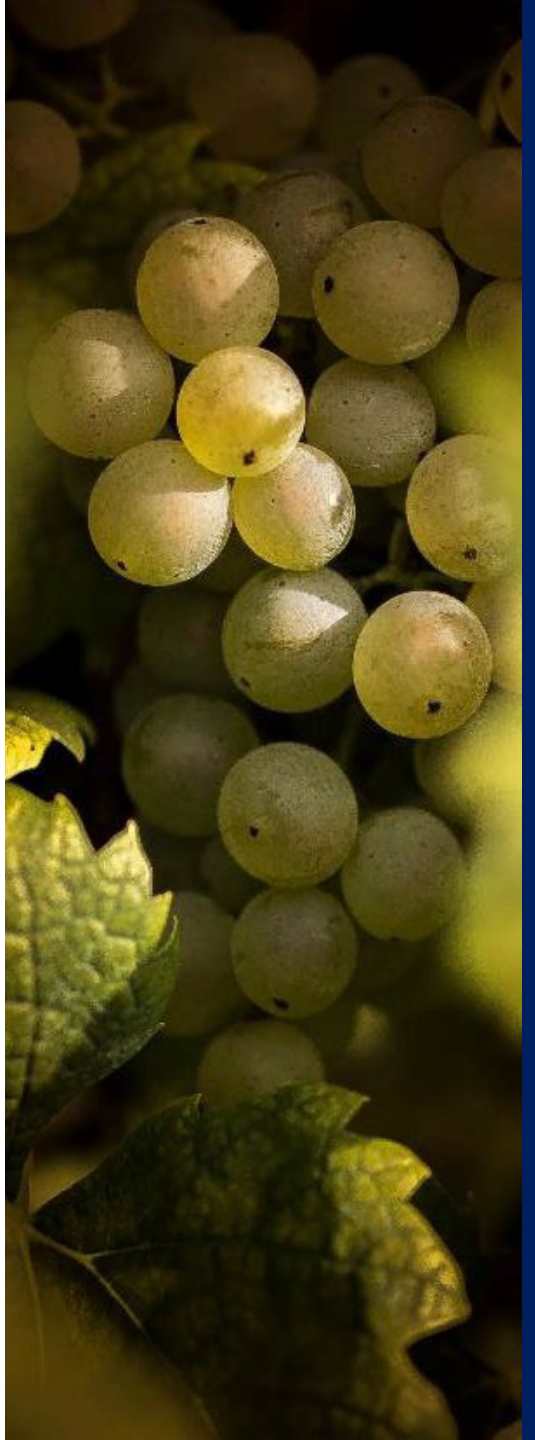
## Implement Program to Incentivize Measuring and Understanding Groundwater Use, Especially in Vicinity of Significant Streams

- Measuring and reporting by all types of groundwater users
- Improve the understanding of groundwater use
- Assess opportunities for additional conservation and/or measure recharge or extended vineyard replant benefits to the local area and Subbasin

## Recommendation

❖ Incentivize measuring and reporting groundwater use; incentives for participation could include:

- Reduced/waived fee for participation in Pilot Water Certification Partnership Program
- Waiver of some portion of costs to administer the groundwater program
- Cost-share or direct incentive payments for specific equipment, technologies and reporting assistance



# Thank You

## Napa County Groundwater Sustainability Agency


**Jamison Crosby**, ***Natural Resources Conservation Manager***
Planning, Building, and Environmental Services Department
1195 Third Street
Suite 210
Napa, CA 94559
jamison.crosby@countyofnapa.org

Ryan Alsop, ***Executive Officer***
Napa County Groundwater Sustainability Agency
1195 Third Street
Napa, CA 94559

Brian Bordona, ***Director***
Planning, Building, and Environmental Services Department
1195 Third Street
Napa, CA 94559

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1392

**TO:** Board of Supervisors

**FROM:** Brian D. Bordona - Director of Planning, Building and Environmental Services

**REPORT BY:** Brian D. Bordona - Director of Planning, Building and Environmental Services

**SUBJECT:** Use Permit Code Compliance Program - Updates and Related Board Directives

## RECOMMENDATION

Receive an update on code compliance efforts and consider a recommendation regarding the conclusion of the Use Permit Compliance Program. (No Fiscal Impact)

## BACKGROUND

On June 24, 2025, staff presented the Board of Supervisors with its annual code compliance update and highlighted notable accomplishments during fiscal year 2024-25. As an outcome of the discussion, the Board directed staff to consider updating policies on the following topics and return for discussion and further direction.

- Potential Sunsetting of Use Permit Compliance Program
- Reusable Foodware Ordinance Implementation Updates and Enforcement Plans
- Reverse Osmosis Systems
- Rooster Ordinance Updates
- Code Compliance/Realtor Interface/Education

### Use Permit Compliance Program

On December 4, 2018, the Board of Supervisors adopted Resolution 2018-164 (Attachment A) to establish a comprehensive use permit compliance program that allowed landowners to apply for new permits or modifications to resolve outstanding violations. The program established a deadline of March 29, 2019, by which time landowners could submit a substantially complete application to enroll in the program. A total of 47 applicants enrolled by the deadline.

To date, 37 applications have been completed. The status of the remaining 10 applications are as follows: 1)

One application has been approved by the Planning Commission, but is currently under appeal to the Board of Supervisors; 2) Seven applications are under review by staff and are tentatively scheduled for action either administratively, or by the Zoning Administrator or Planning Commission by the close of 2025; 3) Two applications are incomplete and have no tentative date for decision.

As directed by the Board in June, staff is bringing forward options on concluding the Use Permit Compliance Program. The Use Permit Compliance Program has been largely successful, having resulted in 37 permitees achieving compliance to date, with an anticipated total of 45 permitees coming into compliance by the end of 2025. Achieving compliance ensures facilities are constructed and operating in a safe manner, providing protection for the public, employees, and the environment. Compliance also creates equity among those facilities that operate in accordance with the law and their entitlements. Achieving compliance helps maintain public trust and confidence, allowing the public to rely on fair and consistent enforcement of zoning codes. To that end, as we approach the seven-year anniversary of the program, and with many of the remaining applications nearing a decision, staff believes it is appropriate to formally conclude the Use Permit Compliance Program.

**Next steps**

The Use Permit Compliance Program was initiated by Board Resolution; therefore, staff believes it would be prudent to conclude the Program in a similar fashion. As such, staff is requesting the Board direct staff to return in the fall with a resolution that formally concludes the Program. Staff further recommend the Board consider and include in the resolution the parameters below.

- Conclude the program effective March 29, 2026.
- Applications that have not been acted upon by the applicable decision maker (i.e. PBES Director, Zoning Administrator or Planning Commission) by March 29, 2026 shall be required to immediately cease all non-compliant operations, conforming their operations to existing, approved entitlements.
- Applications that are not acted upon by March 29, 2026 may continue processing, subject to applicable standards, processes and deadlines.
- Applications that are acted upon by the decision-maker prior to March 29, 2026, but are continued to a later date or appealed to the Board of Supervisors shall not be subject to the closure date of the Program.

**Reusable Foodware Ordinance Implementation Updates and Enforcement Plans**

On December 3, 2024, the Napa County Board of Supervisors adopted Ordinance No. 1501, amending several sections of Chapter 5.70, Single-Use Plastic Carryout Bag Reduction, and adding Chapter 5.80, Reusable Foodware and Waste Reduction, to further limit pollution from single-use plastics and related materials. The ordinance is scheduled to take effect on January 1, 2026.

Since its adoption, staff have developed educational materials and strengthened interdepartmental and interagency collaboration to support outreach to businesses and other stakeholders about the new requirements. In parallel with these outreach efforts, staff have also identified opportunities to improve the ordinance by, among other things, clarifying its application to temporary events and more clearly defining exemptions. Additional details and recommended amendments will be presented to the Board for consideration at its October 7, 2025, meeting.

**Reverse Osmosis (RO) Systems**

The Board expressed interest in examining the prevalence of reverse osmosis (RO) systems, particularly within the Milliken, Sarco, Tulocay (MST) Basin, and in exploring potential amendments to existing policies to strengthen water conservation efforts and groundwater use limitations. This review also includes consideration of potential water quality impacts associated with system discharges.

To support this work, staff has begun researching and reviewing policies from comparable counties and state agencies with an oversight of water quality. Staff will return to the Board for further discussion and direction and anticipate providing an update as part of the upcoming review of the Water Availability Analysis Guidelines, tentatively scheduled for winter 2025.

**Rooster Ordinance Updates - Napa County Code Chapter 6.18**

In 2013, the Board adopted Chapter 6.18 of the Napa County Code to limit the number of roosters allowed on a single legal parcel, with the goal of preventing public nuisances and protecting the health and safety of residents. The ordinance currently permits no more than twenty-five roosters per acre, up to a maximum of one hundred roosters per parcel.

At its June 2025 meeting, the Board directed staff to explore reducing the number of roosters that may be kept on a property to align with neighboring jurisdictions. In response, PBES staff, in coordination with the County Sheriff and Agricultural Commissioner's Office, have begun the process of updating the County Code. This includes developing outreach strategies with landowners and interested parties, as well as reviewing policies in neighboring counties and jurisdictions. Staff are also considering additional procedural requirements to further the intent of Chapter 6.18. This item is tentatively scheduled to return to the Board in early 2026.

**Realtor Interface and Community Education**

The Board expressed interest in staff enhancing education efforts directed at realtors and the broader community, particularly regarding the importance of researching a property's permit history to avoid unexpected code violations. In response, staff has developed a Know Before You Buy educational brochure-available on the County website in both English and Spanish-as well as a set of Frequently Asked Questions (FAQs) for Code Compliance including guidance for prospective buyers. To expand outreach, staff has made several attempts to partner with the Bay Area Realtors Association, offering to present at regional meetings and share educational resources. However, these opportunities have not been welcomed by the Association.

More recently, staff has explored a collaborative partnership with a well-established real estate brokerage to coordinate a panel workshop in the coming months. This workshop aims to strengthen professional relationships between PBES staff and local realtors, serving as both a networking opportunity and an educational forum. Realtors will gain insights into the roles and resources available through the County, including permitting, zoning, parcel history, and environmental compliance processes. The goal is to enhance understanding and build trust, ultimately supporting realtors and their clients in following a more informed process for property transactions. This engagement underscores PBES's ongoing commitment to community collaboration and service transparency. As part of ongoing continuous improvement efforts, staff will continue to pursue partnerships with the real estate community and seek opportunities to further enhance our processes, educational tools, and community guidance materials.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |

## 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. 2018-164**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF NAPA COUNTY, STATE OF CALIFORNIA, EFFECTIVE DECEMBER 4, 2018, PROVIDING DIRECTION TO COUNTY STAFF REGARDING THE COUNTY CODE COMPLIANCE PROGRAM, ANNUAL WINERY PRODUCTION AND GRAPE SOURCE REPORTS, AND REGULATION AND PERMITTING OF TEMPORARY EVENTS**

**WHEREAS,** on August 22, 2017, the Board of Supervisors directed staff of the County Planning Building & Environmental Services Department ("Staff") to present for the Board's consideration Staff's recommendations regarding certain changes to the County's land use regulation and compliance program that included the following components: 1) a systematic program with enforceable deadlines for landowners to apply for new permits or modifications to resolve outstanding violations; 2) a reporting program that would include annual production and grape sourcing data for certain wineries located within the unincorporated area of Napa County; and 3) revisions to the current process and procedures for temporary events; and

**WHEREAS,** in public session on September 12, 2017, October 20, 2018, and November 13, 2018, Staff presented its recommendations to the Board on the issues described above and accepted the Board's direction; and

**WHEREAS,** the Board heard and considered Staff's presentations and all public comments and written input on Staff's recommendations; and

**WHEREAS,** on November 13, 2018, the Board gave direction to Staff to make certain modifications to Staff's recommendations to be set forth in a Resolution for the Board's consideration,

**NOW, THEREFORE, BE IT RESOLVED**, effective as of December 4, 2018, as follows:

1. The Board hereby directs Staff to implement the following procedures and policies in connection with the processing of land use entitlement applications that are related to properties that are the subject of County Code violations. These procedures and policies do not apply to the issuance and/or enforcement of Building Permits, except where specified:

    a. Establish a deadline of 2:00 PM on March 29, 2019 ("deadline"), for all landowners who wish to apply for a permit to voluntarily remedy their violations, or for a status determination application to clarify the extent of existing entitlements in accordance with subsection (b) below. Qualified permit applications must be substantially conforming and must be received by the Planning, Building, and Environmental Services (PBES) Department by the deadline. A "substantially conforming" application must include a substantially complete set of the documents required in the application checklist, and information responsive to the requirements. A "substantially conforming" application need not include technical studies where the applicant demonstrates studies could not be completed by the deadline due to seasonal conditions or other extenuating circumstances. All excluded technical studies must be submitted as soon as possible, not to exceed 120 days from the

deadline. Applicants must make a good faith effort to make the application as complete as possible.

i. Require applicants to make a continuous good faith effort to complete their applications in as timely a manner as is practicable. Napa County's Local Procedures for Implementing the California Environmental Quality Act (CEQA) state that no application for a permit shall be deemed complete until all information has been submitted necessary to complete an Initial Study, determine that the project is exempt, or determine that the project is not subject to CEQA. After 120 days from the deadline, when the PBES Director ("Director") determines, in the Director's sole discretion, that an application is incomplete and that the applicant is not making a good faith effort towards timely completion, the application will be closed out and any unused funds will be returned to the applicant.

ii. Advise applicants who seek to participate in this program that the County does not make any promise or representation that their applications will be granted in whole or in part. Each application will be considered on its own respective merits.

iii. Within 30 days of the submittal of a substantially conforming application, staff shall conduct a compliance inspection of each property for which an application was received pursuant to this program. The inspection would verify the violations that the applicant was requesting to correct in the application and the existence of health and safety violations. Upon verification of violation(s), staff will send a new or amended Notice of Violation to the owner, which will clearly list the verified violations and any health and safety violations determined through the inspection, and will describe how compliance can be achieved. Those violations that pose an immediate threat to public health, safety, and/or threaten the environment, must be abated before the application can be deemed complete. Owners who submit an application for any new or modified permit by the above deadline would continue to be subject to penalties for constructing improvements without a Building Permit.

iv. Revise staff reports to "decouple" recommendations regarding all discretionary applications submitted before the deadline that involve both existing significant violations and requests to expand operations. The project description, recommendations, and options presented in staff reports will clearly distinguish between portions of a proposed project that are necessary to remedy existing significant violations, and those portions of a proposed project that would expand beyond current levels of operation. Significant violations are defined as those involving wine production in excess of approved limits, grape sourcing that does not comply with the 75% grape source rule (if applicable), visitation or marketing in excess of approved limits, and unpermitted building construction and/or occupancy. The recommendations for those elements of a proposed project dealing with violations and those dealing with an expansion beyond existing operations/entitlements will be considered separately by the decision-making body.

v. Except for substantially conforming applications received by PBES prior to the deadline, require all properties that have new or continued health and safety or significant pre-existing violations to come into immediate compliance with legal entitlements and all applicable County Code requirements. Owners of properties with health and safety or significant violations shall be required to operate within their existing legal entitlements for one year from the date of the initial Notice of Violation, absent extraordinary circumstances, before a use permit or modification application to remedy the violation(s) may be submitted to PBES. Owners may also be subject to fines or penalties for past and ongoing violations. This provision is intended to and shall require that the environmental impacts of discretionary permit applications shall be assessed against a "baseline" of operations that are within existing legal entitlements, rather than in violation of them. Owners may submit a use permit or modification application to remedy violation(s) during the one-year period while they operate within their legal entitlements, but only if they agree in writing that their legal entitlements or their existing legal operations, whichever is lower, shall be used as the environmental baseline for all CEQA analysis related to the application. Public hearings for such use permit or modification applications shall not be scheduled until the owner has operated within legal entitlements for one year from the date of the Initial Notice of Violation, absent extraordinary circumstance.

b. Continue to allow any property owners to voluntarily initiate a review by the County to determine the extent of their existing entitlements and/or permissible uses of their property. The purpose of such status determinations would be solely to document and/or delineate existing property rights, and would not reduce or affect established entitlements. Staff would evaluate existing use permits, use permit modifications, other land use entitlements, and any documentary evidence provided by the applicant. The resulting analysis would lead to a written decision by the PBES Director that would provide the owner with a clear understanding of both their rights and obligations, which the owner and staff would then both rely upon in the future to determine if a land use is operating in compliance with existing entitlements and the County Code. The Director's decision would be issued administratively within 120 days of the application being determined complete, without a public hearing. Any party entitled to appeal under County Code Chapter 2.88 can appeal the decision to the Board of Supervisors. If an owner or interested party disagrees with the Director's decision, in whole or in part, regarding a status determination application accepted as complete prior to the deadline set forth in subparagraph 1(a) above, the deadline will be extended for an amount of time equal to the time required to process the status determination application or 120 days, whichever is less. This extension is to allow the owner an opportunity to prepare a substantially conforming use permit or modification application to remedy any outstanding violations.

c. To the extent feasible, assign one planner to each application for a use permit or use permit modification who will be the point of contact for the owner throughout the process. Contract with appropriate and qualified consulting firms to provide short-term support for Code Compliance, Planning, County Counsel, and other functions as needed if implementation of the above procedures results in a significant increase in workload for PBES and/or County Counsel's office. Budgets may be adjusted as necessary to accommodate the additional expenditures, following approval by the

Board of Supervisors. The full cost of contract personnel would be paid for by the applicants. Contract personnel may be retained until the permit applications submitted prior to the deadline have been fully processed.

d. Provide outreach and education to landowners and the public regarding the policies and procedures contained within this Resolution, between now and the deadline.

e. Provide monthly updates to the Board of Supervisors regarding the status of implementing the policies and procedures contained within this Resolution, including but not limited to reports on the number of permit applications received, the timelines for processing such applications, number of code compliance cases, and the number and the performance of contract personnel.

2. The Board of Supervisors directs Staff to return to the Board with a proposed Ordinance for the Board's consideration at a public hearing to enact annual winery reporting requirements with the following proposed elements:

a. Require that all wineries within the unincorporated area, other than those referenced in sub-section (d) below, annually report by July 1 the following information to the PBES Director, beginning in 2019 and each year thereafter: (A) number of gallons of wine produced in the previous calendar year; and (B) number of gallons crushed and juiced in the previous year from grapes that were grown in Napa County.

b. Evaluate all production reporting pursuant to the County Winery Production Process, including the use of a rolling three-year average. For the first year of reporting in 2019 only, wineries will submit data for the previous three years to determine current compliance with production requirements. Production data will be required annually thereafter.

c. Acknowledge that the Winery Production Process formula is not equally applicable to all winery operations. Those wineries that wish to submit alternative calculations may submit an amended report, which shall explain the methodology proposed to calculate a winery's production and/or grape source percentage.

d. Exempt wineries outside the Agricultural Preserve and Agricultural Watershed Zoning districts and pre-Winery Definition Ordinance (WDO) wineries within those zoning districts which do not have to comply with the 75% Napa County grape source requirement, from annually submitting sourcing data and United States Department of Agriculture (USDA) California Grape Crush Inquiry Reports. However, such wineries must provide annual production level reports, along with scanned United States Alcohol, Tobacco Tax and Trade Bureau (TTB) Reports of Wine Premises Operation, to verify that they are staying within their approved or recognized pre-WDO levels.

e. Require scanned TTB Reports of Wine Premises Operations, and United States Department of Agriculture (USDA) California Grape Crush Reports to be submitted as attachments to verify the information submitted to the County. All information submitted to the County will be treated as proprietary or tax records gathered for purpose of enforcement and will be maintained in a secured database with limited

access and shall not be treated as public records pursuant to Government Code §6250 et seq. to the extent permitted by law. Once reporting has been reviewed by staff to verify compliance, production and grape source data will be destroyed, except when used as part of an ongoing violation investigation related to wine production and/or grape sourcing. The County will engage in outreach and education efforts to ensure that winery owners are informed of the reporting requirement.

f. Conduct an inspection and full evaluation of all entitlement requirements and conditions of approval, when the reporting data submitted to the County indicates that a winery is in violation of either their production limit and/or their grape sourcing requirement. If violations are discovered, staff will send a Notice of Violation to the owner, which will clearly list all violations and how compliance can be achieved.

g. Create the software and Internet interface necessary to minimize the burden for wineries to report their annual data to the County electronically. In addition, develop a database/spreadsheet to evaluate the production data in accordance with the Count Winery Production Process. The software programs shall be designed to ensure that all data and analysis obtained through annual winery reporting is fully secured with restricted staff access. Staff will work with Information Technology Services (ITS) to develop the program. If additional expertise is required, ITS may hire a consultant to assist with the development of the software program. Budgets may be adjusted as necessary to accommodate the additional expenditure, following approval by the Board of Supervisors.

3. The Board directs Staff to return to the Board with a proposed Ordinance for the Board's consideration at a public hearing for revisions to the current process and procedures for regulation and permitting of temporary events, with the following proposed elements:

   a. Create an enforcement process for Temporary Events, similar to the procedures currently used by the Public Works Department to enforce permits that allow Special Events on Public Roadways. The enforcement process would include the ability to place permit holders "on probation" when a violation has been confirmed, and to allow for the denial of applications for Temporary Event permits where there are multiple violations.

   b. Require that applications for Temporary Events be submitted a minimum of 90-days in advance of the date of the event. The County will engage in outreach and education efforts to ensure that property owners, non-profit organizations, and other sponsors of temporary events are informed of the change in the application timeline.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 4th of December, 2018, by the following vote:

| | | |
|---|---|---|
| AYES: | SUPERVISORS | PEDROZA, RAMOS, DILLON and GREGORY |
| NOES: | SUPERVISORS | NONE |
| ABSTAIN: | SUPERVISORS | NONE |
| ABSENT: | SUPERVISORS | WAGENKNECHT |

NAPA COUNTY, a political subdivision of the State of California

By: _____
RYAN GREGORY, Vice Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Jeffrey M. Brax,*<br>*(via e-signature)*<br>County Counsel<br><br>Date: December 4, 2018 | APPROVED BY THE<br>NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: December 4, 2018<br>Processed By:<br><br>Deputy Clerk of the Board | ATTEST: JOSE LUIS VALDEZ<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

Planning, Building & Environmental Services

# Code Compliance Program Updates & Next Steps

Brian D. Bordona | Director, Planning, Building & Environmental Services

*September 23, 2025*

# Topic Summary

- Use Permit Compliance Program Update and Recommendation
- Reusable Foodware Ordinance Update
- Reverse Osmosis Systems
- Rooster Ordinance Update
- Code Compliance/Realtor Interface/Education

# Use Permit Compliance Program – Background/Status

- Established by Board Resolution – November 2018
- Goal: Bring non-compliant facilities into conformance
- Application deadline: March 2019
- Total enrolled: **47 Applicants**
  - **37 Applications Completed**
  - **10 Remaining Applications:**
    - **1** Approved by Planning Commission, **under appeal**
    - **7** Under review, tentatively scheduled for action by end of 2025
    - **2** Incomplete, no tentative decision date

# Use Permit Compliance Program – Outcomes

- Anticipate **45 total facilities moved to compliance by end of 2025**
- Program promoted safety and code consistency
- Fosters public trust and equity among operators
- **Seven-year successful initiative** with many remaining applications nearing a decision

# Use Permit Compliance Program – Recommendation

## Proposed Program Sunset Date: March 31, 2026

- Staff recommends returning with a formal resolution including:
  - Closure of the program by March 31, 2026
  - Applications not acted on by then must **cease non-compliant operations** and proceed with processing, subject to applicable standards, processes and deadlines.
  - Applications acted upon but continued or appealed may proceed and would not be subject to program closure

# Reusable Foodware Ordinance Update

- Original Ordinance Adopted: December 3, 2024
- Effective Date: January 1, 2026
- Educational materials developed
- Interagency collaboration focused on outreach, education and enforcement logistics
- Stakeholder outreach underway
- Upcoming ordinance updates to clarify its application to temporary events and exemptions set for BOS meeting on **October 7, 2025**

# Reverse Osmosis (RO) Update

- Focus Area: Milliken-Sarco-Tulocay (MST) Basin
- Goals: Strengthen water conservation policies
- Research impacts of RO system discharges
- Staff reviewing state and comparable county policies
- Update planned with **Water Availability Analysis Guidelines – Winter 2025**

# Rooster Ordinance Update

- Current cap: 25 roosters/acre, max 100 per parcel
- Board direction (June 2025): Explore reductions
- Coordination with Sheriff & Ag Commissioner
- Community Outreach & Policy Review In-Progress
- Plan to Return with Proposed Updates to Board: **Winter 2026**

# Realtor Outreach & Education Updates

- "Know Before You Buy" brochure developed and available online (English & Spanish)
- FAQs for Code Compliance created and regularly updated
- Educating buyers on permit history & compliance risks
- Initial outreach to Bay Area Realtors Association – lack of interest in partnership

# Realtor Engagement & Continuous Improvement

- New partnership with real estate brokerage underway; planning realtor panel workshop to:
  - Build relationships
  - Clarify PBES roles & processes
  - Support informed property transactions
- PBES will continue to focus on:
  - Expanding realtor and community partnerships
  - Enhancing outreach materials & public guidance
  - Researching alternative options to address

# Questions? Next Steps.

**Brian D. Bordona**
Director | Planning, Building & Environmental Services

brian.bordona@countyofnapa.org

countyofnapa.org

@countyofnapa

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1340

**TO:** Board of Supervisors

**FROM:** Brian D. Bordona, Director of Planning, Building and Environmental Services

**REPORT BY:** Charlene Gallina, Supervising Planner

**SUBJECT:** An Ordinance amending Chapter 5.36, Temporary Events, of Napa County Code and Directing the PBES Department to Maintain the Temporary Events Manual and Application Packet

## RECOMMENDATION

Introduction and intent to adopt an Ordinance of the Napa County Board of Supervisors, State of California, amending Chapter 5.36 (Temporary Events) of the Napa County Code relating to application, processing, and noticing requirements for temporary events in Napa County; Section 18.10.020 (Duties - Specific Subjects) of Chapter 18.10 (Zoning Administrator) relating to the Zoning Administrator's duties to hear and decide temporary event license applications; and Section 18.120.010 (Exception to Use Limitations) of Chapter 18.120 (Exceptions) to update the temporary event categories, and adopt a Resolution adopting the Temporary Events Manual and directing that the manual and application packet is maintained by Planning, Building and Environmental Services. (No Fiscal Impact)

## BACKGROUND

Napa County has a long-established practice of regulating and licensing temporary events, beginning with the adoption of Ordinance No. 343 in 1971, regulating and licensing "outdoor festivals." This regulation is now codified in Chapter 5.36 of the Napa County Code as "Temporary Events."

On February 7, 2006, the Napa County Board of Supervisors adopted Ordinance No. 1272, amending Chapter 5.36 of the Napa County Code to streamline the application, processing, and noticing requirements for temporary events occurring in Napa County. In addition to this ordinance, the Board adopted Resolution No. 06 -30, adopting the Temporary Event License Application Packet and Temporary Events Manual, which provides additional guidance for application processing and contains the minimum standards table events must comply with for issuance of a license. The Ordinance, Temporary Events License Application Packet, and Temporary Events Manual have not been substantively updated since their adoption in 2006.

On December 12, 2018, the Board adopted Resolution No. 2018-164, directing staff to return to the Board with

an Ordinance for the Board's consideration at a public hearing revising the current process and procedures for the regulation and permitting of temporary events, with the following proposed elements:

1. Create an enforcement process for Temporary Events, similar to the procedures currently used by the Public Works Department to enforce permits that allow Special Events on Public Roadways. The enforcement process would include the ability to place permit holders "on probation" when a violation has been confirmed, and to allow for the denial of applications for Temporary Event permits where there are multiple violations, and
2. Require that applications for Temporary Events be submitted a minimum of 90 days in advance of event date. The Board requested staff engage in outreach and education efforts to ensure that property owners, non-profit organizations, and other sponsors of temporary events would be informed of the change in the application timeline.

Napa County Planning, Building and Environmental Services (PBES) and several supporting County Departments conducted a comprehensive review of the Ordinance, Application Packet and Manual to address issues that have arisen in response to the last update adopted by the Board in 2006, and in response to the Board's 2018 direction. This item proposes changes to Chapter 5.36 to revise these requirements, including increased processing times from 60 days to 90 days or 120 days (in the case of larger events) to accommodate for application review and responses, public notification, and any public hearing processes, when required.

**What is a Temporary Event?**

A "Temporary event" or "event" means any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration or competition of creative athletic form, or any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Sections 2, 3 and 4 of Article 1 of the California Constitution, including, but not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site; which is held at any place other than a highway as defined in Section 10.24.010 of this code, a permanent building or installation constructed and primarily used for the purpose of conducting such activity or one similar thereto, property owned or leased by the state of California, or property owned or leased by a public school district for use as a public school site, and to which the public is invited or admitted with or without the payment of an admission charge.

A temporary event is typically held at any place other than a highway (as defined in Section 10.24.010 of the Napa County Code), a permanent building or installation constructed and primarily used for the purpose of conducting public assembly.

**What is not a Temporary Event?**

Events that do not qualify under the Temporary Event Ordinance fall under other County Code provisions as identified below:

Winery Marketing Events:

Any event that falls under the definition of the "marketing of wine" at a Napa County authorized winery cannot

be considered a temporary event.

The “marketing of wine” is clearly defined by the Winery Definition Ordinance pursuant to Napa County Code Section 18.08.370, as may be amended:

18.08.370 Marketing of wine. "Marketing of wine" means any activity of a winery which is conducted at the winery on a prearranged basis for the education and development of customers and potential customers with respect to wine which can be sold at the winery on a retail basis pursuant to Chapters 18.16 and 18.20. Marketing of wine may include cultural and social events directly related to the education and development of customers and potential customers provided such events are clearly incidental, related and subordinate to the primary use of the winery. Marketing of wine may include food service, including food and wine pairings, where all such food service is provided without charge except to the extent of cost recovery.

Business events are similar to cultural and social events, in that they will only be considered as "marketing of wine" if they are directly related to the education and development of customers and potential customers of the winery and are part of a marketing plan approved as part of the winery's use permit. Marketing plans in their totality must remain "clearly incidental, related and subordinate to the primary operation of the winery as a production facility" (subsection (G)(5) of Sections 18.16.030 and subsection (I)(5) of 18.20.030). To be considered directly related to the education and development of customers or potential customers of the winery, business events must be conducted at no charge except to the extent of recovery of variable costs, and any business content unrelated to wine must be limited. Careful consideration shall be given to the intent of the event, the proportion of the business event's non-wine-related content, and the intensity of the overall marketing plan.

Another example are “Special Events” conducted on public roadways.

A “Special Event” is defined as follows below and pursuant to Napa County Code Section 10.24.010, as may be amended.

"Special event" means an organized procession or assemblage of more than fifty people on a highway that would significantly affect traffic or create a safety problem. Examples of special events include, but are not limited to, walkathons, runs, marathons, trail rides, bicycle events and races, fairs, celebrations, parades, and other similar activities.

Any event that is processing a “Special Event” on Public Roadways pursuant to Napa County Code Section 10.24 and anticipates conducting post event activities on private properties are required to process a Temporary Event permit under the provisions of Napa County Code Chapter 5.36.

In summary, weddings, private parties, member only events, exclusive dinners, winemaker dinners/parties, winery club events, a parade along a public road, a race along a public road, and events including less than 50 people without amplified music and illumination are not considered temporary events.

After a comprehensive review of the Temporary Event Process, staff are proposing the following changes to reflect current practices, community expectations, and to better address public health and safety requirements.

**Proposed Ordinance Modifications: (Attachment A - Redline Version and Attachment B - Clean Version)**

The following modifications have been identified for the Board's consideration:

1. Revised Attendance Limitations for Categories

   - Category 1 - 0-50: No Change.
   - Category 2 - 51-200: No Change.
   - Category 3 - 201-400: No Change.
   - Category 4 - 401-750: Previously, this category was events that were more than 400 persons per day. The category would be revised to events which will be attended by more than 400 persons per day but no more than 750 persons per day.
   - Category 5 - 751 +: Previously this category was for events that met the specific requirements, such as an event sponsored by a nonprofit corporation in existence for a period of at least two decades during which it has furthered the general welfare of the residents of the County by providing over fifty million dollars to other nonprofit groups or entities to fund health care, educational, housing or other charitable purposes. This category would be revised to events which will be attended by more than 750 persons per day.

2. Addition of Category 6

   This new category is designated for an event series that includes multiple events held on the same or separate parcels within a 30-day period in the same calendar year. Under this category, all events must be submitted under a single permit and all applicable requirements must be met for each parcel where an event is taking place.

3. Revised Hearing Requirements

   An application for a license to conduct a Category 2A, 2B, or 3 event (all events with 400 persons or less) shall be approved upon meeting the minimum standards in the Temporary Events Manual. An application for a license to conduct a Category 4, 5, or 6 event (all events with 401 person or more) shall be noticed, with an opportunity to request a public hearing before the Zoning Administrator.

   The modification would change the procedure for Category 3, 4 and 5 events. Currently, Category 3 events are noticed, with an opportunity to request a public hearing before the Zoning Administrator and Category 4 events are set for hearing before the Zoning Administrator. Category 5 events are set for hearing before the Board of Supervisors.

4. Extended Application Processing Timelines

   An application for a license to conduct a Category 2A, 2B, or 3 event shall be submitted to the department 90 calendar days or more prior to the event. An application for a license to conduct a Category 4, 5, or 6 event shall be submitted to the department 120 calendar days or more prior to the event.

   Currently, all applications are due at least 60 days prior to the event. Staff is requesting to extend this deadline to allow all the reviewing agencies ample time to work with the event coordinators and ensure events meet the requirements listed in the Temporary Event Manual. It also allows PBES to issue the

license in advance of the event, providing assurance to the event coordinator and attendees. 120 days is requested for event categories that require noticing, to account for the publishing in the local newspaper, and to provide adequate time to request a hearing before the Zoning Administrator, in advance of the event. Under the present timeline, many events receive their license days before the event, creating strain on the departments and uncertainty for the applicant.

5. Removal of License Requirement for Ticket Sales

   Removal of the requirement that the license must be issued prior to the commencement of ticket sales.

   Instead, tickets may be sold but at the risk of the event organizer prior to the license issuance.

6. Revised Late Application Procedure

   To accept late applications for processing after the established deadline, the PBES Director shall find that:

   a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;

   b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or

   c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

   Applications for Category 4, 5, and 6 events received less than 100 days prior to the event will not be accepted under any circumstances.

   Previously, no application submitted less than fifty days before the date of commencement of the event could be accepted for processing and therefore no license could be issued.

   Late application fees, established by the Board of Supervisors, would still apply.

7. Revised Fee Waiver Procedure

   Fee waivers are only issued if the applicant is a local 501(c)(3) or 501(c)(4) organization or has designated a local 501(c)(3) or 501(c)(4) partner and (2) a minimum of twenty-five percent of net revenues are designated for said local organization or local partner.

   Further, the fee waiver will be applied and a refund issued to the applicant following the submittal of the post event report. This report will include proof of the non-profit status and the donation amount.

   Currently, no minimum is designated to qualify for a fee waiver, and these waivers are granted without proof of donation to a local 501(c)(3) or 501(c)(4) organization after the event.

**Draft Temporary Event Manual Update: (Attachment D)**

The minimum standards in the Temporary Event Manual have been revised to ensure compliance with state and local regulations, including Chapter 5.80 - the Reusable Foodware and Waste Reduction Ordinance - as they

apply to temporary events, catering, and winery-related activities. These updates clarify the definition of a temporary event, provide additional guidance on related permit requirements, and streamline the coordination process with all agencies involved. The manual also now includes accurate and up-to-date contact information for local agencies responsible for regulating specific aspects of temporary events to streamline communications for applicants. Additionally, the Temporary Event Manual was reformatted to make it easier for applicants to navigate the requirements. A copy of the existing Temporary Event Manual has been included in Attachment F in addition to draft revised manual (Attachment D).

Staff recommend that the Board adopt a resolution to update the Temporary Events Manual and direct PBES staff to maintain the manual, to ensure that the Manual's standards reflect current regulation and industry best practices. If directed by the Board, PBES will circulate the manual annually to relevant departments and external agencies for review and feedback. Revisions will be made in response to agency feedback, applicant input, as well as changes in federal and state regulations, and/or the Napa County Code. This process will help prevent clerical errors, improve accessibility, and provide timely updates to event standards.

**Draft Temporary Event Application Packet: (Attachment E)**

Revisions to the existing application form were made to create a streamlined application process that benefits all parties involved. Additional questions were added to ensure that applicants provide a complete and accurate description of the event and acquire all required permits upon authorization of the Temporary Event to ensure that public health and safety issues are addressed. It should be noted that an application will not be accepted until the full application checklist is submitted. Following review of this item, it is staff's intent to finalize the Application Packet and complete the Temporary Events Frequently Asked Questions (FAQ) document for posting on the County's website. A copy of the existing Application Packet has been included in Attachment F.

A summary table of the Temporary Event Ordinance Update event categories and proposed amendments can be found in Attachment G.

**Stakeholder Outreach:**

In early 2024, PBES engaged other County departments and hosted a kickoff meeting to begin updating the Temporary Event Manual. All departments submitted comments, which were compiled into one document. On April 2, 2025, PBES staff presented the document to a working group, which included Napa County Public Works, Napa County PBES, Napa County Sheriff, Napa County Emergency Services, California Highway Patrol, County Fire Marshall, and Napa County Regional Park and Open Space District. PBES Staff circulated the draft documents and returned to the working group on June 4, 2025, to share the final drafts.

PBES compiled a list of stakeholders, including past applicants, event organizers in Napa Valley, and PBES' interested parties list. On August 6, 2025, PBES sent an email to stakeholders outlining the proposed changes and provided a link to the draft documents in the Current Projects Folder on the County's website: <https://www.pbes.cloud/index.php/s/qrizHwJAc6Abkqs>. One written comment was received, which requested a summary of the changes. A table summarizing all changes was added to the Current Projects Folder on August 11, 2025.
PBES hosted two workshops to present the changes, answer questions, and solicit comments. The first workshop was held in person on Tuesday, August 12, 2025. A zoom link was provided for those who wished to attend remotely. A second workshop was held remotely on Thursday, August 14, 2025. County staff, including PBES, EMS, Fire, Sheriff, and Public Works were available at both workshops to answer questions. No

comments were received at the workshops. Both workshops were recorded, and the recordings and presentation materials were posted to the Current Projects Folder.

Further, PBES engaged with the County's Public Information Officer to post the information to the various social media platforms. The link to all draft documents was also posted to the PBES homepage on the Napa County website. Comments were encouraged by August 20, 2025, at 5 p.m. to work with stakeholders where applicable to answer questions and address comments. At the time of drafting this staff report, only one comment was received and is included in Attachment I - Public Comments.

**Next Steps:**

If the Board votes today to express intent to adopt the ordinance, the ordinance will return for adoption on October 7, 2025. If adopted, Staff proposes the Ordinance be effective starting January 1, 2026, allowing for a smooth transition for future events that must adhere to the revised regulations and minimum standards. The updated Application and Temporary Event Manual (Minimum Standard Requirements) would be effective for any event that takes place in 2026, and a transition plan will be put in place for those 2026 applications submitted prior to January 1, 2026.

Procedural Requirements:

1. Open Public Hearing.

2. Staff report.

3. Public comment.

4. Close Public Hearing.

5. Motion, second, discussion and vote on intention to adopt the Ordinance and the adoption of a Resolution adopting the updated Temporary Events Manual.

## FISCAL IMPACT

| | |
|---|---|
| Is there a Fiscal Impact? | No |
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | Temporary Event Ordinance and Manual have not been updated since 2006; Health and safety code requirements regulating events have changed at the state and local level for building, fire, and environmental health. |
| Consequences if not approved: | PBES would have to follow existing ordinance provisions and minimum standard requirements. |

## ENVIRONMENTAL IMPACT

ENVIRONMENTAL DETERMINATION: General Rule. It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)].

# “A”

# Ordinance Amending Chapter 5.36 Temporary Events and Related Chapter 18 Zoning Code Provisions (Redline Version)

Additions are underlined.
Deletions are ~~struck through.~~
Revision markers are noted in left or right margins as vertical lines.

**ORDINANCE NO. ___**

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 5.36 (TEMPORARY EVENTS) OF THE NAPA COUNTY CODE RELATING TO APPLICATION, PROCESSING, AND NOTICING REQUIREMENTS FOR TEMPORARY EVENTS IN NAPA COUNTY; SECTION 18.10.020 (DUTIES – SPECIFIC SUBJECTS) OF CHAPTER 18.10 (ZONING ADMINISTRATOR) RELATING TO THE ZONING ADMINISTRATOR'S DUTIES TO HEAR AND DECIDE TEMPORARY EVENT LICENSE APPLICATIONS; AND SECTION 18.120.010 (EXCEPTION TO USE LIMITATIONS) OF CHAPTER 18.120 (EXCEPTIONS) TO UPDATE THE TEMPORARY EVENT CATEGORIES**

**WHEREAS**, on February 7, 2006, the Board of Supervisors adopted Ordinance No. 1272, amending Chapter 5.36 to the Napa County Code relating to the application, processing, and noticing for temporary events to review and license events occurring in the County; and

**WHEREAS**, the existing regulations governing temporary events have not been substantively updated since the ordinance was amended in 2006, and a comprehensive review identified the need to modernize the framework to reflect current practices and community expectations; and

**WHEREAS**, the Temporary Events Manual, containing the minimum standards table which must be complied with for issuance of a license, has also not been updated since the adoption of Resolution No. 06-30 in 2006 and does not adequately reflect current agency standards; and

**WHEREAS**, the Board of Supervisors adopted Resolution No. 2018-164 requesting amendments for the Board's consideration, including increasing the minimum processing

timeline to 90 days for temporary event applications and that an enforcement process similar to the procedures currently used under the Special Events on Public Roadways be created for temporary event license applications; and

**WHEREAS,** the Board of Supervisors wishes to revise Napa County Code Chapter 5.36 (Temporary Events), Chapter 18.10 (Zoning Administrator), and Chapter 18.120 (Exceptions) sections related to Temporary Events Licenses, and the Temporary Events Manual to increase the minimum processing timeline, consistent with Resolution No. 2018-164 and to revise the standards to ensure such events are conducted in a manner that reflects current standards which protect public health, safety, and welfare, while minimizing disruption to neighbors and public services; and

**WHEREAS**, on August 6, 2025, stakeholders including past temporary event license applicants, local event organizers, and other interested parties were notified by email that the draft ordinance and Temporary Event Manual were available for review and published to the Current Projects Explorer on the Napa County Planning, Building and Environmental Services website. Comments were solicited through August 20, 2025; and

**WHEREAS,** the substantive updates proposed were presented at two public workshops on August 12, 2025, and August 14, 2025, designed to gather input from residents, business owners, event organizers, and other interested parties; and

**WHEREAS,** the purpose of the amendments is to establish clear and consistent procedures for the licensing, regulation, and management of temporary events within the County's jurisdiction.

**NOW, THEREFORE,** the Napa County Board of Supervisors, State of California, ordains as follows:

**SECTION 1.** Section 5.36.010 (Definitions.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.010 Definitions.**

"Attended" means expected or invited to attend and/or participate in the temporary event for each day it is conducted, including all persons or entities ~~other than the applicant~~ who will provide services or goods during the event.

"Department" means the Napa C~~c~~ounty P~~p~~lanning, B~~b~~uilding and E~~e~~nvironmental S~~s~~ervices D~~d~~epartment.

"Director" means the director of the department.

"Event Series" means a group of related temporary events held under a unified theme or by one organizer, occurring on multiple dates and/or multiple parcels, within a defined time period not to exceed 30 days in the same calendar year, and operating under a single event application and approval.

"License" means a permit issued by the department to conduct an event under this chapter.

"Local public agency" means a public agency other than a federal agency or public agencies exempt from county zoning or building ordinances under Government Code Section 53090, et seq.

~~"Nonprofit corporation" means a charitable, nonprofit corporation qualified under of the Internal Revenue Code.~~

"Parcel" means the legal parcel or real property comprised solely of contiguous legal parcel(s) under common ownership.~~;~~

"Election period" means the period between the date a candidate has completed their declaration of candidacy or a measure has qualified and the date six months following publication of the statement of vote for that office or measure.

"Prior to the event" means prior to the first date of the event.

"Temporary event" or "event" means any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration or competition of creative athletic form, or any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Sections 2, 3 and 4 of Article 1 of the California Constitution, including, but not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site; which is held at any place other than a highway as defined in Section 10.24.010 of this code, a permanent building or installation constructed and primarily used for the purpose of conducting such activity or one similar thereto, property owned or leased by the state of California, or property owned or leased by a public school district for use as a public school site, and to which the public is invited or admitted with or without the payment of an admission charge.

"Temporary Events Manual" or "manual" means a manual maintained by the Planning, Building and Environmental Services Department as directed by the Board of Supervisors, ~~approved by the board~~ which contains the minimum standards which must be complied with for issuance of a license to conduct an event under this chapter.

~~"Tickets" means any type of written authority for admission to an event regardless of whether there is an admission charge.~~

**SECTION 2.** Section 5.36.015 (Categories of events.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.015 Categories of events.**

Any event held in the county must fall within one of the following categories:

A. Category 1. An event which complies with the following:
   1. Will be attended by fifty or fewer persons per day;
   2. Has no amplified sound system other than a system completely enclosed within a building;
   3. Has no outdoor illumination beyond that which exists and is operated legally in connection with permanent buildings or installations on the premises; and
   4. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event held on the same parcel.

B. Category 1A. An event which complies with the following:
   1. Will be conducted by, on behalf of or in opposition to a declared candidate for elective public office or a qualified measure as a fundraiser or rally for the campaign for or against such candidate or measure;
   2. Will be conducted only during the election period;
   3. Is proposed for no more than one day per event, with a separation of at least six days between the event and any other category of event held on the same parcel;
   4. Will result in no more than two Category 1A events occurring during the same election period on the same parcel; and
   5. Will be attended by three hundred or fewer persons per day.

C. Category 1B. An event which is authorized by an approved use permit or has been recognized by a certificate of present extent of legal nonconformity (CLN) issued pursuant to this code.

D. Category 2A. An event which meets all of the requirements for a Category 1 event in subsections (A)(1) through (4) of this section except that either: (1) an amplified sound system which is not completely enclosed by a building will be used; or (2) the event will occur on a parcel with a use permit or CLN but the event does not qualify as a Category 1B event because it is not authorized by the use permit or CLN. No more than six Category 2A events per calendar year shall occur on the same parcel.

E. Category 2B. An event which complies with the following:
   1. Will be attended by more than fifty but no more than two hundred persons per day;
   2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event; and
   3. Will result in no more than six Category 2B events per calendar year occurring on the same parcel.

F. Category 3. An event which complies with the following:
   1. Will be attended by more than two hundred but no more than four hundred persons per day;
   2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event; and
   3. Will result in no more than six Category 3 events per calendar year occurring on the same parcel.

G. Category 4. An event which complies with the following:
   1. Will be attended by more than four hundred persons per day but no more than seven hundred and fifty persons per day;
   2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) and five days (if a one- or two-day event) between the event and any other category of event; and
   3. Will result in no more than three Category 4 events per calendar year occurring on the same parcel.

H. Category 5. An event which complies with the following:
~~An event which does not meet the category of an event under subsections (A) through (G) of this section but which will occur no more frequently than once per year and complies with the following:~~
   1. Will be attended by more than seven hundred and fifty persons per day;~~The event and any related ancillary activities have been specifically authorized by a resolution of the board which specifies any time, place and manner regulations determined by the board to be necessary to protect the health and safety of the attendees and the residents of the county;~~
   2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) and five days (if a one- or two-day event) between the event and any other category of event; and
   ~~The event is sponsored by a nonprofit corporation in existence for a period of at least two decades during which it has furthered the general welfare of the residents of the county by providing over fifty million dollars to other nonprofit groups or entities to fund health care, educational, housing or other charitable services to the needy within the county;~~
   3. Will result in no more than one Category 5 event per calendar year occurring on the same parcel.~~During the period of its existence, the event sponsor has regularly conducted similar annual events in the county for the purpose of raising funds for the charitable purposes described in subsection (H)(2) of this section; and~~
   4. (Reserved.)~~The proposed event and its ancillary activities will be conducted for the purpose of continuing to raise funds for the charitable purposes described in subsection (H)(2) of this section.~~

I. Category 6. An event which complies with the following:
   1. Is proposed as an Event Series, which will occur over a 30 day period in the same calendar year; and
   2. Will result in no more than one Category 6 event per calendar year occurring on the same parcels by the same event organizer. ~~Subsequent Events. Any category of an~~

~~event for which the applicant, location, type and size of activity are substantially the same as an event of the same category licensed or otherwise authorized under this chapter which occurred no more than twenty-four months earlier.~~

J. Subsequent Events. A category 2A, 2B, or 3 event for which the applicant, location, type and size of activity are substantially the same as an event of the same category licensed or otherwise authorized under this chapter which occurred no more than twenty-four months earlier. Subsequent events are not applicable to Category 4, 5, or 6 events.

**SECTION 3.** Section 5.36.020 (Permitted and prohibited events.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.020 Permitted and prohibited events.**

A. Categories 1, 1A, or 1B~~, or 5~~ Events Permitted Without a License.

1. Any Category 1, 1A, or 1B or Subsequent Category 1, 1A, or 1B event may be lawfully advertised and conducted within the county without obtaining a license under this chapter.

2. (Reserved.) ~~Any Category 5 event may be lawfully advertised and conducted within the county only if a resolution of the board has first been adopted which specifically authorizes the Category 5 event. A Subsequent Category 5 event may be lawfully advertised and conducted within the county without obtaining a license under this chapter or approval of the board provided that:~~

a. (Reserved.) ~~The event sponsor submits a written application to the department at least sixty days prior to the Subsequent Category 5 event which describes the event and identifies the date, nature, and location of any ancillary activities of the event that will be held in conjunction with or as part of the Subsequent Category 5 event, that will be attended by more than fifty-one persons at one time;~~

b. (Reserved.) ~~The ancillary activities are of the same nature and substantially of the same size as those held in conjunction with the previous Category 5 event approved by resolution of the board; and~~

c. (Reserved.) ~~The Subsequent Category 5 event and its ancillary activities are conducted in accordance with all time, place and manner regulations imposed by the board in its resolution which approved the previous Category 5 event.~~

B. License Required for Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, or 3 ~~or 4~~ Events. It is unlawful for any individual, partnership, association, limited liability company, local public agency, or corporation to operate, maintain, or conduct~~, sell or furnish tickets to~~ a Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, ~~3 or 4~~or 3 event in the county without first obtaining a license from the county to operate or conduct such event and comply with all of the conditions, standards, and requirements applicable under this chapter.

C. All Other Temporary Events Prohibited. It is unlawful for any individual, partnership, association, limited liability company, local public agency or corporation to operate, maintain, or conduct~~, sell or furnish tickets to~~ an event unless the event meets all of

the criteria for a Category 1, 1A, 1B, 2A, 2B, 3, 4, 5, 6 or Subsequent Category 1, 1A, 1B, 2A, 2B, or 3, ~~4 or 5~~ event as defined in Section 5.36.015 and is authorized in accordance with the requirements of this chapter.

**SECTION 4.** Section 5.36.030 (License—Application—Fee—Timing.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.030 License – Application – Fee – Timing.**

A. An application for a license to conduct a Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, or 3, ~~or 4~~ event shall be made in writing on a form prescribed by the D~~d~~epartment and shall be accompanied by the fee established by the Board of Supervisors (B~~b~~oard). The application must be complete and all fees paid before the D~~d~~epartment will begin to process the application.

B. An application for a license to conduct a Category 2A, 2B, or 3, ~~or 4~~ event shall be submitted to the D~~d~~epartment ninety (90) calendar ~~sixty~~ days or more prior to the event. ~~A completed application that is submitted between fifty-nine and fifty days prior to the event shall be deemed late and shall not be processed unless the applicant has also paid a nonrefundable, nonwaivable late fee in the amount established by resolution of the board. No application submitted less than fifty days before the date of commencement of the event shall be accepted for processing, no license shall be issued, and the event shall not be authorized under this chapter.~~

C. An application for a license to conduct a Category 4 or 5 event shall be submitted to the Department one hundred and twenty (120) calendar days or more prior to the event. ~~for authorization from the board to conduct a Category 5 event shall be made in writing on a form approved by the department and shall be submitted to the clerk of the board. It shall be accompanied by the fee established by resolution of the board.~~

D. An application for a license to conduct a Category 6 event shall be submitted to the Department one hundred and twenty (120) calendar days or more prior to the commencement of the first event activity and include information for all activities proposed to occur as part of the Event Series. ~~An application for a license to conduct a Subsequent Category 2A, 2B, 3 or 4 event shall be submitted to the department at least sixty days prior to the event. A completed application that is submitted between fifty-nine and fifty days prior to the event shall be deemed late and shall be accepted for filing and processing only if accompanied by payment of that nonrefundable, nonwaivable late fee established by resolution of the board. An application submitted less than fifty days prior to the date of commencement of the event shall not be accepted for filing or further processing, no license shall be issued, and the event shall not be authorized under this chapter.~~

E. An application for a license to conduct a Subsequent Category 2A, 2B, or 3 event shall be submitted to the Department at least ninety (90) calendar days prior to the event. Subsequent events are not applicable to Category 4, 5, or 6 events. ~~For Subsequent~~

~~Category 5 events, a written notice which describes the event and identifies the date, nature and location of any ancillary activities of the event that will be held in conjunction with or as part of the Subsequent Category 5 event and that will be attended by more than fifty-one persons shall be submitted to the department at least sixty days prior to the event for an evaluation as to whether the event complies with subsections (A)(2)(b) and (c) of Section 5.36.020. If the criteria in subsections (A)(2)(b) and (c) of Section 5.36.020 are met, the department shall notify the event sponsor and no further review is required. If the criteria are not met, the notice shall be deemed a request for a new Category 5 event and shall be processed according to subsection (C) of this section and the application shall be forwarded to the clerk of the board for further processing.~~

F. Any application received after the deadlines established in Section 5.36.030 is a late application.

1. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;

b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or

c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

2. When the Director finds one or more of the above conditions to exist, the Director may accept the application and process in accordance with this chapter, unless the application does not meet the criteria set forth in the Temporary Events Manual. Late applications may be subject to a late application fee in addition to any regular fees established by resolution of the Board.

3. Applications for Category 4, 5, and 6 events received less than 100 days prior to the event shall not be accepted for filing or further processing under any circumstance.

**SECTION 5.** Section 5.36.040 (License—Investigation and Report.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.040 License – Investigation and Report.**

Upon receipt of a complete application and the required fee(s), the application shall be processed as follows:

A. Category 2A, 2B and Subsequent Category 2A, 2B event applications shall be reviewed by the D~~d~~epartment for compliance with the minimum standards set forth in the manual. If complete and accurate information is provided (including, but not limited to, proof of a food service permit if required), and, based on that information, the minimum standards in the manual are met, the event shall be presumed to meet the standards and a license may be issued without any further review and without referral to the other county departments and agencies

specified in the manual. Notice of the Dd~~d~~irector's decision to issue the license shall be given to the applicant, any other person who has made a written request for such notice and to those agencies referenced in subsection (F) of Section 5.36.050.

B. Category 2A and 2B and Subsequent Category 2A and 2B event applications whose compliance with the minimum standards in the manual cannot be determined by the Dd~~d~~epartment shall be circulated along with a request for written comments to those departments and agencies specified in the manual.

C. All Category 3, 4, 5, and ~~4~~ 6 event applications along with a request for written comments shall be circulated along with a request for written comments to those departments and agencies specified in the manual.

D. For Category 2A, 2B, or 3 events, or as otherwise provided in this chapter, the departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within thirty (30) calendar days shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance. Such reports shall also indicate whether the reporting party believes that such standards cannot be met even with reasonable changes in the proposal and on that basis recommends that the license be denied. If the recommendation is for denial, the report shall specify the particular aspects of the proposal which fail to comply with the standards set forth in the manual and cannot reasonably be conditioned to achieve compliance. ~~The clerk of the board shall schedule an application for a Category 5 event to be reviewed and considered by the board.~~

E. ~~Except for Category 5 and Subsequent Category 5 events~~ For Category 4, 5, or 6 events, ~~or as otherwise provided in this chapter,~~ the departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within ~~fifteen~~ forty-five (45) calendar days shall report back to the director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance. Such reports shall also indicate whether the reporting party believes that such standards cannot be met even with reasonable changes in the proposal and on that basis recommends that the license be denied. If the recommendation is for denial, the report shall specify the particular aspects of the proposal which fail to comply with the standards set forth in the manual and cannot reasonably be conditioned to achieve compliance.

F. Upon receipt of the reports and comments specified in subsection (D) and (E) of this section, the Dd~~d~~irector shall evaluate such reports and comments for compliance with state, federal and local laws and regulations, the requirements of this chapter, and the standards set forth in the manual. Based on this evaluation, the Dd~~d~~irector shall prepare a written recommendation as to whether a license should be granted and shall provide notice of the recommendation in accordance with Section 5.36.050. If the recommendation is for issuance, it shall specify any necessary modifications required. If the recommendation is for denial, it shall specify the reasons for such denial including those aspects of the proposal which fail to comply with the standards set forth in the manual and cannot be reasonably conditioned to so comply.

**SECTION 6.** Section 5.36.050 (License—Issuance – Required notice and determinations.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to

read as in full as follows:

**5.36.050 License – Issuance – Required notice and determinations.**

A. Action and Notice on an Application for a Category ~~3~~ 4, 5, or 6 Event. If the application is for a Category ~~3~~ 4, 5, or 6 event, the D~~d~~irector shall notify those persons specified in subsection (B)(4) of Section 18.136.040 of the recommendation for issuance of the license subject to any necessary modifications required or, if the recommendation is for denial, of the intention to deny the license and the reasons for such denial. The notice shall state that such issuance or denial will occur without further comment, report or public hearing unless, within ten days of the date of mailing of the notice, a written request for hearing is received by the D~~d~~irector. If such a request is received within this time period, the Department shall set a public hearing on the Department's recommendation before the Zoning Administrator. At least ten (10) calendar days prior to the hearing, notice of the hearing shall be given to those persons described in subsection (B)(4) of Section 18.136.040 and shall be published once in a newspaper of general circulation in the county. Any interested person may appear at the hearing and submit oral and written evidence regarding the application and recommendation. At the conclusion of the hearing, the Zoning Administrator shall immediately confirm, modify, or reverse the Department's recommendation consistent with state, federal, and local laws and the standards set forth in the manual, shall publicly announce its decision, and shall direct the Department to issue or deny the license upon proof of compliance with this chapter. ~~a hearing shall be held before the zoning administrator in accordance with the procedures set forth for a Category 4 event and thereafter the license shall be approved or denied by the zoning administrator.~~ If such request is not timely received, the D~~d~~irector shall issue or deny the license in accordance with the previous recommendation immediately following the end of the ten-day period. Such action shall be final and not subject to appeal to the B~~b~~oard.

B. (Reserved.) ~~Action and Notice on an Application for a Category 4 Event. If the application is for a Category 4 event, the department shall set a public hearing on the department's recommendation before either the zoning administrator, or upon referral by the zoning administrator, before the board no later than thirty days following receipt of the completed application and required fee(s). At least ten days prior to the hearing, notice of the hearing shall be given to those persons described in subsection (B)(4) of Section 18.136.040 and shall be published once in a newspaper of general circulation in the county. Any interested person may appear at the hearing and submit oral and written evidence regarding the application and recommendation. At the conclusion of the hearing, the zoning administrator or the board shall immediately confirm, modify or reverse the department's recommendation consistent with state, federal, and local laws and the standards set forth in the manual, shall publicly announce its decision, and shall direct the department to issue or deny the license upon proof of compliance with this chapter.~~

C. (Reserved.) ~~Action and Notice on an Application for a Category 5 Event. Upon receipt of an application for a Category 5 event, the clerk of the board shall set a public hearing by the board at a regular or special meeting of the board. Notice of the public hearing shall be by inclusion on the agenda posted in accordance with state law. At the conclusion of the hearing, the application shall be approved or denied by the board.~~

D. Action and Notice on an Application for a Subsequent Category 2A, ~~or~~ 2B, or 3 Event Involving a Prior Complaint. If the application is for a Subsequent Category 2A ~~or~~, 2B, or 3 event and the D~~d~~epartment has received a complaint involving any event occurring on the same parcel within the past twelve months, the application shall be processed in accordance with the procedures set forth for a requested hearing for a Category 4, 5, or 6 event and thereafter the license shall be approved or denied by the Z~~z~~oning A~~a~~dministrator ~~or the board~~. The Z~~z~~oning A~~a~~dministrator ~~or board~~ shall determine during the public hearing if Subsequent Category 2A, ~~or~~ 2B, or 3 events shall also require a public hearing. The Director or Zoning Administrator may deny any Subsequent Category 2A, 2B, or 3 Event if the event has prior complaints or documented violations.

E. (Reserved.) ~~Action and Notice on an Application for a Subsequent Category 3 or 4 Event. If the application is for a Subsequent Category 3 or 4 event where no changes are proposed in any of the circumstances of the event other than the content of the expressive activity and admission price, if any; the event does not exceed the number of events or separation requirements imposed by this chapter for the site and category of event; and the director has received no reports from commenting or reporting agencies or from any interested person indicating that the previous event or events of which this is a repeat impaired in any way the health or safety of the participants, spectators, neighbors, or resulted in any unanticipated impairment of traffic flow, then the director shall notify the persons specified in subsection (B)(4) of Section 18.136.040 of the intention to issue the license subject to the same conditions as imposed upon the previous licenses. The notice shall state that such issuance will occur without further comment, report or a public hearing unless, within ten days of the date of mailing of the notice, a written request for hearing is received by the director. If such a request is received within this time period, the application shall be processed, hearings held, and the license approved or denied by the zoning administrator (or the board in the case of Category 4 events which they authorized) as set forth in the other provisions of this chapter. If such request is not timely received, the director shall issue the license immediately following the end of the ten-day period. Such issuance shall be final and not subject to appeal to the board.~~

F. Notice to Agencies. Upon issuance of a license for a Category 2A, 2B, 3, 4, 5, 6 or any Subsequent Category 2A, 2B, or 3~~, 4 or 5~~ event, the D~~d~~irector shall immediately send written notice of the issuance, including a copy of the license, to all fire departments and law enforcement agencies having jurisdiction over or immediately adjacent to the location where the event will occur, the director of environmental management, the director of public works, the California Highway Patrol, the county's Emergency Medical Services Agency, the applicant, and to any person listed in subsection (B)(4) of Section 18.136.040 who has requested such notice ~~and provided the director with a stamped, self-addressed envelope to be used for that purpose~~.

**SECTION 7.** Section 5.36.060 (Supervision of activities—Display of license.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.060 Supervision of activities—Display of license.**

A. It shall not be the responsibility of the Dd~~d~~irector or any other county officer, employee or agent to supervise any of the activities conducted under the authority of a license. The applicant shall be responsible for supervising all such activities and ensuring compliance with all required conditions and accepts all risk and liability for same.

B. The license shall be displayed in close proximity to the primary entrance to the event site and be available for public inspection during all phases of the event, including setup and cleanup.

**SECTION 8.** Section 5.36.085 (Compliance with Temporary Events Manual.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.085 Compliance with Temporary Events Manual.**

The applicant shall comply with all of the standards, requirements and conditions contained in the manual during all phases of the event, including setup and cleanup.

**SECTION 9.** Section 5.36.100 (License - Revocation-Suspension.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.100 License—Revocation—Suspension.**

A. The Director ~~board~~ shall have the right to revoke any issued license ~~following a public hearing held on its own motion or at the request of the director or sheriff~~ after written notice of the revocation hearing is personally served on the licensee or the authorized on-site supervisor or delivered to the licensee's business or residence address as noted in the application ~~at least twenty-four hours prior to such hearing~~, for any of the following causes:

1. The licensee fails, neglects or refuses to comply with or meet any of the assurances or representations made in the license application;
2. The licensee fails, neglects or refuses to fulfill any of the conditions imposed upon the granting of a license;
3. The licensee permits the event to be conducted in a disorderly manner or allows any person to remain on the premises while under the influence of intoxicating liquor or any narcotic or dangerous drug after being requested by any law enforcement official to arrange for the safe removal of such person from the premises;
4. The licensee violates or attempts to violate any law of the state of California or provision of this chapter, or any county ordinance; and/or
5. The licensee is determined to have made a false, misleading or fraudulent statement of material fact or material omission in the license application, or in any other document required pursuant to this chapter.

B. Any aggrieved person may appeal the Director's decision to revoke a temporary event license to the Board of Supervisors by submitting written notice thereof within four working days after the Director gives notice of his determination revoke such license. Upon receipt of a written notice of appeal, the Director shall cause the matter to be set for public hearing before the Board of Supervisors no later than the next regular meeting of the Board of Supervisors, at which time the Board shall hear a report from the Director and testimony from

the aggrieved person and may receive additional written or oral evidence from any other person. At the conclusion of the hearing, the Board may sustain or overrule the determination of the Director. The decision of the Board shall be final. If the overruled determination of the Director was for denial of the permit, but the appeal could not be heard prior to time and date for the event requested in the application, the applicant shall have the right to reapply for a permit to hold the same event at the same location but at a different time and date, and the fee for such reapplication shall be waived. If the Department identifies any modifications to the event application, fees for additional review shall not be waived ~~Written notice of such revocation shall be given to the county sheriff who shall immediately attempt to deliver such notice to the licensee at the business or residence address noted in the application, except that if the licensee or duly authorized representative thereof is present at the revocation hearing, written notice may be given in person immediately following the hearing and decision to revoke, in lieu of delivery to the business or residence address of the applicant. Such revocation shall become effective immediately upon order by the board~~.

C. The county sheriff may suspend operation and close any event, upon giving the licensee or the authorized on-site supervisor written notice containing the reasons therefor, prior to the expiration of the license in the event of a riot, major disorder or serious breach of the peace when in the sheriff's opinion it becomes necessary to prevent injury to person or persons or damage to property. Such action shall be final and not subject to appeal to the Board. ~~In the event of such suspension, the licensee shall have the right to request a hearing before the board at the next regular meeting of the board. At the hearing, the sheriff shall report on the reasons for the action, the licensee or duly authorized agent may present oral or written evidence, and the board may take such other additional oral or written testimony as it deems necessary. At the conclusion of the hearing, the board shall either affirm the suspension and revoke the license, or reverse the suspension. If the suspension is reversed, the licensee shall have the right to reapply for a license for an event of the same nature within three hundred sixty-five days of the suspended event and the fee for such reapplication shall be waived.~~

**SECTION 10.** Section 18.10.020 (Duties – Specific subjects.) of Chapter 18.10 (Zoning Administrator) of the Napa County Code is amended to read as in full as follows:

**18.10.020 Duties – Specific subjects.**

The zoning administrator shall hear and decide all applications for the following unless, in the zoning administrator's sole discretion, the zoning administrator determines that the matter (1) is of a size, importance, or unique nature such that it is judged not to be a routine matter; (2) involves potentially significant environmental impacts; or (3) is such that the public interest would be furthered by having a particular application heard and decided by the planning commission:

A. Permits and modifications thereof for the following:
   1. Farmworker housing as defined by Section 18.08.294 of this code;
   2. Cottage food operations;
   3. Kennels and veterinary facilities;
   4. (Reserved);

5. Following a public hearing noticed in accordance with Section 18.136.040, use permits for Micro-wineries as defined by Section 18.08.377 of this code;

6. Undergrounding of gas, electric, telephone, or cable television lines;

7. Noncommercial wind energy and conversion systems;

8. Child day care centers;

9. Residential care facilities (medium) and (large);

10. Following a public hearing noticed in accordance with Section 18.136.040, use permits for small wineries as defined by Section 18.08.600 of this code that were issued a certificate of exemption prior to February 22, 1990, recognizing the extent of existing legal entitlements or allowing the following uses provided the application meets all of the following qualifications:

a. Has an annual maximum of twenty thousand gallons or less of wine production;

b. Generates no more than forty Average Daily Trips (ADT) (twenty round trips) by tasting room visitors, all winery employees including seasonal employees, and deliveries to the winery. The use permit will not trigger application of the Napa County Road and Street Standards unless the total ADT from all uses exceeds forty ADT or the inspection authority determines that improvements are required to comply with the State Fire Code, State Responsibility Area Regulations, or adopted left-turn warrants required for all projects;

c. Has a maximum of ten thousand square feet of occupied space, including buildings, caves, and cut and cover caves, but excluding unenclosed space, such as covered crush pads;

d. Conducts a maximum of eleven marketing events per year. Ten such events may allow attendees up to a total amount of vehicle trips that does not exceed twenty-four ADT (twelve daily round trips) and one such event may allow attendees up to a total amount of vehicle trips that does not exceed forty ADT (twenty daily round trips). The ADT for all winery uses, including deliveries, tours and tastings, and employees, on days when a marketing event occurs shall not exceed forty ADT; and

e. Following approval of a use permit under this subsection, no subsequent application for an increase in production of wine, tasting room visitation, or marketing events shall be considered within two years after approval;

11. (Reserved);

12. (Reserved);

13. Modifications of use permits under subsection (E) of Section 18.124.130;

14. Farmworker centers as defined by Section 18.08.293 of this code;

15. (Reserved);

16. (Reserved);

B. (Reserved);

C. Merger of substandard parcels, but only if the parcels meet the requirements set forth in Section 17.48.040;

D. (Reserved);

E. Summary revisions to acreage, but only after making the findings required by Section 17.50.070;

F. (Reserved);

G. Licenses for Category ~~3~~ 4, 5, or 6 temporary events as defined in Section 5.36.015 if a hearing is requested~~, and Category 4 temporary events as defined in Section 5.36.015 if not referred to the board~~;

H. Certificates of present extent of legal nonconformity, in accordance with the procedure set forth in Section 18.132.050;

I. Minor amendments of tentative, parcel and final maps in accordance with the procedure set forth in Sections 17.26.030 through 17.26.050 and Section 17.26.060 for modifications to or elimination of slope easements, and for this purpose the zoning administrator shall be deemed an "advisory agency" as defined in Chapter 17.02;

J. Variances, pursuant to Chapter 18.128 of this code (commencing with Section 18.128.010) and excepting therefrom any variances from the terms of the Conservation Regulations as set forth in Chapter 18.108;

K. (Reserved);

L. Applications for extensions of the life of a tentative map;

M. Minor modifications to use permits as described in Section 18.124.130 (B) and modifications to winery use permits as described in Section 18.124.130(C)(1) through (7) of Section 18.124.130, after making the findings required by Section 18.124.130;

N. Variances from the standards for mobile home parks in accordance with Section 15.40.310, or any successor amendment thereof;

O. (Reserved); and

P. Applications for exceptions to the county's adopted road and street standards in connection with all permits and modifications listed in subsection A through O above, a building permit clearance for a single-family residence or other ministerial permit clearance.

**SECTION 11.** Section 18.120.010 (Exceptions to use limitations.) of Chapter 18.120 (Exceptions) of the Napa County Code is amended to read as in full as follows:

**18.120.010 Exceptions to use limitations.**

A. The following uses, in addition to those hereinbefore set forth, shall be allowed without a use permit in any zoning district:

1. Category 1 and 1A temporary events, as defined in Section 5.36.015;

2. Category 2A, 2B, 3, 4, 5 and ~~5~~ 6 and Subsequent Category 2A, 2B, ~~3,~~ 4 and 3~~and 5~~ temporary events as defined in Section 5.36.015 and conducted in accordance with Chapter 5.36; and special events as defined in Section 10.24.010 and conducted in accordance with a special events permit obtained in accordance with Chapter 10.24;

3. Surface mining as defined in Chapter 16.12 so long as a surface mining permit has been issued as prescribed by that chapter;

4. Distribution lines installed to convey gas and/or electricity locally to individual services or to another such line;

5. Cable television lines, and telephone lines other than long distance cables;

6. Cultivation of gardens;

7. Temporary sheds for the retail sale of agricultural products lawfully produced on the premises;

8. Hand-held, vehicular, or other portable transmitters or transceivers, including, but not limited to cellular phones, CB radios, emergency services radio, and other similar devices;

9. Helicopter emergency use facility landing sites; and

10. Helicopter takeoffs and landings at locations other than public airports, in support of direct agricultural activities, but only if the takeoffs and landings comply with all of the following conditions: (a) they are solely in support of direct aerial agricultural activities and applications such as aerial spraying, aerial frost protection, or aerial mapping; (b) they do not transport persons other than those essential to the conduct of such aerial activities; and (c) they are unavoidable.

Within forty-eight hours of any takeoff or landing in support of direct agricultural activities as described herein, the helicopter operator shall submit to the director of the department a written report containing the helicopter's registration number; date, time, duration and aerial activity of the operation; the persons engaged in the conduct of such activity; and the reason why the takeoff or landing was unavoidable.

11. Accessory renewable energy systems which comply with the criteria set forth in Section 18.117.030.

12. Accessory emergency power generators supplying a total of not more than onr hundred twenty-five percent of the calculated energy demand for all legally established onsite uses, and that comply with Chapter 8.16 (Noise), Chapter 18.108 (Conservation Regulations), and Chapter 18.104 (Additional Zoning District Regulations).

B. The following uses may be permitted in any zoning district (or where restricted to certain zoning districts, in accordance with such restrictions) upon the grant of a use permit in each case:

1. (Reserved);

2. Emergency medical services landing sites, provided, that such use permit is not effective unless and until any required permits, licenses, or other approvals from other federal, state, and local agencies (including the airport land use commission) have been obtained;

3. Commercial excavation or extraction of natural materials including, without limitation, geothermal, oil and gas resources;

4. Timber harvesting;

5. Sanitation treatment plants and oxidation ponds;

6. Electric transmission lines designed to carry large blocks of electric energy at a voltage of thirty-three kv or above from generating stations, between points of interchange, between transmission substations, to distribution stations or to large individual customers;

7. Gas transmission lines installed for the purpose of transmitting gas from a source or sources of supply to one or more distribution centers or to one or more large volume customers or to interconnect sources of supply;

8. (Reserved);

9. Quasi-public uses not included elsewhere in this section other than telecommunication facilities;

10. Other provisions of this section to the contrary notwithstanding, the undergrounding of any electric, gas or telephone line shall require a use permit except:

a. Where the entire length of the line to be underground is covered by an encroachment permit; or

b. The entire length of the line to be undergrounded lies between a distribution line on a street and an individual service connection;

11. Churches;

12. Cemeteries;

13. Child day care center in existing structures developed for public assembly (i.e., churches, meeting halls, public and private schools) and in existing nonconforming commercial buildings;

14. Temporary real estate offices for the sale of properties developed pursuant to a development plan for the site;

15. Provided that the property to be developed is located within a railroad right-of-way in existence as of January 1, 1988, and notwithstanding any other provision of this code, tourist and excursion transportation facilities may be permitted, subject to the issuance of a conditional use permit pursuant to Sections 18.124.010 through 18.124.080; and

16. Hot air balloon launching sites so long as the approving agency can make all of the findings contained in Section 18.104.400.

C. Minimum lot area regulations applicable to any zoning district may be waived by the commission in connection with issuance by it of a use permit for any use set forth in subsection (B)(7) of this section.

D. The following uses shall be allowed in any zoning district upon issuance of an administrative permit in accordance with Chapter 18.126:

1. A home occupation; provided, however, that notwithstanding Section 18.08.310, a bed and breakfast shall not be considered a home occupation;

2. Signs allowed without permits per Section 18.116.020 and signs allowed upon grant of an administrative permit per Section 18.116.030;

3. A temporary trailer;

4. An application for an extension of time for a previously issued administrative permit for a temporary trailer; and

5. Hot air balloon launching sites involving fifty or fewer days of launches or attempted launches at the same site per year and in accordance with the standards contained in subsection (O) of Section 18.126.060.

**SECTION 12.** The Board of Supervisors finds that pursuant to the California Environmental Quality Act (CEQA), it can be seen with certainty that there is no possibility the

proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)]

The issuance of a temporary event license under the County's ordinance is a ministerial action, further stated in Appendix A of Napa County's Local Procedures for Implementing the CEQA.

**SECTION 13.** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 14.** This ordinance shall be effective starting January 1, 2026, to provide for a smooth transition for future events that must adhere to the revised regulations and minimum standards.

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

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 23rd day of September 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

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

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

# “B”

# Ordinance Amending Chapter 5.36 Temporary Events and Related Chapter 18 Zoning Code Provisions (Clean Version)

**ORDINANCE NO. ___**

**AN ORDINANCE OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, AMENDING CHAPTER 5.36 (TEMPORARY EVENTS) OF THE NAPA COUNTY CODE RELATING TO APPLICATION, PROCESSING, AND NOTICING REQUIREMENTS FOR TEMPORARY EVENTS IN NAPA COUNTY; SECTION 18.10.020 (DUTIES – SPECIFIC SUBJECTS) OF CHAPTER 18.10 (ZONING ADMINISTRATOR) RELATING TO THE ZONING ADMINISTRATOR'S DUTIES TO HEAR AND DECIDE TEMPORARY EVENT LICENSE APPLICATIONS; AND SECTION 18.120.010 (EXCEPTION TO USE LIMITATIONS) OF CHAPTER 18.120 (EXCEPTIONS) TO UPDATE THE TEMPORARY EVENT CATEGORIES**

**WHEREAS**, on February 7, 2006, the Board of Supervisors adopted Ordinance No. 1272, amending Chapter 5.36 to the Napa County Code relating to the application, processing, and noticing for temporary events to review and license events occurring in the County; and

**WHEREAS**, the existing regulations governing temporary events have not been substantively updated since the ordinance was amended in 2006, and a comprehensive review identified the need to modernize the framework to reflect current practices and community expectations; and

**WHEREAS**, the Temporary Events Manual, containing the minimum standards table which must be complied with for issuance of a license, has also not been updated since the adoption of Resolution No. 06-30 in 2006 and does not adequately reflect current agency standards; and

**WHEREAS**, the Board of Supervisors adopted Resolution No. 2018-164 requesting amendments for the Board's consideration, including increasing the minimum processing timeline to 90 days for temporary event applications and that an enforcement process similar to the procedures currently used under the Special Events on Public Roadways be created for temporary event license applications; and

**WHEREAS,** the Board of Supervisors wishes to revise Napa County Code Chapter 5.36 (Temporary Events), Chapter 18.10 (Zoning Administrator), and Chapter 18.120 (Exceptions) sections related to Temporary Events Licenses, and the Temporary Events Manual to increase the minimum processing timeline, consistent with Resolution No. 2018-164 and to revise the standards to ensure such events are conducted in a manner that reflects current standards which protect public health, safety, and welfare, while minimizing disruption to neighbors and public services; and

**WHEREAS**, on August 6, 2025, stakeholders including past temporary event license applicants, local event organizers, and other interested parties were notified by email that the draft ordinance and Temporary Event Manual were available for review and published to the Current Projects Explorer on the Napa County Planning, Building and Environmental Services website. Comments were solicited through August 20, 2025; and

**WHEREAS,** the substantive updates proposed were presented at two public workshops on August 12, 2025, and August 14, 2025, designed to gather input from residents, business owners, event organizers, and other interested parties; and

**WHEREAS,** the purpose of the amendments is to establish clear and consistent procedures for the licensing, regulation, and management of temporary events within the County's jurisdiction.

**NOW, THEREFORE,** the Napa County Board of Supervisors, State of California, ordains as follows:

**SECTION 1.** Section 5.36.010 (Definitions.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.010 Definitions.**

"Attended" means expected or invited to attend and/or participate in the temporary event for each day it is conducted, including all persons or entities who will provide services or goods during the event.

"Department" means the Napa County Planning, Building and Environmental Services Department.

"Director" means the director of the department.

“Event Series” means a group of related temporary events held under a unified theme or by one organizer, occurring on multiple dates and/or multiple parcels, within a defined time period not to exceed 30 days in the same calendar year, and operating under a single event application and approval.

"License" means a permit issued by the department to conduct an event under this chapter.

"Local public agency" means a public agency other than a federal agency or public agencies exempt from county zoning or building ordinances under Government Code Section 53090, et seq.

"Parcel" means the legal parcel or real property comprised solely of contiguous legal parcel(s) under common ownership.

"Election period" means the period between the date a candidate has completed their declaration of candidacy or a measure has qualified and the date six months following publication of the statement of vote for that office or measure.

"Prior to the event" means prior to the first date of the event.

"Temporary event" or "event" means any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration or competition of creative athletic form, or any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Sections 2, 3 and 4 of Article 1 of the California Constitution, including, but not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site; which is held at any place other than a highway as defined in Section 10.24.010 of this code, a permanent building or installation constructed and primarily used for the purpose of conducting such activity or one similar thereto, property owned or leased by the state of California, or property owned or leased by a public school district for use as a public school site, and to which the public is invited or admitted with or without the payment of an admission charge.

"Temporary Events Manual" or "manual" means a manual maintained by the Planning, Building and Environmental Services Department as directed by the Board of Supervisors, which contains the minimum standards which must be complied with for issuance of a license to conduct an event under this chapter.

**SECTION 2.** Section 5.36.015 (Categories of events.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.015 Categories of events.**

Any event held in the county must fall within one of the following categories:

A. Category 1. An event which complies with the following:
    1. Will be attended by fifty or fewer persons per day;
    2. Has no amplified sound system other than a system completely enclosed within a building;
    3. Has no outdoor illumination beyond that which exists and is operated legally in connection with permanent buildings or installations on the premises; and
    4. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event held on the same parcel.
B. Category 1A. An event which complies with the following:
    1. Will be conducted by, on behalf of or in opposition to a declared candidate for elective public office or a qualified measure as a fundraiser or rally for the campaign for or against such candidate or measure;
    2. Will be conducted only during the election period;
    3. Is proposed for no more than one day per event, with a separation of at least six days between the event and any other category of event held on the same parcel;
    4. Will result in no more than two Category 1A events occurring during the same election period on the same parcel; and
    5. Will be attended by three hundred or fewer persons per day.
C. Category 1B. An event which is authorized by an approved use permit or has been recognized by a certificate of present extent of legal nonconformity (CLN) issued pursuant to this code.
D. Category 2A. An event which meets all of the requirements for a Category 1 event in subsections (A)(1) through (4) of this section except that either: (1) an amplified sound system which is not completely enclosed by a building will be used; or (2) the event will occur on a parcel with a use permit or CLN but the event does not qualify as a Category 1B event because it is not authorized by the use permit or CLN. No more than six Category 2A events per calendar year shall occur on the same parcel.
E. Category 2B. An event which complies with the following:
    1. Will be attended by more than fifty but no more than two hundred persons per day;
    2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event; and
    3. Will result in no more than six Category 2B events per calendar year occurring on the same parcel.
F. Category 3. An event which complies with the following:
    1. Will be attended by more than two hundred but no more than four hundred persons per day;
    2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event; and
    3. Will result in no more than six Category 3 events per calendar year occurring on the same parcel.
G. Category 4. An event which complies with the following:

1. Will be attended by more than four hundred persons per day but no more than seven hundred and fifty persons per day;
2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) and five days (if a one- or two-day event) between the event and any other category of event; and
3. Will result in no more than three Category 4 events per calendar year occurring on the same parcel.

H. Category 5. An event which complies with the following:
1. Will be attended by more than seven hundred and fifty persons per day;
2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) and five days (if a one- or two-day event) between the event and any other category of event; and
3. Will result in no more than one Category 5 event per calendar year occurring on the same parcel.
4. (Reserved.)

I. Category 6. An event which complies with the following:
1. Is proposed as an Event Series, which will occur over a 30 day period in the same calendar year; and
2. Will result in no more than one Category 6 event per calendar year occurring on the same parcels by the same event organizer.

J. Subsequent Events. A category 2A, 2B, or 3 event for which the applicant, location, type and size of activity are substantially the same as an event of the same category licensed or otherwise authorized under this chapter which occurred no more than twenty-four months earlier. Subsequent events are not applicable to Category 4, 5, or 6 events.

**SECTION 3.** Section 5.36.020 (Permitted and prohibited events.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.020 Permitted and prohibited events.**

A. Categories 1, 1A, or 1B Events Permitted Without a License.

1. Any Category 1, 1A, or 1B or Subsequent Category 1, 1A, or 1B event may be lawfully advertised and conducted within the county without obtaining a license under this chapter.

2. (Reserved.)
a. (Reserved.)
b. (Reserved.)
c. (Reserved.)

B. License Required for Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, or 3 Events. It is unlawful for any individual, partnership, association, limited liability company, local public agency, or corporation to operate, maintain, or conduct a Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, or 3 event in the county without first

obtaining a license from the county to operate or conduct such event and comply with all of the conditions, standards, and requirements applicable under this chapter.

C. All Other Temporary Events Prohibited. It is unlawful for any individual, partnership, association, limited liability company, local public agency or corporation to operate, maintain, or conduct an event unless the event meets all of the criteria for a Category 1, 1A, 1B, 2A, 2B, 3, 4, 5, 6 or Subsequent Category 1, 1A, 1B, 2A, 2B, or 3 event as defined in Section 5.36.015 and is authorized in accordance with the requirements of this chapter.

**SECTION 4.** Section 5.36.030 (License—Application—Fee—Timing.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.030 License – Application – Fee – Timing.**

A. An application for a license to conduct a Category 2A, 2B, 3, 4, 5, 6 or Subsequent Category 2A, 2B, or 3 event shall be made in writing on a form prescribed by the Department and shall be accompanied by the fee established by the Board of Supervisors (Board). The application must be complete and all fees paid before the Department will begin to process the application.

B. An application for a license to conduct a Category 2A, 2B, or 3 event shall be submitted to the Department ninety (90) calendar days or more prior to the event.

C. An application for a license to conduct a Category 4 or 5 event shall be submitted to the Department one hundred and twenty (120) calendar days or more prior to the event.

D. An application for a license to conduct a Category 6 event shall be submitted to the Department one hundred and twenty (120) calendar days or more prior to the commencement of the first event activity and include information for all activities proposed to occur as part of the Event Series.

E. An application for a license to conduct a Subsequent Category 2A, 2B, or 3 event shall be submitted to the Department at least ninety (90) calendar days prior to the event. Subsequent events are not applicable to Category 4, 5, or 6 events.

F. Any application received after the deadlines established in Section 5.36.030 is a late application.

1. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;

b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or

c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

2. When the Director finds one or more of the above conditions to exist, the Director may accept the application and process in accordance with this chapter, unless the application does not meet the criteria set forth in the Temporary Events Manual. Late

applications may be subject to a late application fee in addition to any regular fees established by resolution of the Board.

3. Applications for Category 4, 5, and 6 events received less than 100 days prior to the event shall not be accepted for filing or further processing under any circumstance.

**SECTION 5.** Section 5.36.040 (License—Investigation and Report.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.040 License – Investigation and Report.**

Upon receipt of a complete application and the required fee(s), the application shall be processed as follows:

A. Category 2A, 2B and Subsequent Category 2A, 2B event applications shall be reviewed by the Department for compliance with the minimum standards set forth in the manual. If complete and accurate information is provided (including, but not limited to, proof of a food service permit if required), and, based on that information, the minimum standards in the manual are met, the event shall be presumed to meet the standards and a license may be issued without any further review and without referral to the other county departments and agencies specified in the manual. Notice of the Director's decision to issue the license shall be given to the applicant, any other person who has made a written request for such notice and to those agencies referenced in subsection (F) of Section 5.36.050.

B. Category 2A and 2B and Subsequent Category 2A and 2B event applications whose compliance with the minimum standards in the manual cannot be determined by the Department shall be circulated along with a request for written comments to those departments and agencies specified in the manual.

C. All Category 3, 4, 5, and 6 event applications along with a request for written comments shall be circulated along with a request for written comments to those departments and agencies specified in the manual.

D. For Category 2A, 2B, or 3 events, or as otherwise provided in this chapter, the departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within thirty (30) calendar days shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance. Such reports shall also indicate whether the reporting party believes that such standards cannot be met even with reasonable changes in the proposal and on that basis recommends that the license be denied. If the recommendation is for denial, the report shall specify the particular aspects of the proposal which fail to comply with the standards set forth in the manual and cannot reasonably be conditioned to achieve compliance.

E. For Category 4, 5, or 6 events, the departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within forty-five (45) calendar days shall report back to the director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance. Such reports shall also indicate whether the reporting party believes that such standards cannot be met even with reasonable changes in the proposal and on that basis recommends that the license be denied. If the recommendation is for

denial, the report shall specify the particular aspects of the proposal which fail to comply with the standards set forth in the manual and cannot reasonably be conditioned to achieve compliance.

F. Upon receipt of the reports and comments specified in subsection (D) and (E) of this section, the Director shall evaluate such reports and comments for compliance with state, federal and local laws and regulations, the requirements of this chapter, and the standards set forth in the manual. Based on this evaluation, the Director shall prepare a written recommendation as to whether a license should be granted and shall provide notice of the recommendation in accordance with Section 5.36.050. If the recommendation is for issuance, it shall specify any necessary modifications required. If the recommendation is for denial, it shall specify the reasons for such denial including those aspects of the proposal which fail to comply with the standards set forth in the manual and cannot be reasonably conditioned to so comply.

**SECTION 6.** Section 5.36.050 (License—Issuance – Required notice and determinations.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.050 License – Issuance – Required notice and determinations.**

A. Action and Notice on an Application for a Category 4, 5, or 6 Event. If the application is for a Category 4, 5, or 6 event, the Director shall notify those persons specified in subsection (B)(4) of Section 18.136.040 of the recommendation for issuance of the license subject to any necessary modifications required or, if the recommendation is for denial, of the intention to deny the license and the reasons for such denial. The notice shall state that such issuance or denial will occur without further comment, report or public hearing unless, within ten days of the date of mailing of the notice, a written request for hearing is received by the Director. If such a request is received within this time period, the Department shall set a public hearing on the Department's recommendation before the Zoning Administrator. At least ten (10) calendar days prior to the hearing, notice of the hearing shall be given to those persons described in subsection (B)(4) of Section 18.136.040 and shall be published once in a newspaper of general circulation in the county. Any interested person may appear at the hearing and submit oral and written evidence regarding the application and recommendation. At the conclusion of the hearing, the Zoning Administrator shall immediately confirm, modify, or reverse the Department's recommendation consistent with state, federal, and local laws and the standards set forth in the manual, shall publicly announce its decision, and shall direct the Department to issue or deny the license upon proof of compliance with this chapter. If such request is not timely received, the Director shall issue or deny the license in accordance with the previous recommendation immediately following the end of the ten-day period. Such action shall be final and not subject to appeal to the Board.

B. (Reserved.)

C. (Reserved.)

D. Action and Notice on an Application for a Subsequent Category 2A, 2B, or 3 Event Involving a Prior Complaint. If the application is for a Subsequent Category 2A, 2B, or 3 event and the Department has received a complaint involving any event occurring on the same

parcel within the past twelve months, the application shall be processed in accordance with the procedures set forth for a requested hearing for a Category 4, 5, or 6 event and thereafter the license shall be approved or denied by the Zoning Administrator. The Zoning Administrator shall determine during the public hearing if Subsequent Category 2A, 2B, or 3 events shall also require a public hearing. The Director or Zoning Administrator may deny any subsequent Category 2A, 2B, or 3 Event if the event has prior complaints or documented violations.

E. (Reserved.)

F. Notice to Agencies. Upon issuance of a license for a Category 2A, 2B, 3, 4, 5, 6 or any Subsequent Category 2A, 2B, or 3 event, the Director shall immediately send written notice of the issuance, including a copy of the license, to all fire departments and law enforcement agencies having jurisdiction over or immediately adjacent to the location where the event will occur, the director of environmental management, the director of public works, the California Highway Patrol, the county's Emergency Medical Services Agency, the applicant, and to any person listed in subsection (B)(4) of Section 18.136.040 who has requested such notice.

**SECTION 7.** Section 5.36.060 (Supervision of activities—Display of license.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.060 Supervision of activities—Display of license.**

A. It shall not be the responsibility of the Director or any other county officer, employee or agent to supervise any of the activities conducted under the authority of a license. The applicant shall be responsible for supervising all such activities and ensuring compliance with all required conditions and accepts all risk and liability for same.

B. The license shall be displayed in close proximity to the primary entrance to the event site and be available for public inspection during all phases of the event, including setup and cleanup.

**SECTION 8.** Section 5.36.085 (Compliance with Temporary Events Manual.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.085 Compliance with Temporary Events Manual.**

The applicant shall comply with all of the standards, requirements and conditions contained in the manual during all phases of the event, including setup and cleanup.

**SECTION 9.** Section 5.36.100 (License - Revocation-Suspension.) of Chapter 5.36 (Temporary Events) of the Napa County Code is amended to read as in full as follows:

**5.36.100 License—Revocation—Suspension.**

A. The Director shall have the right to revoke any issued license after written notice of the revocation hearing is personally served on the licensee or the authorized on-site supervisor or delivered to the licensee's business or residence address as noted in the application, for any of the following causes:

1. The licensee fails, neglects or refuses to comply with or meet any of the assurances or representations made in the license application;
2. The licensee fails, neglects or refuses to fulfill any of the conditions imposed upon the granting of a license;
3. The licensee permits the event to be conducted in a disorderly manner or allows any person to remain on the premises while under the influence of intoxicating liquor or any narcotic or dangerous drug after being requested by any law enforcement official to arrange for the safe removal of such person from the premises;
4. The licensee violates or attempts to violate any law of the state of California or provision of this chapter, or any county ordinance; and/or
5. The licensee is determined to have made a false, misleading or fraudulent statement of material fact or material omission in the license application, or in any other document required pursuant to this chapter.

B. Any aggrieved person may appeal the Director's decision to revoke a temporary event license to the Board of Supervisors by submitting written notice thereof within four working days after the Director gives notice of his determination revoke such license. Upon receipt of a written notice of appeal, the Director shall cause the matter to be set for public hearing before the Board of Supervisors no later than the next regular meeting of the Board of Supervisors, at which time the Board shall hear a report from the Director and testimony from the aggrieved person and may receive additional written or oral evidence from any other person. At the conclusion of the hearing, the Board may sustain or overrule the determination of the Director. The decision of the Board shall be final. If the overruled determination of the Director was for denial of the permit, but the appeal could not be heard prior to time and date for the event requested in the application, the applicant shall have the right to reapply for a permit to hold the same event at the same location but at a different time and date, and the fee for such reapplication shall be waived. If the Department identifies any modifications to the event application, fees for additional review shall not be waived.

C. The county sheriff may suspend operation and close any event, upon giving the licensee or the authorized on-site supervisor written notice containing the reasons therefor, prior to the expiration of the license in the event of a riot, major disorder or serious breach of the peace when in the sheriff's opinion it becomes necessary to prevent injury to person or persons or damage to property. Such action shall be final and not subject to appeal to the Board.

**SECTION 10.** Section 18.10.020 (Duties – Specific subjects.) of Chapter 18.10 (Zoning Administrator) of the Napa County Code is amended to read as in full as follows:

**18.10.020 Duties – Specific subjects.**

The zoning administrator shall hear and decide all applications for the following unless, in the zoning administrator's sole discretion, the zoning administrator determines that the matter (1) is of a size, importance, or unique nature such that it is judged not to be a routine matter; (2) involves potentially significant environmental impacts; or (3) is such that the public interest

would be furthered by having a particular application heard and decided by the planning commission:

A. Permits and modifications thereof for the following:

1. Farmworker housing as defined by Section 18.08.294 of this code;
2. Cottage food operations;
3. Kennels and veterinary facilities;
4. (Reserved);
5. Following a public hearing noticed in accordance with Section 18.136.040, use permits for Micro-wineries as defined by Section 18.08.377 of this code;
6. Undergrounding of gas, electric, telephone, or cable television lines;
7. Noncommercial wind energy and conversion systems;
8. Child day care centers;
9. Residential care facilities (medium) and (large);
10. Following a public hearing noticed in accordance with Section 18.136.040, use permits for small wineries as defined by Section 18.08.600 of this code that were issued a certificate of exemption prior to February 22, 1990, recognizing the extent of existing legal entitlements or allowing the following uses provided the application meets all of the following qualifications:
    a. Has an annual maximum of twenty thousand gallons or less of wine production;
    b. Generates no more than forty Average Daily Trips (ADT) (twenty round trips) by tasting room visitors, all winery employees including seasonal employees, and deliveries to the winery. The use permit will not trigger application of the Napa County Road and Street Standards unless the total ADT from all uses exceeds forty ADT or the inspection authority determines that improvements are required to comply with the State Fire Code, State Responsibility Area Regulations, or adopted left-turn warrants required for all projects;
    c. Has a maximum of ten thousand square feet of occupied space, including buildings, caves, and cut and cover caves, but excluding unenclosed space, such as covered crush pads;
    d. Conducts a maximum of eleven marketing events per year. Ten such events may allow attendees up to a total amount of vehicle trips that does not exceed twenty-four ADT (twelve daily round trips) and one such event may allow attendees up to a total amount of vehicle trips that does not exceed forty ADT (twenty daily round trips). The ADT for all winery uses, including deliveries, tours and tastings, and employees, on days when a marketing event occurs shall not exceed forty ADT; and
    e. Following approval of a use permit under this subsection, no subsequent application for an increase in production of wine, tasting room visitation, or marketing events shall be considered within two years after approval;
11. (Reserved);
12. (Reserved);

13. Modifications of use permits under subsection (E) of Section 18.124.130;
14. Farmworker centers as defined by Section 18.08.293 of this code;
15. (Reserved);
16. (Reserved);

B. (Reserved);

C. Merger of substandard parcels, but only if the parcels meet the requirements set forth in Section 17.48.040;

D. (Reserved);

E. Summary revisions to acreage, but only after making the findings required by Section 17.50.070;

F. (Reserved);

G. Licenses for Category 4, 5, or 6 temporary events as defined in Section 5.36.015 if a hearing is requested;

H. Certificates of present extent of legal nonconformity, in accordance with the procedure set forth in Section 18.132.050;

I. Minor amendments of tentative, parcel and final maps in accordance with the procedure set forth in Sections 17.26.030 through 17.26.050 and Section 17.26.060 for modifications to or elimination of slope easements, and for this purpose the zoning administrator shall be deemed an "advisory agency" as defined in Chapter 17.02;

J. Variances, pursuant to Chapter 18.128 of this code (commencing with Section 18.128.010) and excepting therefrom any variances from the terms of the Conservation Regulations as set forth in Chapter 18.108;

K. (Reserved);

L. Applications for extensions of the life of a tentative map;

M. Minor modifications to use permits as described in Section 18.124.130 (B) and modifications to winery use permits as described in Section 18.124.130(C)(1) through (7) of Section 18.124.130, after making the findings required by Section 18.124.130;

N. Variances from the standards for mobile home parks in accordance with Section 15.40.310, or any successor amendment thereof;

O. (Reserved); and

P. Applications for exceptions to the county's adopted road and street standards in connection with all permits and modifications listed in subsection A through O above, a building permit clearance for a single-family residence or other ministerial permit clearance.

**SECTION 11.** Section 18.120.010 (Exceptions to use limitations.) of Chapter 18.120 (Exceptions) of the Napa County Code is amended to read as in full as follows:

**18.120.010 Exceptions to use limitations.**

A. The following uses, in addition to those hereinbefore set forth, shall be allowed without a use permit in any zoning district:

1. Category 1 and 1A temporary events, as defined in Section 5.36.015;
2. Category 2A, 2B, 3, 4, 5 and 6 and Subsequent Category 2A, 2B, and 3 temporary events as defined in Section 5.36.015 and conducted in accordance with

Chapter 5.36; and special events as defined in Section 10.24.010 and conducted in accordance with a special events permit obtained in accordance with Chapter 10.24;

3. Surface mining as defined in Chapter 16.12 so long as a surface mining permit has been issued as prescribed by that chapter;

4. Distribution lines installed to convey gas and/or electricity locally to individual services or to another such line;

5. Cable television lines, and telephone lines other than long distance cables;

6. Cultivation of gardens;

7. Temporary sheds for the retail sale of agricultural products lawfully produced on the premises;

8. Hand-held, vehicular, or other portable transmitters or transceivers, including, but not limited to cellular phones, CB radios, emergency services radio, and other similar devices;

9. Helicopter emergency use facility landing sites; and

10. Helicopter takeoffs and landings at locations other than public airports, in support of direct agricultural activities, but only if the takeoffs and landings comply with all of the following conditions: (a) they are solely in support of direct aerial agricultural activities and applications such as aerial spraying, aerial frost protection, or aerial mapping; (b) they do not transport persons other than those essential to the conduct of such aerial activities; and (c) they are unavoidable.

Within forty-eight hours of any takeoff or landing in support of direct agricultural activities as described herein, the helicopter operator shall submit to the director of the department a written report containing the helicopter's registration number; date, time, duration and aerial activity of the operation; the persons engaged in the conduct of such activity; and the reason why the takeoff or landing was unavoidable.

11. Accessory renewable energy systems which comply with the criteria set forth in Section 18.117.030.

12. Accessory emergency power generators supplying a total of not more than onr hundred twenty-five percent of the calculated energy demand for all legally established onsite uses, and that comply with Chapter 8.16 (Noise), Chapter 18.108 (Conservation Regulations), and Chapter 18.104 (Additional Zoning District Regulations).

B. The following uses may be permitted in any zoning district (or where restricted to certain zoning districts, in accordance with such restrictions) upon the grant of a use permit in each case:

1. (Reserved);

2. Emergency medical services landing sites, provided, that such use permit is not effective unless and until any required permits, licenses, or other approvals from other federal, state, and local agencies (including the airport land use commission) have been obtained;

3. Commercial excavation or extraction of natural materials including, without limitation, geothermal, oil and gas resources;

4. Timber harvesting;

5. Sanitation treatment plants and oxidation ponds;

6. Electric transmission lines designed to carry large blocks of electric energy at a voltage of thirty-three kv or above from generating stations, between points of interchange, between transmission substations, to distribution stations or to large individual customers;

7. Gas transmission lines installed for the purpose of transmitting gas from a source or sources of supply to one or more distribution centers or to one or more large volume customers or to interconnect sources of supply;

8. (Reserved);

9. Quasi-public uses not included elsewhere in this section other than telecommunication facilities;

10. Other provisions of this section to the contrary notwithstanding, the undergrounding of any electric, gas or telephone line shall require a use permit except:

a. Where the entire length of the line to be underground is covered by an encroachment permit; or

b. The entire length of the line to be undergrounded lies between a distribution line on a street and an individual service connection;

11. Churches;

12. Cemeteries;

13. Child day care center in existing structures developed for public assembly (i.e., churches, meeting halls, public and private schools) and in existing nonconforming commercial buildings;

14. Temporary real estate offices for the sale of properties developed pursuant to a development plan for the site;

15. Provided that the property to be developed is located within a railroad right-of-way in existence as of January 1, 1988, and notwithstanding any other provision of this code, tourist and excursion transportation facilities may be permitted, subject to the issuance of a conditional use permit pursuant to Sections 18.124.010 through 18.124.080; and

16. Hot air balloon launching sites so long as the approving agency can make all of the findings contained in Section 18.104.400.

C. Minimum lot area regulations applicable to any zoning district may be waived by the commission in connection with issuance by it of a use permit for any use set forth in subsection (B)(7) of this section.

D. The following uses shall be allowed in any zoning district upon issuance of an administrative permit in accordance with Chapter 18.126:

1. A home occupation; provided, however, that notwithstanding Section 18.08.310, a bed and breakfast shall not be considered a home occupation;

2. Signs allowed without permits per Section 18.116.020 and signs allowed upon grant of an administrative permit per Section 18.116.030;

3. A temporary trailer;

4. An application for an extension of time for a previously issued administrative permit for a temporary trailer; and

5. Hot air balloon launching sites involving fifty or fewer days of launches or attempted launches at the same site per year and in accordance with the standards contained in subsection (O) of Section 18.126.060.

**SECTION 12.** The Board of Supervisors finds that pursuant to the California Environmental Quality Act (CEQA), it can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines For the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)]

The issuance of a temporary event license under the County's ordinance is a ministerial action, further stated in Appendix A of Napa County's Local Procedures for Implementing the CEQA.

**SECTION 13.** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Napa County Board of Supervisors hereby declares it would have passed and adopted this ordinance and each and all provisions hereof irrespective of the fact that any one or more of said provisions be declared invalid.

**SECTION 14.** This ordinance shall be effective starting January 1, 2026, to provide for a smooth transition for future events that must adhere to the revised regulations and minimum standards.

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

The foregoing Ordinance was introduced at a regular meeting of the Napa County Board of Supervisors, State of California, held on the 23rd day of September 2025, and passed at a regular meeting of the Napa County Board of Supervisors, State of California, held on the ____ day of _____, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

_____
ANNE COTTRELL, Chair of the Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *McKayla McMahon*<br>Deputy County Counsel<br><br>By: *Brandon Aguilera*<br>Code Services<br><br>Date: September 9, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By: _____ |

I HEREBY CERTIFY THAT THE ORDINANCE ABOVE WAS POSTED IN THE OFFICE OF THE CLERK OF THE BOARD IN THE ADMINISTRATIVE BUILDING, 1195 THIRD STREET ROOM 310, NAPA, CALIFORNIA ON _____.

_____, DEPUTY
NEHA HOSKINS, CLERK OF THE BOARD

# “C”

# Resolution Adopting Temporary Event License Application Packet and Temporary Event Manual

Temporary Event Ordinance Update
Board of Supervisor Hearing – September 23, 2025

**RESOLUTION NO. 2025 -_____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ADOPTING THE REVISED TEMPORARY EVENTS LICENSE APPLICATION PACKET AND TEMPORARY EVENTS MANUAL**

**WHEREAS,** the County's local procedures for processing applications for a temporary events license pursuant to Chapter 5.36 of the Napa County Code was last updated in 2006 by Resolution No. 06-30; and

**WHEREAS,** because of the comprehensive changes made to Chapter 5.36 of the Napa County Code through Ordinance No. ____, the County now desires to adopt this Resolution and update its local procedures for processing applications for a temporary events license contained in the Temporary Events Manual ("Manual").

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors as follows:

1. The above recitals are true and correct;
2. This Resolution shall become effective on January 1, 2026;
3. The attached Napa County Temporary Events Manual (dated September 2025) is hereby adopted; and
4. Planning, Building and Environmental Services Department is directed to maintain the Temporary Events License Application Packet and Temporary Events Manual.

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the 23rd day of September, 2025, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

_____
ANNE COTTRELL, Chair of the Board of Supervisors

Attachment: Napa County Temporary Events Manual

| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *McKayla McMahon*<br>Deputy County Counsel<br><br>Date: September 9, 2025 | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ |
|---|---|---|

# “D”

# Draft Temporary Event Manual

Temporary Event Ordinance Update
Board of Supervisor Hearing – September 23, 2025

# DRAFT

# Temporary Events Manual

**Planning, Building and Environmental Services Department**

**1195 Third Street, 2nd Floor**

**Napa, CA 94559**

**August 6, 2025**

**Revised September 4, 2025**

**Processing an Application for a Temporary Events License**

A temporary event is any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration of competition of creative athletic form to which the public is invited or admitted with or without the payment of an admission charge. Temporary events include, but are not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site. This includes any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Section 2, 3, and 4 of Article 1 of the California Constitution.

A temporary event is held at any place other than a highway (as defined in Section 10.24.010 of the Napa County Code), a permanent building or installation constructed and primarily used for the purpose of conducting public assembly.

All applicants shall be responsible for complying with the provisions contained in the Temporary Events Ordinance located in Chapter 5.36 of the Napa County Code.

Events that do not qualify under the Temporary Event Ordinance fall under the County Code provisions as identified below:

<u>Winery Marketing Events</u>:

Any event that falls under the definition of the “marketing of wine” at a Napa County authorized winery cannot be considered a temporary event. The “marketing of wine” is defined below and pursuant to Napa County Code Section 18.08.370, as may be amended:

18.08.370 Marketing of wine. "Marketing of wine" means any activity of a winery which is conducted at the winery on a prearranged basis for the education and development of customers and potential customers with respect to wine which can be sold at the winery on a retail basis pursuant to Chapters 18.16 and 18.20. Marketing of wine may include cultural and social events directly related to the education and development of customers and potential customers provided such events are clearly incidental, related and subordinate to the primary use of the winery. Marketing of wine may include food service, including food and wine pairings, where all such food service is provided without charge except to the extent of cost recovery.

Business events are similar to cultural and social events, in that they will only be considered as "marketing of wine" if they are directly related to the education and development of customers and potential customers of the winery and are part of a marketing plan approved

as part of the winery's use permit. Marketing plans in their totality must remain "clearly incidental, related and subordinate to the primary operation of the winery as a production facility" (subsection (G)(5) of Sections 18.16.030 and subsection (I)(5) of 18.20.030). To be considered directly related to the education and development of customers or potential customers of the winery, business events must be conducted at no charge except to the extent of recovery of variable costs, and any business content unrelated to wine must be limited. Careful consideration shall be given to the intent of the event, the proportion of the business event's non-wine-related content, and the intensity of the overall marketing plan.

Special Events on Public Roadways:

Any event that is processing a Special Event on Public Roadways pursuant to Napa County Code Section 10.24 and anticipates to conduct post event activities on private properties shall be required to process a Temporary Event permit under the provisions of Napa County Code Chapter 5.36.

A “Special Event” is defined as follows below and pursuant to Napa County Code Section 10.24.010, as may be amended.

"Special event" means an organized procession or assemblage of more than fifty people on a highway that would significantly affect traffic or create a safety problem. Examples of special events include, but are not limited to, walkathons, runs, marathons, trail rides, bicycle events and races, fairs, celebrations, parades, and other similar activities.

**A. Application for Temporary Event License.**

1. Applications must be submitted for a license to conduct Category 2A, 2B, 3, 4, 5, or 6 events, and Subsequent Category 2A, 2B, or 3 events. No application is required for Category 1, 1A, and 1B (fewer than 50 persons or events fewer than 300 persons conducted during an election period). However, please note that Building, Fire and/or Environmental Health permits may be required to conduct these events.

2. The application and information forms require that the applicant provide detailed written description of the proposed event, including a detailed site plan. When the application is submitted, a deposit filing fee is collected to cover the costs of processing and analysis time, legal advertising, field investigations and similar matters.

3. Fee Waivers may be accepted under Napa County Policy Manual, Part 3 Section 10.020(a).

4. One temporary event license application (for a single deposit billing fee) may include a series of events at separate locations. These are considered Category 6 events. However, each event will be evaluated independently for determination of the required separation between events, and the number of events allowed at any given site.



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5. If there is a repetition of a licensed temporary event ("subsequent event") within twenty-four months, and the applicant, location, type and size of activity are substantially the same, the applicant must provide a new application along with a current Certificate of Insurance, Defense and Indemnification Statement, and a current set of mailing labels specifying parcel number, name, and address of all property owners, as shown on the last equalized assessment roll, adjacent to, or situated within 1000 feet of the event site property boundaries, a copy of all assessors' pages used in compiling the property owners list. (Note: This requirement applies to Category 3, 4, 5, and 6; Subsequent Category 3; and Subsequent Category 2A and 2B events involving a prior complaint.)

**B. Review and Report by Agencies.**

1. Upon receipt of the completed application and the application fee(s), Planning, Building, and Environmental Services (PBES) shall review the application for compliance with the required Minimum Standards Table in this manual.

2. If the application is for a subsequent event, the departments and agencies must also indicate whether impairment of the health or safety of the participants, spectators or neighbors occurred during the previous event, or any unanticipated impairment of traffic flow resulted from that prior event.

3. See Napa County Code Section 5.36.040 for department's investigation and reporting procedures.

4. No temporary event license shall be issued until the certificate of insurance or satisfactory evidence of equivalent security has been filed with the Director and acceptable to the County's Risk Manager.

5. The applicant is responsible for supervising all activities authorized by the temporary event license and for ensuring compliance with all required conditions. The applicant will provide the Director with the name of the Event Supervisor who will be responsible for all on-site supervision during all phases of the event.

6. The temporary event license must be displayed in close proximity to the primary entrance to the event site and be available for public inspection at all times.

7. The following is a list of those agencies to which temporary event applications will be submitted for review, comment and authorization.



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## **Required Reviewing Agencies**:

- Napa County Planning, Building, and Environmental Services (PBES):
  - Planning Division
  - Engineering & Conservation Division
  - Natural Resources Division - Sustainability
  - Building Division
  - Environmental Health Division (EH) - Consumer Protection, Well & Onsite Wastewater Treatment, CUPA, or Solid Waste
  - Code Compliance Division
- Napa County Fire Department (FD)
- Napa County Emergency Medical Services Agency (EMS)
- Napa County Public Works Department (PW) - Roads Division, Recycling, Animal Shelter
- Napa County Sheriff's Office (NCSO), Sheriff, Animal Services Officer
- Napa County Executive Office, Risk Manager (RM) or designated Contract Services
- California Highway Patrol (CHP)
- Adjacent police and fire agencies for other counties, cities (AP & AF): only if event site is located within one mile of such agencies' boundaries.

8. The following lists possible additional required permits if you are authorized to conduct a temporary event:

Fire Department: Permits are required for, but not limited to, use of Tents or Awnings at your event. All applications are required to be submitted a minimum of 30 days prior to the event. Tents & Special Events | Napa County, CA

Building Division: Building Permits are required but not limited to authorize use of stages, generators, temporary power poles, and temporary lighting as well as tents over 7,500 square feet in size. In general, if your event requires construction or demolition of structures then a Building Permit will be required. All applications are required to be submitted a minimum of 30 days prior to the event. Building Permit Process | Napa County, CA

Environmental Health Division: A food vendor is not authorized to operate a food facility at a temporary event until written authorization to operate has been issued by this Division. All applications are required to be submitted a minimum of 30 days prior to the event. Retail Food Program | Napa County, CA

Public Works/Roads Department: An encroachment permit will be required for any activities/events in the County's Right-of-Way. All applications are required to be submitted a minimum of 30 days prior to the event. Encroachment Permits | Napa County, CA

## Minimum Standards Requirements

A license for a temporary event as defined in Section 5.36.010 of the Napa County Code shall be approved and issued only if the required applicable items identified below are met. Such a license may be revoked prior to the event if "Requirements" are in fact not complied with. For temporary events with over 750 people or a series of events occurring over various dates or over a 30-day period, special requirements may be mandated to ensure public, health and safety of Temporary Event attendees and staff. These requirements are included and identified below in various links from reviewing Departments or Agencies.

A. **INSURANCE** (Please see form attached to application for submittal to PBES)

1. Proof of Insurance per County Code §5.36.080 must be met prior to issuance of license or evidence of equivalent security.
2. Required general public liability coverage:
   - Minimum $2,000,000 individual
   - Minimum $4,000,000 aggregate
3. If the event involves sale or other dispensing of alcoholic beverages for on-site consumption, insurance must include alcohol liability endorsement covering property damage and/or injuries (including death) to any persons.

**Responsible Agency for Review & Approval:**
CEO's Office – Risk Management

- Contact: 707-253-4197 for questions

B. **PARKING**

1. Use of Shuttle Buses:
   a. Shall be provided for off-site parking lots located more than one-third mile from the event entrance, and shall be confined to travel on state highways, Silverado Trail, county arterial and collector roads. County Code §§18.112.070 and 18.112.080.
   b. Shall load and unload passengers on each lot if possible, or shall load on a paved shoulder of the right-of-way, and shall not sit idling while waiting for passengers.
   c. Shall unload inside the event entrance, and a turnaround area for shuttles shall be located on the event site. County Code §18.104.130(D)(14).
2. Off-Site Parking:

a. Written consent shall be obtained from the owners of all off-site parking areas which are not also the public parking portions of public roads or highways.
b. All off-site, off-street parking shall comply with the parking standards outlined in County Code §18.104.130.
c. Adequate number of monitors to ensure compliance with no parking along streets posted "No Parking" by the Board of Supervisors or designee pursuant to County Code §18.104.130(D)(13), and no blockage of driveways or roads; appropriate warning signs; and plans for removal of violators.
d. Motor vehicle parking over combustible material, such as dry grass, shall be permitted only with fire hazard mitigation measures, including but not be limited to fire prevention measures; fire reporting procedures; parking area attendants; fire control equipment; parking lot fire apparatus access and emergency egress; wildland exposure protection; and mowed to a maximum height of four (4) inches.
e. Access driveways to off-site parking lots shall meet a minimum access width of eighteen (18) feet. County Code §18.104.130(D)(12).
f. Temporary parking for signs and directional signs to off-site parking locations, prepared at the expense of the event sponsor, shall be no larger than 36 inches by 36 inches, and shall be located to safely identify the parking locations. Such signs shall be placed no earlier than the day before the event and shall be removed no later than the day following the event. Such signs shall not be located on trees or utility poles. County Code §18.104.130(D)(5).
g. Reclaimed water shall be applied to each off-site parking location at a minimum of once on the day prior to the event, at least once in the morning and once in the afternoon of each day when vehicles are parked or more often as necessary for dust suppression. County Code §18.104.130(D)(6).
h. Off-site parked vehicles shall be set back by a minimum of 50 feet from residences. Setbacks shall be temporarily fenced or flagged. County Code §18.104.130(D)(11).
i. A minimum of three parking space attendants shall be present at each lot used for temporary off-site parking to assist in parking vehicles as long as the parking lot is in use. Attendants shall be trained in enforcement of no smoking and emergency vehicle access requirements, emergency incident reporting and notification procedures, and the use of fire extinguisher. County Code §18.104.130(D) (18).
j. Security shall be provided at each off-site parking location for as long as parking continues at that lot. County Code §18.104.130(D)(4).
k. On event day(s), there shall be no event parking within the public right-of-way, unless the Director of Public Works/designee provides an authorization for temporary event parking.

3. Inspection Parking:

a. Reserved parking spaces (a minimum of 3 spaces) shall be made available for all inspections to be conducted prior to and during the event. Spaces shall be signed for intended use.

**Responsible Agency for Review & Approval:**

B 1 a-c; k: Public Works – Roads Division

- Contact: 707-944-0196; roads@countyofnapa.org for questions

B 2 d-g:

PBES - Engineering & Conservation Division

- Contact: 707-253-4417; engineering@countyofnapa.org for questions

B2 h-j:

PBES - Planning Division

- Contact: 707-253-4417; planning@countyofnapa.org for questions

C. **TRAFFIC CONTROL**

1. Any public road closures requested by applicant or required by PW or CHP due to location or size of event shall be approved pursuant to Vehicle Code procedures. (Board of Supervisors or designee action required pursuant to Section 21101 of the California Vehicle Code.
2. For large events (Category's 5 and 6), applicant to submit professionally prepared detailed Traffic Control Plans (Not to scale) for Department of Public Works, Road Division, California Highway Patrol and the Napa County Sheriff's Office review and approval with the Temporary Event Application. The traffic control plans shall be prepared professionally and signed by a professional Civil or Traffic Engineer in accordance with the California Manual of Uniform Traffic Control Device (CA-MUTCD) current online edition. Sub-Standard format is not acceptable. Please substitute Aerial with CADD background (layout), showing existing lane configurations and pavement marking details. The traffic control plan shall identify a traffic coordinator responsible for responding to complaints related to traffic, parking, and driveway access. No changes or deviation from the approved detailed traffic control plan shall be made, except temporary changes in an emergency situation. The contractor shall immediately notify the County Road Commissioner of occurrences that necessitate modification of the approved traffic control plan.
3. If additional traffic control by CHP is requested by the applicant or required by CHP, a signed reimbursement agreement with CHP shall be executed prior to the event.
4. Provide monitors to direct traffic at all points of ingress, egress, and forks in private access roads and to turn away vehicles when authorized limit is reached.
5. The provided traffic plan submitted shall show access routes to be used, placement of monitors and signs, parking areas, shuttle routes, and road closures.

6. Provide identifying signs for pedestrian routes along or adjacent to roadways between off-site parking areas and the event site.
7. Temporary crosswalks shall be designated for pedestrian safety.

**Responsible Agency for Review & Approval:**
C1-2; 4-7: Public Works Department – Roads Division
- Contact: 707-944-0196; roads@countyofnapa.org for questions

C3: Napa County Sheriff
- (707) 253-4509; sheriff@countyofnapa.org for questions

C3: California Highway Patrol (CHP)
- Contact: 707-699-6300 for questions

D. **ENCROACHMENT PERMIT**

1. An encroachment permit will be required for any activities/events in the County's Right-of-Way. Additional information and the encroachment permit application can be found at this link. Any activities/events located on Caltrans Right-of-Way will require a separate coordination and permitting process. Please contact Caltrans District 4 at 510-286-4401.

**Responsible Agency for Review & Approval:**
Public Works Department – Roads Division
- Contact: 707-944-0196; roads@countyofnapa.org for questions

E. **WATERSHED AND WATERCOURSE PROTECTION**

1. No events shall be held in floodways between November and March.
2. All grading or clearing of vegetation shall comply with the Conservation Regulations. County Code §18.108.25 (General Provisions – Intermittent/Perennial Streams) and 18.108.026 General Provisions - Wetlands.
3. No discharge of hazardous materials to land, air or water in violation of federal or state laws or regulations.
4. Standard Condition: Storm Water Control - The permittee shall comply with all construction and post-construction storm water pollution prevention protocols as required by the County Engineering Services Division, and the State Regional Water Quality Control Board.

**Responsible Agency for Review & Approval:**
PBES - Engineering & Conservation Division
- Contact: 707-253-4417; engineering@countyofnapa.org for questions

F. **AIR QUALITY**

1. Comply with all applicable Bay Area Air Quality Management District Regulations, including but not limited to, control of fugitive dust, gaseous and particulate emissions,

excessive motor vehicle idling, open burning, and prohibited equipment pursuant to NC Standard Conditions 7.1 B & C.

a. DUST CONTROL (7.1 B)

Water and/or dust palliatives shall be applied in sufficient quantities during grading and other ground disturbing activities on-site to minimize the amount of dust produced. Outdoor construction activities shall not occur when average wind speeds exceed 20 mph.

b. AIR QUALITY (7.1 C)

During all construction activities the permittee shall comply with the most current version of BAAQMD Basic Construction Best Management Practices including but not limited to the following, as applicable:

1. Post a publicly visible sign with the telephone number and person to contact at the lead agency regarding dust complaints. The BAAQMD's phone number shall also be visible.
2. Water all exposed surfaces (e.g., parking areas, staging areas, soil piles, grading areas, and unpaved access roads) two times per day.
3. Cover all haul trucks transporting soil, sand, or other loose material off-site.
4. Remove all visible mud or dirt traced onto adjacent public roads by using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
5. All vehicle speeds on unpaved roads shall be limited to 15 mph.
6. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
7. Idling times shall be minimized either by shutting off equipment when not in use or reducing the maximum idling time to five (5) minutes (as required by State Regulations). Clear signage shall be provided for construction workers at all access points.
8. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. Any portable engines greater than 50 horsepower or associated equipment operated within the BAAQMD's jurisdiction shall have either a California Air Resources Board (ARB) registration Portable Equipment Registration Program (PERP) or a BAAQMD permit. For general information regarding the certified visible emissions evaluator or the registration program, visit the ARB FAQ http://www.arb.ca.gov/portable/perp/perpfact_04-16-15.pdf or the PERP website http://www.arb.ca.gov/portable/portable.htm.

**Responsible Agency for Review & Approval:**
PBES - Engineering & Conservation Division

- Contact: 707-253-4417; engineering@countyofnapa.org for questions

G. **SIGNAGE**

1. Price of admission signs shall be conspicuously displayed before all event entrances in compliance with County Code §5.04.010.
2. Temporary Events signs and off-site directional signs shall comply with County Code §18.116.030.
3. No signs shall be placed on trees, utility poles, or within any public right-of-way.
4. Temporary parking signs shall be installed no sooner than the day before the event and be removed no later than 5 p.m. the day after the end of the event.

**Responsible Agency for Review & Approval:**
PBES - Planning Division

- Contact: 707-253-4417; planning@countyofnapa.org for questions

H. **LEGALITY OF STRUCTURES**

1. Buildings used in the event shall either have been built with a building permit or shall have obtained a temporary or final Certificate of Occupancy or have a Certificate of Legal Nonconforming Use (CLN) issued per County Code §18.132.010.
2. There shall be no overnight stays by public attendees of the event unless such stays are otherwise permitted by zoning regulations or CLN.
3. The event shall not involve use of any structures which have been posted as dangerously substandard for human habitation per County Code §15.36.010.

**Responsible Agency for Review & Approval:**
PBES - Building Division

- Contact: 707-253-4417; building@countyofnapa.org for questions

I. **BUILDING & ACCESSIBILITY**

Applicants must submit detailed plans that show the maintaining of safe and accessible egress ensuring building and fire code compliance. Please be aware that no events will be allowed in portions of a building that are not permitted under Assembly occupancy requirements, this includes fermentation and barrel rooms. Please keep this in mind when considering the use of existing buildings for events. If your event is in a temporary tent you will need to obtain a permit through the fire department for the tent. If the tent is larger than 7,500 square feet you will need to obtain a building permit through the PBES Building Division's Online Permit Center after Temporary Event Permit authorization.

When you're using an **existing building for a temporary event,** even if it's already permitted for assembly occupancy, **you must maintain compliant means of egress at all times**, in accordance with Chapter 10 of California Building Code (CBC) and Fire Code standards outline in the fire section below. The following is a list of items that should be addressed on your temporary permit plans:

1. Site plan is required to show 2 paths of egress (walking paths to and from entrances and exits).
2. 1 toilet is required for each 60 persons in maximum attendance, 10% of toilets shall be accessible. Fractions shall be rounded up.
3. Show bathroom locations on site plan including which are ADA accessible, like for like accommodations are required.
4. Provide hearing assisted devices to the hearing-impaired.
5. Define type of seating or assembly tables in event space and show proposed locations of required wheelchair spaces in each type of seating area. (California Building Code (CBC) 11b-221.)

   Specialty Seating Areas (CBC 11B-221.2.1.6)

   In assembly areas, wheelchair spaces shall be provided in each specialty seating area that provides spectators with distinct services or amenities that generally are not available to other spectators. The number of wheelchair spaces provided in specialty seating areas shall be included in, rather than be in addition to, the total number of wheelchair spaces required by the Table below.

   Integration (CBC 11B-221.2.2.)

   Wheelchair spaces shall be an integral part of the seating plan.

   Lines of Sight and Dispersion (CBC 11B-221.2.3.)

   Wheelchair spaces shall provide lines of sight complying with Section 11B-802.2 and shall comply with Section 11B-221.2.3. In providing lines of sight, wheelchair spaces shall be dispersed. Wheelchair spaces shall provide spectators with choices of seating locations and viewing angles that are substantially equivalent to, or better than, the choices of seating locations and viewing angles available to all other spectators. When the number of wheelchair spaces required by Section 11B-221.2.1 has been met, further dispersion shall not be required. In stadiums, arenas and grandstands, wheelchair spaces shall be dispersed to all levels that include seating served by an accessible route.

   Horizontal Dispersion (CBC 11B-221.2.3.1)

| NUMBER OF SEATS | NUMBER OF REQUIRED WHEELCHAIR SPACES |
|---|---|
| 4 to 25 | 1 |
| 26 to 50 | 2 |

| | |
|---|---|
| 51 to 150 | 4 |
| 151 to 300 | 5 |
| 301 to 500 | 6 |
| 501 to 5000 | 6, plus 1 for each 100, or fraction thereof, between 501 through 5000 |
| 5001 and Over | 46, plus 1 for each 200, or fraction thereof, over 5000 |

Wheelchair spaces shall be dispersed horizontally. In assembly areas that have seating encircling, in whole or in part, a field of play or performance, wheelchair spaces shall be dispersed horizontally around the field of play or performance area.

6. Parking - Even for temporary events, you must **meet CBC Title 24 Chapter 11B and ADA Standard,** which includes accessible parking, routes, signage, and temporary surface modifications.
   The following considerations must be taken:

   a. **Accessible Spaces Required** – Even if temporary, parking areas **must include the required ratio** of accessible spaces per CBC Table 11B-208.2.
   b. **Van-accessible Spaces** – Required proportionally. At least one of every six accessible spaces must be van-accessible.
   c. **Signage** – Accessible parking spaces must be properly marked with **accessible signs**, including the International Symbol of Accessibility (ISA).
   d. **Surface and Slope** – The space must be on a **firm, stable, and slip-resistant surface**, and the slope must not exceed **2% (1:48)** in any direction.
   e. **Accessible Route** – There must be a continuous, **accessible route** from the accessible space to the event entrance or facilities.
   f. **Location** – Spaces must be as close as practical to the accessible entrance or main activity area.

**Responsible Agency for Review & Approval:**
PBES - Building Division

- Contact: 707-253-4417; building@countyofnapa.org for questions

J. **NONDISCRIMINATION**

1. Unless interfering with practice of religion, attendance and facilities at the event should be open to all members of the public regardless of race, religion, gender, marital status, disability, or noncontagious medical condition, and age, except if alcohol is served during the event, persons under the age of 18 may be excluded.

**Responsible Agency for Review & Approval:**
PBES – Planning Division



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- Contact: 707-253-4417; planning@countyofnapa.org for questions

K. **SANITARY FACILITIES & SEWAGE DISPOSAL**

1. All cleanup water or other liquid waste shall be disposed of in an approved sewage system or in leak-proof containers whose contents must then be disposed of in a manner approved by Environmental Health.
2. If an event site or any off-site parking areas include or are near an existing onsite sewage system, the septic system tank(s) and leach field(s) shall be fenced or otherwise blocked off from event to avoid soil compaction or damage to the onsite wastewater system. Parking shall not be permitted where septic systems are located, NCC §18.104.130.
3. Provide reasonably accessible and identified toilets, the number to be determined by the Building Division on the basis of the California Building Code.
4. Required toilets shall be either permanent facilities connected to an approved sewage system, approved by Environmental Health, or public sewer system. If portable toilets are provided, then they must be serviced by a pumping company permitted under NCC §5.20.020.
5. Event organizers must provide at least one toilet facility for every 15 employees within 200 feet of each temporary food facility. Each toilet facility must be equipped with readily accessible handwashing facilities that include water, soap, and paper towels, per California Retail Food Code §114359.
6. Event organizers must operate and comply with the Napa County Code and California Retail Food Code, or its successors.

**Responsible Agency for Review & Approval:**
PBES – Environmental Health Division – Consumer Protection and Well & Onsite Wastewater Teams

- Contact: 707-253-4417; environmental@countyofnapa.org for questions

L. **SOLID WASTE DISPOSAL, RECYCLING & COMPOSTING**

1. Discarded material must be separated into recycling, composting and trash streams. It is the responsibility of the permittee or applicant to ensure these streams are properly sorted into the correct bins.
2. Provide an ample amount of well labeled recycling, composting and trash bins located throughout the premises with attention to areas of high trash generation (beverage bar, kitchen, clearing areas, etc.) and near entrances/exits. The bins must be serviced accordingly so that bins do not overflow at any time.
3. Labels and signage should clearly indicate acceptable materials in each bin type. Provide lids or restricted openings where it is possible to decrease contamination with trash. Recycling and trash receptacles should look distinctly different.
4. Recycling bins must be blue, compost bins green and trash gray or black.

5. Recycling, composting and trash bins must be placed together and never standalone. Certified compostable bags are the only acceptable liners for green compost bins.
6. Arrange for collection of all solid waste within 48 hours of conclusion of event unless event solid waste will be combined with other regularly scheduled pick-up at the event location.
7. Event sponsors should consider various strategies to properly sort waste generated at events in order to conserve resources and comply with mandates of SB 1383.
8. If the event will serve more than 2,000 individuals per day of operation, it is considered a large event under state law and excess edible food must be donated.
9. Three franchise waste haulers serve parts of unincorporated Napa County. Napa County Recycling and Waste Services operates in southern Napa County. Upper Valley Disposal Services operates up valley. Berryessa Garbage Service operates in areas around Lake Berryessa.
10. General information and helpful tips can be found in the Napa County Guide to Recycling at Special Events.
11. Event organizers and sponsors should consider various strategies to reduce waste generated at events in order to conserve resources.
12. Event organizers and sponsors are required to comply with NCC Chapter 5.80 Reusable Foodware and Waste Reduction provisions as it relates to Temporary Event activities. (Please refer to attached document)

**Responsible Agency for Review & Approval:**
L 1-11: Public Works Department - Recycling
- Contact: 707-253-4351; publicworks@countyofnapa.org for questions

L 12: PBES – Natural Resources
- Contact: 707-253-4417 for questions

M. **LIGHTING**

1. Shield all new outdoor lights from adjacent residences, airfields and public roadways. All new and existing exterior lighting shall be shielded and directed downward and shall be the minimum necessary for security, safety, or operations. All lighting shall be shielded or placed such that it does not shine directly on adjacent properties or impact vehicles on adjacent streets. Low-level lighting shall be utilized in parking areas. No strobe lighting shall be used. All lighting shall be turned off at the end of the Temporary Event activity if authorized for multiple days.

**Responsible Agency for Review & Approval:**
PBES Planning Division
- Contact: 707-253-4417; planning@countyofnapa.org for questions

Airport: For events taking place near airports
- Contact: 707-253-4665; infoairport@countyofnapa.org for questions

N. **FOOD FACILITIES**

1. Food vendors providing food during any event must hold and/or obtain a Food Facility permit from Environmental Health for each vendor and event organizer. Visit Retail Food Program | Napa County, CA for an application. Facility must operate consistent with CalCode Chapter 11, or its successors.
    i. For Catered Events: The event caterer(s) must be permitted by the Napa County Environmental Health Division.
    ii. For Events with Multiple Food Vendors:
        1. The event organizer must complete and pay associated fees for a Temporary Event Organizer Application**,** specifying if they will have 2-20 food vendors onsite or more than 20 food vendors at the event. The organizer will provide the list of all food vendors, and each vendor must be permitted by Environmental Health.
        2. Each food vendor at the event must have a **Temporary Event Food Vendor** permit which can be either for a single event or an annual temporary event permit, or a Mobile Food Facility permit.
2. The only exception to the food permitting requirements would be for an event where all food vendors are not-for-profit entities or for-profit entities and receive no monetary benefit beyond recognition for participation in the event, and the event is a maximum of one day. If these conditions apply, food vendors must operate consistent with "Non-Profit, One-Day Temporary Food Facility Guidelines" and California Retail Food Code (CalCode Chapter 11), or its successors.

**Responsible Agency for Review & Approval:**
PBES – Environmental Health Division – Consumer Protection

- Contact: 707-253-4417; environmental@countyofnapa.org for questions

O. **EMERGENCY MEDICAL SERVICES & ACCESS**

1. Event staff on site shall have the capability to notify 911 of any emergencies, provide First Aid/CPR, and have access to an Automated External Defibrillator (AED).
2. Based on the number of attendees to include event personnel as well as patrons, organizers shall supply emergency medical staff consistent with Napa County EMS's Temporary and Special Event Permit Application: EMS Resource Requirements. (Please Refer to link below)
    a. An executed agreement with an approved provider will be required before the EMS Agency signs off on the Temporary Event License Application.
3. Permit applications require an event map showing the entire event area that includes First Aid/Medical Stations.
4. A Class A First Aid kit in accordance with ANSI/ISEA Z308.1-2021: American National Standard- Minimum Requirements for Workplace First Aid Kits and Supplies.

5. The Napa County EMS Agency Special and Temporary Event Emergency Action and Medical Plan shall be completed and submitted to the Napa County EMS Agency for approval. (Please refer to attached document)
6. Emergency access roads shall meet Napa County Road and Street Standards and "Agricultural Special Purpose Road" (e.g. one lane road with turnouts). Please submit an aerial site plan with a CADD background (layout) showing lane configurations and dimensions to scale. Sub-standard format will not be accepted.
7. Emergency access roads shall meet Napa County Road and Street Standards for a "Type I Common Drive" (e.g. two-lane road). Please submit an aerial site plan with a CADD background (layout) showing lane configurations and dimensions to scale. Sub-standard format will not be accepted.
8. If the event is located in a high fire hazard severity zone, a secondary access/egress route shall be provided.
9. Emergency vehicle access to buildings and/or Event Site shall not be obstructed. (CFC § 503.4)

**Responsible Agency for Review & Approval:**

O 1-5: Emergency Medical Services

- Contact: 707-253-4341 for questions

O 6-8: County Fire Department

- Contact: 707-299-1467; firedepartment@countyofnapa.org for questions

P. **FIRE & LIFE SAFETY PRECAUTIONS**

1. All first aid stations should be clearly identified.
2. Meet all applicable state regulations covering fire and life safety. (California Code of Regulations Title 19) and Title 24.
3. The number and condition of exits from the event assembly area may be considered adequate in existing buildings if they conform to the Building Code standards in place at the time the building was constructed. Buildings and structures, such as caves, that were not constructed under the requirements of a building code shall be the criteria of this manual. (UFC § 1202.1)
4. Open fires, smoking and the use of spark-scattering equipment outdoors are prohibited.
5. Electrical equipment and facilities shall comply with County Code §15.28.010 and CFC 3106.6.
6. Generators shall be installed not less than 10 feet from combustible materials and shall be isolated from the public by physical guard, fence or enclosure installed not less than 3 feet away from the internal combustion power source. (CFC 3106.6.2)
7. Exit illumination shall be provided as per the California Fire Code with automatic back-up in case of power failure. (CFC § 1008.3)

8. Combustible vegetation that could create a fire hazard shall be removed from outdoor assembly event areas. (CFC § 3106.4.6)
9. Smoking shall only be permitted in designated areas. Other areas shall have approved "No Smoking" signs posted conspicuously. (CFC § 3106.4.5)
10. Trained Crowd Managers shall be provided for all events/gatherings of more than 500 people or in areas of assembly above or below the level of egress. (CFC § 403.11.3)
11. Buildings with assembly areas above the level of egress shall have at least two exits.
12. Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort, and shall not be bolted, chained, latched, etc. (CFC § 1010.2).
13. Exit aisles shall be provided from all portions of the event assembly area to an exit with an aisle width that complies with CFC § 1030.9.1.
14. The minimum number of means of egress as well as means of egress widths form temporary membrane structures and tents shall comply with CFC Table 3103.12.2. based on the occupancy load of the event.
15. Exit obstructions, including storage, shall not be placed in an exit. (CFC § 1003.6).
16. Exit signs shall be installed in the assembly rooms and as otherwise necessary to clearly indicate the direction of egress. (CFC § 1013.1)
17. In high fire hazard severity zones fire breaks 10 feet wide or twice the height of the surrounding vegetation (whichever is greater) exist around event site to protect the surrounding wildland vegetation from fire.
18. In high fire hazard severity zones, event cancellation procedures in the case of extreme fire-weather conditions (e.g. National Weather Service "Red Flag Warning").
19. Fire extinguishing systems shall be installed inside occupied buildings to the extent required by California Fire Code § 906 and at each off-site parking lot.
20. Smoke alarms shall be installed inside all buildings used for human occupancy.
21. Open Flame Devices shall not be used in Assembly areas except in the following situations, provided that approved precautions are taken to prevent ignition of a combustible material or injury to occupant per CFC § 308.3:
    a. Where necessary for ceremonial or religious purposes in accordance with § 308.1.7
    b. On stages and platforms as a necessary part of a performance in accordance with § 308.3.2
    c. Where candles on tables are securely supported on substantial noncombustible bases and the candle flames are protected.
    d. Heat Producing Equipment complying with CFC Chapter 6 and the California Mechanical Code.
    e. Gas lights are allowed to be used provided that adequate precautions satisfactory to the Fire Code Official are taken to prevent ignition of combustible materials.
22. Combustible decorative materials shall be flame resistant. (CBC § 806.4 & CFC 3104.2)

**Responsible Agency for Review & Approval:**
County Fire Department

- Contact: 707-299-1467; firedepartment@countyofnapa.org for questions

Q. **SECURITY ARRANGEMENTS**

1. Control site access (e.g., fences, gates at points of easy access) in manner that does not prevent emergency ingress or egress.
2. Display right to evict attendees for behavior causing a public disturbance or safety hazard.
3. Impose operational limits on distribution of alcohol to reduce potential for drunk driving by attendees leaving the site (e.g., free soft drinks but no alcohol to designated drivers; no distribution of alcohol two hours prior to end of event; shuttle transit to, from event to places of overnight accommodation. (Refer to "Responsible Hospitality Coalition" Guidelines link below)

**Responsible Agency for Review & Approval:**
PBES – Planning Division

- Contact: 707-253-4417; planning@countyofnapa.org for questions

Napa County Sheriff's Office

- Contact: 707-253-4509; sheriff@countyofnapa.org for questions

R. **WATER SUPPLY**

1. Drinking water supply shall be approved by Environmental Health as meeting the requirements of the California Safe Drinking Water Act or its successors.
2. Any swimming pools or bathing spas used in the event shall comply with County Code chapter §15.48.

**Responsible Agency for Review & Approval:**
PBES – Environmental Health Division, Consumer Protection

- Contact: 707-252-4417; environmental@countyofnapa.org for questions

S. **ENVIRONMENTAL SENSITIVITY**

1. Any known habitat of rare or endangered plants or preservation areas shall be fenced off and/or avoided.
2. No event activities shall occur within any known habitat of rare or endangered animals or block known wildlife migrating paths during known migrating seasons.
3. Event shall not involve occupation by human beings within an un-reinforced masonry building and/or near or within an earthquake or fire damaged building.
4. Event should not take place on or near any known archeological sites unless the sites are protected by barriers.

**Responsible Agency for Review & Approval:**

S 1-2: PBES - Engineering & Conservation Division

- Contact: 707-253-4417; engineering@countyofnapa.org for questions

S 3: PBES - Building Division

- Contact: 707-253-4417; building@countyofnapa.org for questions

S 4: PBES - Planning Division

- Contact: 707-253-4417; planning@countyofnapa.org for questions

T. **ANIMALS**

1. All animal exhibits must comply with County Code §6.08.140 and 6.08.120 regarding transportation and cage inspections by Animal Services.
2. Sanitary facilities satisfactory to PBES must be provided for all animals (whether pets or participants) allowed on site during the event, to avoid contamination of groundwater or public-water supply watersheds.
3. Live animals shall not be allowed within 20 feet of any mobile food facility or temporary food facility. CalCode§114259.
4. All animal exhibits must operate in accordance with California Department of Public Health's Preventing Zoonotic Diseases at Fairs and Animal Exhibits: Best Practices for Fair Management and Animal Exhibitors (CDPH Best Practices) and be approved by the Napa County Environmental Health Division.

**Responsible Agency for Review & Approval:**

T 1: Public Works Department – Animal Shelter

- Contact: 707-253-4382 for questions

T 1: Napa County Sheriff's Office - Animal Services

- Contact: 707-253-4896 for questions

T 2-4: PBES – Environmental Health Division – Consumer Protection

- Contact: 707-253-4417; environmental@countyofnapa.org for questions

U. **NOISE**

1. Comply with exterior noise standards set forth in County Code §§8.16.060, 8.16.070 and 8.16.080, measured at the property line of the event site or, with the written consent of adjacent landowners, at the outer property line of such landowners' property.

**Responsible Agency for Review & Approval:**

PBES - Planning Division

- Contact: 707-253-4417; planning@countyofnapa.org for questions

## LARGE EVENT SPECIAL REQUIREMENTS

**NAPA COUNTY EMERGENCY MEDICAL SERVICES (EMS) AGENCY (SEE ATTACHED)**

- **SPECIAL AND TEMPORARY EVENT EMERGENCY ACTION AND MEDICAL PLAN**
- **TEMPORARY AND SPECIAL EVENT PERMIT APPLICATION: EMS RESOURCE REQUIREMENTS**

## ADDITIONAL INFORMATION, REQUIREMENTS, & GUIDELINES

**REUSEABLE & COMPOSTABLE FOODWARE ORDINANCE BUSINESS OVERVIEW**

**Please refer to link on the Napa County Website:** Reusable Foodware and Waste Reduction Ordinance | Napa County, CA

**GUIDE TO RECYCLING AND COMPOSTING AT SPECIAL EVENTS**

**Please refer to link on the Napa County Website:** Guide to Recycling and Composting at Special Events | Napa County, CA

**RESPONSIBLE BEVERAGE SERVICE GUIDELINES – POLICIES AND PROCEDURES:**

Frequently Asked Questions | Alcoholic Beverage Control

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NAPA COUNTY EMS AGENCY

# Special and Temporary Event

EMERGENCY ACTION & MEDICAL PLAN

**Event Name:** _____

| | |
|---|---|
| Event Date(s): | Event Hours: |
| Event Description: | |
| Location Address: | Number of Attendees: |
| Number of Staff: | Number of Vendors: |
| On-Site Emergency Lead: | Phone: |

Provide additional contact information and special roles for anyone involved with emergency management at this event, such as crowd managers, additional event managers, security supervisors, etc. Attached separate sheet for larger events.

| Name | Title | Contact number |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

| | | |
|---|---|---|
| Number of Medical Resources: | First Aid Station: | Clinic (MD): |
| | BLS Ambulance: | ALS Ambulance: |

Describe Your Communications Plan for the Event:

Describe Your Dispatch Protocol for Emergencies:

| |
|---|
| How will you communicate emergency information to your staff, vendors, and event attendees, both before and during your event? |
| How do you plan to evacuate people from your event footprint in the case of emergency? Where are the emergency exits/pathways? |
| If evacuation is not possible, what is your plan to shelter in place? |
| How do you plan to ensure emergency vehicle access at this event? |

| **Safety Thresholds** | Heat (C/F) Temperature | Cold (C/F) Temperature | Air Quality |
|---|---|---|---|
| What will be your protocol when safety thresholds are approached and/or reached? | | | |
| Are there any special hazards at this event? If yes, list them and explain how you are managing these hazards, including a list of all relevant safety equipment that will be present at event. | | | |

**Note**: For events with large crowds or with high-risk activities, event organizers may need to create an ***extensive*** EAP. The questions above may not cover all of the necessary components. Please contact the EMS Specialist if you have any questions or need assistance creating a comprehensive EAP.

## First Aid Stations and Clinics

**Service Agreements:** For organizations providing standby services, attach written agreements, MOUs, or signed written commitments to provide paid or volunteer services.

| Medical Resource Type: | | |
|---|---|---|
| Hours of Operation | AED on site: ☐ Yes ☐ No | MD on site: ☐ Yes ☐ No |
| Medical Resource Location: | | |
| Medical Resource Contact Name: | | |
| Medical Resource Contact Info: | | |

| Medical Resource Type: | | |
|---|---|---|
| Hours of Operation | AED on site: ☐ Yes ☐ No | MD on site: ☐ Yes ☐ No |
| Medical Resource Location: | | |
| Medical Resource Contact Name: | | |
| Medical Resource Contact Info: | | |

| Medical Resource Type: | | |
|---|---|---|
| Hours of Operation | AED on site: ☐ Yes ☐ No | MD on site: ☐ Yes ☐ No |
| Medical Resource Location: | | |
| Medical Resource Contact Name: | | |
| Medical Resource Contact Info: | | |

| Medical Resource Type: | | |
|---|---|---|
| Hours of Operation | AED on site: ☐ Yes ☐ No | MD on site: ☐ Yes ☐ No |
| Medical Resource Location: | | |
| Medical Resource Contact Name: | | |
| Medical Resource Contact Info: | | |

## Mobile Support Resources

**Service Agreements:** For organizations providing standby services, attach written agreements, MOUs, or signed written commitments to provide paid or volunteer services.

| **Mobile Non-Medical Support** | |
|---|---|
| Will you have mobile resources at your event such as Support and Gear (SAG) Vehicles? | ☐ Yes ☐ No |
| If yes, please describe the deployment plan. | |

| **Mobile Medical Support** | |
|---|---|
| Name of Ambulance or Bike Medic provider: | |
| Contact name: | Contact number: |
| Deployment Plan: | |

| Name of Ambulance or Bike Medic provider: | |
|---|---|
| Contact name: | Contact number: |
| Deployment Plan: | |

| Name of Ambulance or Bike Medic provider: | |
|---|---|
| Contact name: | Contact number: |
| Deployment Plan: | |

A Tradition of Stewardship
A Commitment to Service

**Health & Human Services Agency**
**Napa County Emergency Medical Services Agency**

**Shaun Vincent**
EMS Administrator

2751 Napa Valley Corporate Drive
Building B
Napa, CA 94558

Main: (707) 253-4341
www.countyofnapa.org/ems

# TEMPORARY AND SPECIAL EVENT PERMIT APPLICATION: EMS RESOURCE REQUIREMENTS

The Napa County Emergency Medical Services (EMS) Agency is committed to safeguarding the health and safety of our community, including participants of organized recreational activities held within the County. To achieve this, we have established clear requirements for event organizers to ensure adequate emergency medical resources are available. These guidelines serve as a framework for determining the minimum necessary resources for large events in Napa County, preventing undue strain on the County's EMS and healthcare systems.

All temporary events in Napa County are subject to Chapter 5.36 of the Napa County Code. Section 5.36.015 outlines event categories, and an application for a Temporary Event License is required for Category 2A, 2B, 3, 4, 5, or 6 events. All Special Events in Napa County are subject to Chapter 10.24 of the Napa County Code, Section 10.24.070 outlines the medical requirements for a Special Event Permit.

The final approval for the emergency medical assessment of event applications rests with the Napa County EMS Agency Administrator. Events spanning a broad geographic area may necessitate additional resources, particularly if a response time from a strategic location is anticipated to exceed ten minutes. The EMS Agency reserves the right to require additional resources for any event at its discretion.

Every application pursuant to Napa County Municode shall include a completed **Special and Temporary Event Emergency Action and Medical Plan** provided by the Napa County EMS Agency. Once EMS Agency staff reviews an application and determines the necessary emergency medical resources, recommendations will be provided to the event coordinator. Any modifications to the approved medical coverage must be authorized in writing by the EMS Agency representative. Failure to adhere to the EMS Agency's requirements may lead to the cancellation of your permit.

For ambulance services in Napa County, it's important to note the distinction in providers. American Medical Response (AMR) Napa holds the exclusive agreement for emergency ambulance services/transportatation, including Advanced Life Support (ALS), within the county. However, for non-emergency, non-transport Basic Life Support (BLS) ambulance stand-by services, event organizers may contract with any of the approved providers on the official list below to meet their event's needs.

| AMBULANCE PROVIDERS | | |
|---|---|---|
| **PROVIDERS** | **AUTHORIZED LEVEL** | **CONTACT NUMBER** |
| American Medical Response Napa | BLS/ALS | (707) 501-5282 |
| America West | BLS | (888) 869-6859 |
| Falcon Critical Care Transport | BLS | (510) 223-1171 |
| LIFEwest Northern California | BLS | (800) 222-8669 |
| Medic Ambulance | BLS | (707) 644-8989 |
| West Coast Medical Transport | BLS | (707) 759-0054 |

| MINIMUM STANDARDS GUIDELINE TABLE (FIXED LOCATION EVENTS) | | | | |
|---|---|---|---|---|
| **TOTAL ATTENDEES** | **9-1-1 ACCESS & AED** | **FIRST AID STATION(S) WITH EMT TRAINED STAFF** | **FIRST AID STATION(S) WITH PHYSICIANS** | **BLS OR ALS AMBULANCE** |
| 50 – 200 | X | Recommended | | |
| 201 – 400 | X | Recommended | | |
| 401 – 1000 | X | X+ | Recommended | |
| 1001 – 3000 | X | X+ | Recommended | ALS (1) |
| 3001 – 5000 | X | Recommended | X++ | ALS (2) |
| 5001 – 10,000 | X | Recommended | X++ | ALS (3) |
| Over 10,000 | X | X+ | X | ALS ( # Varies) |

X *Required*
X+ *Required but may substitute with an additional BLS Ambulance*
X++ *Required but may substitue with an additional ALS Ambulance*

| MINIMUM STANDARDS GUIDELINE TABLE (DYNAMIC EVENTS) | | | | |
|---|---|---|---|---|
| **TOTAL ATTENDEES** | **9-1-1 ACCESS & AED** | **FIRST AID STATION(S) WITH EMT TRAINED STAFF** | **FIRST AID STATION(S) WITH PHYSICIANS** | **BLS OR ALS AMBULANCE** |
| 51 – 250 | X | Recommended | | BLS Recommended |
| 251 – 500 | X | Recommended | | BLS (1) |
| 501 – 1000 | X | X+ | | BLS (1) |
| 1001 – 3000 | X | X+ | Recommended | ALS (1) |
| 3001 – 5000 | X | X+ | Recommended | ALS (2) |
| 5001 – 10,000 | X | X+ | Recommended | ALS (3) |
| Over 10,000 | X | X+ | Recommended | ALS ( # Varies) |

X *Required*
X+ *Required but may substitute with an additional BLS Ambulance*

Permit applications require an event map showing the entire event area and First Aid/Medical Stations. If applicable, include Rest Stops, Safety Check Points, and the Start/Finish Line.

All events must have 911 access and Automated External Defibrillators (AEDs). A Post-Event Report is due to the EMS Agency within one week of the event's end.

## DEFINITIONS

**911 ACCESS & CPR/AED**: Event staff and/or safety personnel have the capability to notify 911 of any emergency, provide CPR, and have access to an Automated External Defibrillator (AED).

**ADVANCED LIFE SUPPORT (ALS) AMBULANCE**: An ambulance staffed by at least one (1) locally accredited paramedic and one (1) EMT. An ALS ambulance may have two (2) locally accredited paramedics. AMR-Napa is the only authorized provider for emergency ambulance services to operate in the county.

**BASIC LIFE SUPPORT (BLS) AMBULANCE**: An ambulance staffed by two (2) EMTs. BLS units are not allowed to transport an ill or injured patient from a venue to a receiving hospital unless directed to do so by a designated and approved Event Physician. BLS units may be utilized for first response or to substitute for a fixed First Aid Station with an EMT.

**CLINIC OR FIRST AID STATION WITH PHYSICIAN (MD/DO)**: A similar facility to the one listed above, but staffed by at least one physician holding a current California MD license. It is preferred that the physician be experienced in emergency medicine and triage of seriously ill or injured patients. The intent of the physician treating patients is to prevent those patients from needing to seek treatment at an emergency department.

**DYNAMIC EVENT**: An athletic competition that spans a wide geographic area, with participants moving along a set course, unlike events confined to a single venue. Examples include marathons, triathlons, or bike races, all of which require intricate planning for safety and logistics across their extensive routes.

**FIRST AID STATION WITH EMERGENCY MEDICAL TECHNICIAN (EMT)**: A fixed or mobile facility, with the ability to provide first aid level care, staffed by at least one EMT. First Aid level of care is defined as treatment of minor medical conditions and injuries by providers that have received training in First Aid. A First Aid Station is a static location, such as a tent, a clinic, or an ambulance. The First Aid Station must have 9-1-1 communication capabilities, staffed by certified EMTs, and have sufficient medical supplies (including an AED).

**FIXED LOCATION EVENT**: A temporary gathering held at a specific, designated physical venue for a set period. Unlike daily operations, these events have a unique purpose, whether it's for entertainment like a concert or music festival, professional sporting event, philanthropy such as a fundraiser, or a celebration like a party.

**SPECIAL EVENTS**: An organized procession or assemblage of more than fifty people on a highway that would significantly affect traffic or create a safety problem. Examples of special events include, but are not limited to, walkathons, runs, marathons, trail rides, bicycle events and races, fairs, celebrations, parades, and other similar activities.

**TEMPORARY EVENTS**: means any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration or competition of creative athletic form, or any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Sections 2, 3 and 4 of Article 1 of the California Constitution, including, but not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site; which is held at any place other than a highway as defined in Section 10.24.010 of this code, a permanent building or installation constructed and primarily used for the purpose of conducting such activity or one similar thereto, property owned or leased by the state of California, or property owned or leased by a public school district for use as a public school site, and to which the public is invited or admitted with or without the payment of an admission charge.

# “E”

# Draft Temporary Event Application Packet

Temporary Event Ordinance Update
Board of Supervisor Hearing – September 23, 2025

# COUNTY OF NAPA
# PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

## TEMPORARY EVENTS LICENSE APPLICATION PACKET

1. Application Checklist
2. Application
3. Defense and Indemnification Statement
4. Request for Fee Waiver Memo, Fee Waiver Request Forms, and Community Feedback
5. Certificate of Insurance Sample (To Be Forthcoming)
6. Temporary Event Categories That Do Not Require a License (To Be Forthcoming)
7. Temporary Event Categories Which Require a License (To Be Forthcoming)
8. Temporary Events Manual
9. Frequently Asked Questions (To Be Forthcoming)
10. Late Application Justification Form

## TEMPORARY EVENTS LICENSE APPLICATION CHECKLIST

____ 1. The application shall be signed by both the applicant or authorized representative and the owner or lessee or authorized representative of the property on which the event is to be held. If the applicant is other than an individual, see the table below for the authorized representative to sign an application and the required information to be attached:

____ 2. A Defense and Indemnification Statement signed by the applicant or authorized representative and property owner or authorized representative (see No. 1 above).

____ 3. A copy of the current Certificate of Insurance (COI) showing general public liability, minimum $2,000,000 individual and $4,000,000 in aggregate, coverage in the amount specified in the Temporary Events Manual and, if applicable, an endorsement for alcohol. If alcohol will not be served, please include a note detailing so on the COI. (*NOTE: Insurance subject to final review by Risk Manager and could result in delay or cancelation of event).*

____ 5. A check payable to the County of Napa for the appropriate fee (please call for current fees) as adopted by the Board of Supervisors and set forth in Section III of the Napa County Policy Manual. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted after the required submittal timeframe of 90 and 120 days prior to the event. Please refer to the Late Application Justification Form.

____ 6. A list of the names, mailing address, and telephone numbers of the event food or goods suppliers. Please include operating permits in submittal. If pumper trucks are being used, please include operating permit for them.

_____ 7. Location maps and floor plans showing where on the property the event will take place. Please include location of all bathrooms (identify which are ADA) and all paths of ingress and egress. Please identify parking and note all ADA compliant parking spaces.

____ 8. Location maps and sample (including dimensions) of any promotional signs.

____ 9. Fee waiver request, if applicable.

—— 10. Late Application Justification, if applicable

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FILE # _____

# NAPA COUNTY
## PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

A Tradition of Stewardship
A Commitment to Service

# APPLICATION FOR A TEMPORARY EVENTS LICENSE

To be completed by Applicant
(Please type or print legibly)

Name of Event: _____ Subsequent Event: ☐ Yes ☐ No

Date(s) of Event: _____ Previous Temporary Event Date(s): _____

Time(s) of Event: _____ Previous License #: _____

Name of Venue: _____ Assessor's Parcel #(s): _____

Event Site Address: _____

Total Persons on Site (include staff): _____

Applicant's or Organization's Name: _____ Contact Person: _____

Business/Residence Address: _____
No. Street City State Zip

Mailing Address: _____
No. Street City State Zip

Telephone #: _____ Fax #: _____ Email Address: _____

Applicant or Authorized Representative: _____

Name (please print): _____

Signature: _____

Title: _____ Date: _____

Applicant's Legal Nature: ☐ Individual ☐ Partnership ☐ LLC ☐ Association
☐ Corporation ☐ Non-Profit, I.D. # _____ ☐ Other _____

Name(s) of Property Owner(s) (or Authorized Representative): _____

Address(es) of Property Owner(s): _____
No. Street City State Zip

Telephone #: _____ Fax #: _____ Email Address: _____

Mailing Address: _____
No. Street City State Zip

I hereby give my unconditional consent for all owners or current lessees for the use of my property for the above event and the right of access to the property involved, as are deemed necessary by the Napa County Planning Division for preparation of reports related to this application.

Signature of Property Owner (authorized representative) _____ Date: _____

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Zoning District: _____ Category of Event: _____ Existing Use Permit(s) #: _____

Fees: $_____ Receipt: #_____ Received by: _____ Date: _____

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NAME OF EVENT SUPERVISOR:

Will the event have any of the following? ☐ Displays, ☐ Demonstrations, ☐ Food tastings, ☐ Beverages sold (offered for sale or given away), ☐ Known person or celebrity appearance, ☐ Sales, book or other signings, ☐ Musical or creative arts presentations.

Please give a detailed description of event: _____

_____

_____

_____

_____

| | | |
|---|---|---|
| Is the event open to the general public and not limited to private invites?<br><br>Yes ☐ No ☐ | Are three (3) event inspection parking sites shown on plans?<br><br>Yes ☐ No ☐<br><br>Fire inspections may be required for Category 5 and 6. | Is the parcel located within the floodplain?<br><br>Yes ☐ No ☐<br><br>If yes, contact the Engineering division prior to 30 days before the event. |

| | |
|---|---|
| Supportive Retail Sales:<br>☐ Yes Type: _____<br>☐ No | Is amplified outdoor music proposed?<br><br>Yes ☐ No ☐<br><br>If yes, the music must end by 10:00pm. |
| Will the event utilize caves at any time during the event?<br>Yes ☐ No ☐<br>Are there any pending Building Permits?<br>Yes ☐ No ☐ If Yes, # _____<br>Will this event require the use of any public roads?<br><br>Yes ☐ No ☐<br>If yes, contact the Public Works department 30 days prior to the event. | Will tents, canopies, pavilions or food booths be used at this event?<br><br>Yes ☐ No ☐<br><br>If yes, contact Napa County Fire Marshal 30 days prior to event for permit requirements.<br>Will stages (over 400sqft.), generators, or tents (over 7500sqft.) be used at this event?<br><br>Yes ☐ No ☐<br><br>If yes, contact the Building division 30 days prior to the event. |

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## TEMPORARY EVENT SUPPLEMENTAL INFORMATION

**1.** Location and number of vehicle parking spaces, method of traffic control.

a) Location(s): ☐ On Site ☐ Off Site

b) Number of Vehicle Parking Spaces: Paved _____ Unpaved _____

c) Number of ADA compliant parking spaces:_____ (Please show on site plan)

d) Method of Traffic Control: ☐ Valet Parking ☐ Staff Volunteers

e) Parking Attendants for traffic control: ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ Specify # _____

f) A plot plan and verbal description of how off-site parking will be arranged (A full traffic control plan may be required for events of category 5 and 6.):

_____

g) A letter of permission from the Property Owner to use the property where the off-site parking will be located has been submitted: ☐ Yes ☐ No ☐ N/A

**2.** If the event is to be held at a winery or other business, will the site open to the public during the event?
Yes ☐ No ☐

**3.** Number of attendees will be controlled by use of: ☐ Number of tickets being sold ☐ Other Talley
If other, please explain: _____

**4.** Drinking Water Supply and Facilities:

☐ Drinking water provided by: _____
☐ Approved on-site system: _____
☐ Public Water System (name): _____
☐ Bottled Water: _____

**5.** Will food be served at the event? ☐ Yes ☐ No If YES, complete the following questions:

a) Is food vendor a non-profit entity or a for-profit entity that receives no monetary benefit beyond recognition for participation in the event?
☐ Yes ☐ No

b) Is event a maximum of one day? ☐ Yes ☐ No

If you answered YES to a) AND b) above, a permit for the temporary food facility IS NOT required from Environmental Health. Facility must operate consistent with "Non-Profit, One-Day Temporary Food Facility Guidelines".

If you answered NO to a) OR b) an application for the temporary food facility must be approved and a permit issued by Environmental Health. Contact Environmental Health at (707) 253-4471 or visit www.countyofnapa.org for an application.

**6.** Sanitation Facilities:

a) The number of permanent toilet facilities _____

b) The number of portable/chemical toilets provided for guest use during this event:_____

_____

**7.** Name of pumping company, permitted under County Code section 5.2.020, providing chemical toilets/pumper truck: ___Provisions for cleanup of trash and recyclables, the premises and removal of recyclables and non- recyclables (If to go containers are provided, they must comply with Compostable Packaging Ordinance.):

a) Number of receptacles to be provided for trash _____

b) Describe the location where these receptacles will be placed _____

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c) Number of clearly labeled receptacles to be provided for recyclables _____
(Recycling receptacles should always be placed next to a trash receptacle and near beverage areas.)

**8.** Medical Facilities and Services (if Emergency Action & Medical Plan is not needed):

| | | |
|---|---|---|
| First Aid kit available | ☐ Yes | ☐ No |
| Staff trained in First Aid available | ☐ Yes | ☐ No |
| Capabilities of contacting 911 in an emergency | ☐ Yes | ☐ No |

**9.** Fire Protection Facilities and Procedures:

| | | |
|---|---|---|
| Fire Extinguishers available | ☐ Yes | ☐ No |
| Staff trained in Fire Procedures | ☐ Yes | ☐ No |

**10.** Building Safety:
Will any part of the event take place in a building(s) that are under construction and/or within a cave(s)?
Yes ☐ No ☐
If yes, please include a floor plan showing the areas of the building(s) and/or cave(s) where the event will take place.

**11.** Security Protection Company hired: ☐ Yes ☐ No
If yes, name of company: _____

**12.** Dust Control: ☐ Yes ☐ No

**13.** Premises Illuminated: ☐ Yes ☐ No

**14.** Will Event take place over night: ☐ Yes ☐ No
a) Arrangements for illuminating the premises have been made: ☐ Yes ☐ No
b) If yes, explain: _____
c) What arrangements for camping or similar facilities are being made:
_____

**15.** Insurance attached ☐ Yes ☐ No
*(NOTE: Insurance subject to final review by Risk Manager and could result in delay or cancelation of event).*

**16.** Defense and Indemnification Statement has been read, signed and attached: ☐ Yes ☐ No

**17.** The post event report needs to be submitted one week after the event. Failure to do so could result in suspension of the event or denial of future applications.
a) Submit confirmation of donation with post event report.

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# DEFENSE AND INDEMNIFICATION STATEMENT

I HEREBY AFFIRM THAT I HAVE READ THE TEMPORARY EVENTS MANUAL AND STATE THAT THE INFORMATION PROVIDED WITH THE APPLICATION IS CORRECT. I AGREE TO COMPLY WITH ALL CONDITIONS ATTACHED TO THIS LICENSE, COUNTY ORDINANCES, AND STATE LAWS RELATED TO CONDUCTING THE ACTIVITIES DESCRIBED IN THE APPLICATION. I AGREE TO DEFEND, INDEMNIFY AND HOLD THE COUNTY OF NAPA AND EACH AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO THE EXTENT SUCH ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS BY ME OR AUTHORIZED PARTICIPANTS OR ATTENDEES AT THE TEMPORARY EVENT.

_____ _____

SIGNATURE OF APPLICANT (or authorized representative) (Required) DATE

_____ _____

SIGNATURE OF PROPERTY OWNER (or authorized representative) (Required) DATE

**PLEASE ATTACH YOUR CERTIFICATE OF INSURANCE TO THIS DOCUMENT**

---

**FOR OFFICE USE ONLY**

DATE SUBMITTED: _____ FILE NUMBER: _____

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# ADJOINING PROPERTY OWNER LIST REQUIREMENTS

All applications shall include a list of the current owners of all the properties whose outer perimeters are within **1000** feet of the property boundary of the project site. The list shall include the property owner's names, their addresses and the assessor's parcel numbers of the property owned.

Preparation, verification and submission of this list of property owners is the responsibility of the applicant. Lists of the property owners appearing on County tax rolls in the form required are available from all local title insurance companies. Each such list must be certified by a title insurance company as reflecting the most recent County tax roll information.

**INSTRUCTIONS TO TITLE COMPANY**

Please prepare the property owners' list as follows:

1. Type the property owners' names, parcel numbers and mailing addresses on an 8½"x11" sheet of Avery #5160 Laser Labels so that this information can be readily used in mailing by Planning, Building, and Environmental Services.

2. Submit a full page copy of the assessors' parcel book page(s) and a copy of the latest equalized assessment roll used to compile the property owners' list. Please indicate the location of all parcels listed, by check mark or colored parcel number circled on the pages.

If you should have any questions, please contact Planning, Building, and Environmental Services at (707)253-4417.

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A Tradition of Stewardship
A Commitment to Service

**Planning, Building & Environmental Services**

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

**Brian D. Bordona**
Director

TO: Temporary Event Applicant

FROM: Riley Hebb, Planner I

DATE: September 9, 2025

RE: Temporary Event Application – Request for Fee Waiver Information

Napa County Policy Manual, Part 3, Section 10.020(a) provides that the County officer or employee responsible for collecting any fee (or on appeal to the County Executive Officer) may waive the fee if certain findings are made.

The four required findings under Section 10.020(a) are as follows (must meet all our findings):

- The applicant is a non-profit organization;
- The waiver of the fee will advance a public policy;
- The waiver of the fee is in the public interest and will promote a public benefit; and,
- A non-profit organization approved for a Fee Waiver shall provide written assurance that a designated percentage of at least 25 of the proceeds of said event will be donated for the public benefit of the citizens of Napa County.

A non-profit organization approved for a Fee Waiver for any Category event, that does or does not require Zoning Administrator approval, shall still pay a minimum processing fee. The fee waiver is for planning fees only and cannot be applied for other divisions' review fees, as set forth by the Napa County Policy Manual. Fee waiver does not waive fees to any additional permits needed (i.e., tent, generator, etc.).

Fees entitled to the fee waiver will be issued in the form of a refund check after the event is over and the county has received the post event report. Please include proof of donation in the post event report, as fee waiver will not be issued without proof of waiver criteria being met.

A fee waiver for a Temporary Event is approved through Napa County Planning, Building, and Environmental Services. Should the application be late, a late fee will be applied. This fee cannot be waived.

Attached is the Fee Waiver Request Form. Please submit it for approval with your Temporary Event Application.

If you have any questions, please feel free to contact me at (707) 299-1334.

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FILE # _____

# NAPA COUNTY
## PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

A Tradition of Stewardship
A Commitment to Service

## FEE WAIVER REQUEST FORM

To be completed by Applicant
(Please type or print legibly)

Applicant Name: _____

Date of Fee Waiver Application: _____

Date(s) of Event: _____

Location of Event: _____

Contact Person: _____ Phone #: _____

Please complete the following questions:

1. Our organization is a qualified non-profit corporation, incorporated pursuant to the Non-Profit Corporation Law.
   - ☐ Yes Tax ID #: _____
   - ☐ No
2. Our organization will advance one or more of the following public policies: (please check at least one box)
   - ☐ Public Education
   - ☐ Public Safety
   - ☐ Social Welfare
   - ☐ Public Health Care
   - ☐ Human Resource Development
   - ☐ Environmental Policy
   - ☐ Other: Public _____
3. Approval of the fee waiver is in the public interest and creates a public benefit for the citizens of Napa County because: (Include to whom 25% of the proceeds will be donated to.)

   _____
   _____
   _____
   _____

   Example: Approval of the fee waiver is in the public interest and creates a public benefit because this event and the dollars raised will allow our chartered school, which is operating under the Napa Valley Unified School District, to continue offering after school programs, music, art and other core subject support and enrichment programs.

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Fee Waiver Approved By: _____ Date of Fee Waiver Approval: _____

Applicant Notified of Approval on: _____ T.E. Application Submitted on: _____

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# Temporary Event Post Event Report

Napa County Planning, Building, & Environmental Services
1195 3rd St, Napa, CA 94559
707-253-4417

| | | | |
|---|---|---|---|
| Applicant: | Date: | | |
| Authorized Representative: | APN #: | | |
| Phone: | Cell: | | |
| Email: | Website: | | |
| Address: | City: | State: | Zip: |
| Event name: | Location: | | |
| Event date(s): | Event time(s): | | |
| Total number of participants: | Free event: ☐ Yes ☐ No | | |
| % of profit donated: | Estimated amount of donation: | | |
| Non-profit name(s): | Non-profit ID #(s): | | |
| From the Applicant's perspective, what was your overall opinion of the event? | | | |
| How did the community benefit from the event? | | | |
| How did other organizations or local businesses benefit from the event? | | | |
| Please describe the work the non-profit (s) do for the public benefit of the citizens of Napa County: | | | |

Signature of applicant _____ Date _____

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# Temporary Event Community Feedback Form

Napa County Planning, Building, and Environmental Services
1195 3rd St, Napa, CA 94559
707-253-4417

| | |
|---|---|
| Event name & APN: | Event date: |
| Please let us know any issues or concerns you experienced with this event: | |
| Please let us know any considerations you would recommend for this event in the future: | |
| Please share any positive experiences you had at the event: | |
| Other general comments: | |
| Name (optional): | |
| Email (optional): | Phone (optional): |

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# Late Application Justification Form

Napa County Planning, Building, and Environmental Services
1195 3rd St, Napa, CA 94559
707-253-4417

Any application received after the deadlines pursuant to NCC Section 5.36.030 is considered a late application. Therefore, please provide a complete justification to one or more of the following questions to determine whether or not this late application may be accepted for processing by the PBES Director:

| Event name & APN: | Event date: |
|---|---|
| | |
| Please let us know how the proposed event is in response to an occurrence whose timing did not reasonably allow you to file a timely application: | |
| Please let us know how the imposition of the time limitations would place an unreasonable restriction on your expressive activity: | |
| Please describe how the nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application: | |
| Applicant Name: | |
| Email: | Phone: |

Signature: _____ Date: _____

When the Director finds one or more of the above conditions to exist, the Director may accept the application and process in accordance with this chapter, unless the application does not meet the criteria set forth in the Temporary Events Manual. Late applications may be subject to a late application fee in addition to any regular fees established by resolution of the Board. ***Applications for Category 4, 5, and 6 events received less than 100 days prior to the event shall not be accepted under any circumstance.***

***TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES***

*Accepted by* _____ *on* _____. *Signature:* _____

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# “F”

# Existing Temporary Event Application Packet and Temporary Event Manual

COUNTY OF NAPA
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

**TEMPORARY EVENTS LICENSE**

**APPLICATION PACKET**

1. Application Checklist
2. Application
3. Defense and Indemnification Statement
4. Request for Fee Waiver Memo and Fee Waiver Request Form
5. Certificate of Insurance Sample
6. Temporary Event Categories That Do Not Require a License
7. Temporary Event Categories Which Require a License
8. Processing Flow-Chart
9. Temporary Events Manual
10. Minimum Standards Table

## TEMPORARY EVENTS LICENSE

## APPLICATION CHECKLIST

___ 1. A completed application. The application shall be signed by both the applicant or authorized representative and the owner or lessee or authorized representative of the property on which the event is to be held. If applicant is other than an individual, see the table below for authorized representative to sign and application and required information to be attached:

___ 2. A Defense and Indemnification Statement signed by the applicant or authorized representative and property owner or authorized representative (see No. 1 above).

___ 3. A copy of a current Certificate of Insurance showing general public liability coverage in the amount specified in the Temporary Events Manual and, if applicable, an endorsement for alcohol. (*NOTE: Insurance subject to final review by Risk Manager and could result in delay or cancelation of event).*

___ 4. A list of all property owners, as shown on the last equalized assessment roll, adjacent to, or situated within 1000 feet of the event site property boundaries, a copy of all assessors' pages used in compiling the property owners list, and one set of mailing labels specifying the parcel number, name, and address of listed property owners. . (Note: This requirement applies only to Category 3, 4,and Subsequent Category 3 & 4 events (over 200 people) and any Subsequent Category 2A or 2B events involving a prior complaint).

___ 5. A check payable to the County of Napa for the appropriate fee (please call for current fees) as adopted by the Board of Supervisors and set forth in Section III of the Napa County Policy Manual. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 60 days prior to the event. No application will be accepted if less than 50 days prior to the event.

___ 6. A list of the names, mailing address, and telephone numbers of the event food or goods suppliers.

____ 7. Location maps and floor plans showing where, on the property, the event will take place.

___ 8. Location maps and sample (including dimensions) of any promotional signs.

___ 9. Fee waiver request, if non-profit.

FILE # _____

# NAPA COUNTY

## PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

A Tradition of Stewardship
A Commitment to Service

## APPLICATION FOR A TEMPORARY EVENTS LICENSE

To be completed by Applicant
(Please type or print legibly)

Name of Event: _____ Subsequent Event: ☐ Yes ☐ No

Date(s) of Event: _____ Previous Temporary Event Date(s):_____

Time(s) of Event: _____ Previous License #:_____

Name of Venue: _____ Assessor's Parcel #(s):_____

Event Site Address: _____

Expected Attendance (per day):_____

Applicant's or Organization's Name: _____ Contact Person: _____

Business/Residence Address: _____
No. Street City State Zip

Mailing Address: _____
No. Street City State Zip

Telephone #: _____ Fax #:_____ Email Address: _____

Applicant or authorized representative: _____

Name (please print): _____

Signature: _____

Title: _____ Date: _____

Applicant's Legal Nature: ☐ Individual ☐ Partnership ☐ LLC ☐ Association
☐ Corporation ☐ Non-Profit, I.D. # _____ ☐ Other_____

Name(s) of Property Owner(s) (or authorized representative): _____

Address (es) of Property Owner(s): _____
No. Street City State Zip

Telephone #: _____ Fax #:_____ Email Address: _____

Mailing Address: _____
No. Street City State Zip

I hereby give my unconditional consent for all owners or current lessees for the use of my property for the above event and the right of access to the property involved, as are deemed necessary by the Napa County Planning Division for preparation of reports related to this application.

Signature of Property Owner (authorized representative) _____ Date: _____

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Zoning District: _____ Category of Event: _____ Existing Use Permit(s) #:_____

Fees: $_____ Receipt: #_____ Received by: _____ Date: _____

**NAME OF EVENT SUPERVISOR:**

Will the event have any of the following? ☐ Displays, ☐ Demonstrations, ☐ Food tastings, ☐ Beverages sold (offered for sale or given away), ☐ Known person or celebrity appearance, ☐ Sales, book or other signings,

☐ Musical or creative arts presentations.

Please give a detailed description of event: _____

_____

_____

_____

_____

| | | |
|---|---|---|
| Date(s): _____ Hours: _____<br>Time of expected Peak Hour: _____ | Maximum Daily Attendance<br>Expected: _____ | Expected Attendance<br>at Peak Hour: _____ |

| | |
|---|---|
| Supportive Retail Sales:<br>☐ Yes Type: _____<br>☐ No | Outdoor Amplified Music Proposed?<br>Yes ☐ No ☐ |
| Will the event utilize caves at any time during the event?<br>Yes ☐ No ☐<br>Are there any pending Building Permits?<br>Yes ☐ No ☐ If Yes, # _____ | Will Tents, Canopies, Pavilions or Food Booths be used at this Event? Yes ☐ No ☐<br>If Yes, contact Napa County Fire Marshal 30 days prior to event for License Requirements. |

Existing Use Permit Number(s) (if applicable): _____

# TEMPORARY EVENT SUPPLEMENTAL INFORMATION

**1. Location and number of vehicle parking spaces, method of traffic control.**

a) Location(s): ☐ On Site ☐ off Site

b) Number of Vehicle Parking Spaces: Paved _____ Unpaved _____

c) Method of Traffic Control: ☐ Valet Parking ☐ Staff Volunteers

d) Parking Attendants for traffic control: ☐1 ☐2 ☐3 ☐4 ☐ Specify # _____

e) A plot plan and verbal description of how off-site parking will be arranged (if applicable):
_____

f) A letter of permission from Property Owner to use the property where the off-site parking will be located has been submitted: ☐ Yes ☐No ☐N/A

**2. If the event is be held at a winery or other business, will the site open to the public during the event?**
Yes ☐ No ☐

**3. Number of attendees will be controlled by use of: ☐ Number of tickets being sold ☐ Other Talley**
If other, please explain: _____

**4. Drinking Water Supply and Facilities:**

☐ Drinking water provided by: _____
☐ Approved on-site system:
☐ Public Water System (name):_____
☐ Bottled Water:

**5. Will food be served at the event?** ☐Yes ☐No If YES, complete the following questions:

a) Will food vendor donate 100% of net proceeds generated from food sales to a legal non-profit?
☐Yes ☐No, if yes, non-profit ID#_____

b) Is event a maximum of one day? ☐Yes ☐No

If you answered YES to a) AND b) above, a permit for the temporary food facility IS NOT required from Environmental Health. Facility must operate consistent with guidelines.

If you answered NO, or any portion of the profit will be kept by the vendor OR the event is more than one day, an application for the temporary food facility must be approved and a permit issued by Environmental Health. Contact Environmental Health at (707) 253-4471 or visit www.countyofnapa.org/DEM for an application.

Contact information for person at event with food safety certificate or safe food handling knowledge:
Name: _____ Phone: _____
Date of Food Safety Certificate, if applicable: _____

Food Preparation and Service (check one):

☐ By a permitted caterer, who will prepare, serve and be responsible for safe food preparation and handling throughout the event.
Name of Caterer_____ Permit ID # of Caterer_____
☐ On-site permitted kitchen_____ Permit ID # of Kitchen_____
Are there additional food vendors ☐Yes ☐No If yes, provide us with a list of their names and Permit #s. Temporary food facility permit may be required, contact Environmental Health.

**6. Sanitation Facilities:**

a) The number of permanent toilet facilities _____ and/or the number of chemical toilets available in the area of the event for guest use?

b) Company providing the chemical toilets: _____
_____

**7. Provisions for cleanup of trash and recyclables, the premises and removal of recyclables and non-recyclables:**

a) Number of receptacles to be provided for trash _____

b) Describe location where these receptacles will be placed _____
_____

c) Number of clearly labeled receptacles to be provided for recyclables _____
(Recycling receptacles should always be placed next to a trash receptacle and near beverage areas.)

**8. Medical Facilities and Services:**

| | | |
|---|---|---|
| First Aid kit available | ☐ Yes | ☐ No |
| Staff trained in First Aid available | ☐ Yes | ☐ No |
| Capabilities of contacting 911 in an emergency | ☐ Yes | ☐ No |

**9. Fire Protection Facilities and Procedures:**

| | | |
|---|---|---|
| Fire Extinguishers available | ☐ Yes | ☐ No |
| Staff trained in Fire Procedures | ☐ Yes | ☐ No |

**10. Building Safety:**

Will any part of the event take place in a building(s) that are under construction and/or within a cave(s)?
Yes ☐ No ☐
If yes, please include a floor plan showing the areas of the building(s) and/or cave(s) where event will take place.

**11. Security Protection Company hired:** ☐ Yes ☐ No
If yes, name of company: _____

**12. Dust Control:** ☐ Yes ☐ No

**13. Premises Illuminated:** ☐ Yes ☐ No

**14. Will Event take place over night:** ☐ Yes ☐ No

a) Arrangements for illuminating the premises have been made: ☐ Yes ☐ No

b) If yes, explain: _____

c) What arrangements for camping or similar facilities are being made:
_____

**15. Insurance attached and approved by Risk Management:** ☐ Yes ☐ No
***(NOTE: Insurance subject to final review by Risk Manager and could result in delay, or cancelation of event).***

**16. Defense and Indemnification Statement has been read, signed and attached:** ☐ Yes ☐ No

# DEFENSE AND INDEMNIFICATION STATEMENT

I HEREBY AFFIRM THAT I HAVE READ THE TEMPORARY EVENTS MANUAL AND STATE THAT THE INFORMATION PROVIDED WITH THE APPLICATION IS CORRECT. I AGREE TO COMPLY WITH ALL CONDITIONS ATTACHED TO THIS LICENSE, COUNTY ORDINANCES AND STATE LAWS RELATED TO CONDUCTING THE ACTIVITIES DESCRIBED IN THE APPLICATION. I AGREE TO DEFEND, INDEMNIFY AND HOLD THE COUNTY OF NAPA AND EACH AND ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, TO THE EXTENT SUCH ARE CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS BY ME OR AUTHORIZED PARTICIPANTS OR ATTENDEES AT THE TEMPORARY EVENT.

_____ _____

SIGNATURE OF APPLICANT (or authorized representative) (Required) DATE

_____ _____

SIGNATURE OF PROPERTY OWNER (or authorized representative) (Required) DATE

## PLEASE ATTACH YOUR CERTIFICATE OF INSURANCE TO THIS DOCUMENT

---

**FOR OFFICE USE ONLY**

DATE SUBMITTED: _____ FILE NUMBER: _____

# ADJOINING PROPERTY OWNER LIST REQUIREMENTS

All applications shall include a list of the current owners of all the properties whose outer perimeters are within **1000** feet of the property boundary of the project site. The list shall include the property owner's names, their addresses and the assessor's parcel numbers of the property owned.

Preparation, verification and submission of this list of property owners is the responsibility of the applicant. Lists of the property owners appearing on County tax rolls in the form required are available from all local title insurance companies. Each such list must be certified by a title insurance company as reflecting the most recent County tax roll information.

## INSTRUCTIONS TO TITLE COMPANY

Please prepare the property owners' list as follows:

1. Type the property owners' names, parcel numbers and mailing addresses on an 8½"x11" sheet of Avery #5160 Laser Labels so that this information can be readily used in mailing by Planning, Building, and Environmental Services.

2. Submit a full page copy of the assessors' parcel book page(s) and a copy of the latest equalized assessment roll used to compile the property owners' list. Please indicate the location of all parcels listed, by check mark or colored parcel number circled on the pages.

If you should have any questions, please contact Planning, Building, and Environmental Services at (707)253-4417.

A Tradition of Stewardship
A Commitment to Service

**Planning, Building & Environmental Services**

1195 Third Street, Suite 210
Napa, CA 94559
www.countyofnapa.org

**Hillary Gitelman**
Director

TO: Temporary Event Applicant

FROM: Terri Abraham, Planner I

DATE: July 13, 2009

RE: Temporary Event Application – Request for Fee Waiver Information

---

Napa County Policy Manual, Part 3, Section 10.020(a) provides that the County officer or employee responsible for collecting any fee (or on appeal to the County Executive Officer) may waive the fee if certain findings are made.

The four required findings under Section 10.020(a) are as follows:

- The applicant is a non-profit organization;
- The waiver of the fee will advance a public policy;
- The waiver of the fee is in the public interest and will promote a public benefit; and,
- A non-profit organization approved for a Fee Waiver shall provide written assurance that a designated percentage of the proceeds of said event will be donated for the public benefit of the citizens of Napa County.

A non-profit organization approved for a Fee Waiver for any Category event shall still pay a minimum processing fee as well as any applicable expedited processing fee set forth in Section III of the Napa County Policy Manual, as may be amended by resolution of the Board of Supervisors.

A fee waiver for a Temporary Event is approved through Napa County Planning, Building, and Environmental Services. After the fee waiver is granted, the applicant must still submit a completed application 60 days prior to the event date. Should the application be late, an expedited processing fee will be applied. The expedited processing fee cannot be waived.

Attached is the Fee Waiver Request Form. Please submit it for approval with your Temporary Event Application.

If you have any questions, please feel free to contact me at (707) 299-1331.

FILE # _____

# NAPA COUNTY
## PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

1195 Third Street, Suite 210, Napa, California, 94559 (707) 253-4417

A Tradition of Stewardship
A Commitment to Service

## FEE WAIVER REQUEST FORM

To be completed by Applicant
(Please type or print legibly)

Applicant Name: _____

Date of Fee Waiver Application: _____

Date(s) of Event: _____

Location of Event: _____

Contact Person: _____ Phone #: _____

Please complete the following questions:

1. Our organization is a qualified non-profit corporation, incorporated pursuant to the Non-Profit Corporation Law.
   - ☐ Yes Tax ID #: _____
   - ☐ No
2. Our organization will advance one or more of the following public policies: (please check at least one box)
   - ☐ Public Education
   - ☐ Public Safety
   - ☐ Social Welfare
   - ☐ Public Health Care
   - ☐ Human Resource Development
   - ☐ Environmental Policy
   - ☐ Other: Public _____
3. Approval of the fee waiver is in the public interest and creates a public benefit because:

   _____

   _____

   _____

   Example: Approval of the fee waiver is in the public interest and creates a public benefit because this event and the dollars raised will allow our chartered school, which is operating under the Napa Valley Unified School District, to continue offering after school programs, music, art and other core subject support and enrichment programs.

4. A non-profit organization applying for a Fee Waiver shall indicate what percentage _____% or dollar amount $_____of the proceeds of this event will be donated for the public benefit of the citizens of Napa County.

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Fee Waiver Approved By: _____ Date of Fee Waiver Approval: _____

Applicant Notified of Approval on: _____ T.E. Application Submitted on: _____

COUNTY *of* NAPA

**NANCY WATT**
***County Executive Officer***

TO: Patricia Hornisher, Planning Department

FROM: Nancy Watt
County Executive Officer

DATE: March 30, 2004

RE: Temporary Event Applications – Certificates of Insurance

---

Attached for your review and information is a sample Certificate of Insurance relating to Temporary Event applications. We need the following information in addition to the highlighted box on the Certificates of Insurance before the County Executive Office can approve the event:

Policy Effective Date
Date of the Event
Name of the Event
County of Napa Named as Additional Insured
$1,000,000 Liquor Liability (if Alcohol is Being Served)

Please provide this information to the applicants before they request a Certificate of Insurance. This will help eliminate the insurance companies from having to issue additional certificates to meet our standards.

Thank you for your help. If you have any questions, please feel free to contact Terri Abraham at 707.299.1331.

Attachment

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/05

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | ADD'L INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|
| A | X | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS MADE [X] OCCUR<br>[X] Liquor Liability ← When liquor liability is applicable<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | 12345678 | 01/19/05 | 01/19/06 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1000000<br>$ 100000<br>$ 10000<br>$ 1000000<br>$ 2000000<br>$ 2000000 |
| | | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS<br>[ ] NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ |
| | | GARAGE LIABILITY<br>[ ] ANY AUTO | | | | AUTO ONLY - EA ACCIDENT<br>OTHER THAN AUTO ONLY: EA ACC<br>AGG | $<br>$<br>$ |
| | | EXCESS/UMBRELLA LIABILITY<br>[ ] OCCUR [ ] CLAIMS MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below | | | | [ ] WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| | | OTHER | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as Additional Insured with respect to **[NAME OF EVENT]** being held on **[DATE OF EVENT]** at **[LOCATION]**

**CERTIFICATE HOLDER**

COUNTY OF NAPA, ITS OFFICERS,
EMPLOYEES, AGENTS & VOLUNTEERS
1195 THIRD STREET, ROOM 210
NAPA, CA 94559

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# TEMPORARY EVENT CATEGORIES THAT DO NOT REQUIRE A LICENSE

| | | |
|---|---|---|
| **CATEGORY 1** | | |
| Attendance (including participants) **50** or fewer persons/day | | Held Between 8:00 AM to Midnight (2:00 AM New Year's Day) |
| No Outdoor Illumination | No Outdoor **Amplified Sound** System | |
| Event no more than **three** consecutive days | Separation of at least **four** days (if a three-day event) or **five** days (if a one- or two-day event) between the event and any other category of event held on the same legal parcel or contiguous legal parcels under the same ownership. | |
| **CATEGORY 1A** | | |
| Fundraiser or Rally for Declared Public Office Candidate held during election period. | | |
| Attendance (including participants) **300** or fewer persons | | Held Between 8:00 AM through Midnight (2:00 AM New Years Day) |
| **One Day** Event | Separation of at least **six** days between the event and any other category of event held on same legal parcel or contiguous (same ownership) parcel. | |
| No more than **two** Category 1A Events during same election period. | | |
| **CATEGORY 1B** | | |
| Event authorized by regulations of zoning district within which the event is to be held or a Use Permit approval, Site Plan approval or issuance of a Certificate of the Extent of Legal Nonconformity has been obtained. | | |
| **CATEGORY 5** | | |
| Event and any related ancillary activities have been authorized by resolution of the Board of Supervisors. | | |
| Event is sponsored by a non-profit corporation which has been in existence for at least 20 years and has provided over fifty million dollars in funding to other non-profit groups or entities providing health care, educational, housing or other charitable services to the needy in the County within that time period.<br>Has regularly conducted similar prior events in the County. | | |

# TEMPORARY EVENT CATEGORIES WHICH REQUIRE A LICENSE

| | |
|---|---|
| **CATEGORY 2A** | |
| Attendance (including participants) **50** or fewer persons/day | Held Between 8:00 AM to Midnight (until 2:00 AM New Year's Day) |
| Meets all Category 1 events requirements except:<br>1) Outdoor amplified sound system will be used; or<br>2) Event will occur on a parcel with a use permit or CLN but the event is not authorized by the use permit or CLN and therefore does not meet the Category 1B event criteria. | |
| Event no more than **three** consecutive days | Separation of at least **four** days (if a three-day event) or **five** days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. |
| No more than **six** Category 2A events/calendar year. | |
| **CATEGORY 2B** | |
| Attendance (including participants) more than **50** but no more than **200** persons/day | Held Between 8:00 AM to Midnight (until 2:00 AM New Year's Day) |
| Event no more than **three** consecutive days | Separation of at least **four** days (if a three-day event) or **five** days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. |
| No more than **six** Category 2B events/calendar year. | |
| **CATEGORY 3** | |
| Attendance (including participants) more than **200** but no more than **400** persons/day | Held Between 8:00 AM to midnight (until 2:00 AM New Year's Day) |
| Event no more than **three** consecutive days | Separation of at least **four** days (if a three-day event) or **five** days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. |
| No more than **six** Category 3 events/calendar year. | |
| **CATEGORY 4** | |
| Attendance (including participants) 4**00** persons or more/day | Held between 8:00 AM to Midnight (until 2:00 AM New Year's Day) |
| Event no more than **three** consecutive days | Separation of at least **four** days (if a three-day event) or **five** days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. |
| No more than **three** Category 4 events/calendar year. | |
| **SUBSEQUENT TEMPORARY EVENTS (AS DEFINED BY THE NAPA CO. CODE §5.36.015(l)) Any category of an event which was licensed within the last 24 months and the applicant, location, type and size of the activity are substantially the same as the previously licensed event.** | |

# TEMPORARY EVENTS LICENSE

# PROCESSING FLOWCHART

**-60 DAYS PRIOR TO EVENT-**

A COMPLETE APPLICATION FILED WITH PBES

REFERRED TO AGENCIES

| | | | | |
|---|---|---|---|---|
| Engineering | PBES Planning and Building Divisions | Environmental Health | Risk Manager | |
| Flood Control District | Fire Department | Sheriff's Office | Emergency Medical Services | |
| California Highway Patrol | Bay Area Air Quality Management District | State Fire Marshall | Department of Fish and Game | Federal Aviation Agency | Adjacent police and fire agencies |

COMMENTS RETURNED TO PBES WITHIN 15 DAYS OF FILING

**Category 2A, 2B, Subsequent 2A and 2B Events that meet the minimum standards in Temporary Events Manual**

Director issues or denies license administratively after evaluating comments from Departments and Standards set forth in Temporary Events Manual.

On the date of the decision

Director sends notice of decision and license to Applicant and notifies all departments.

If notice of appeal is filed within the time period as required by Chapter 2.88. Category 4 procedures will then be used.

**Category 3 Event or 2A, 2B or Subsequent 2A or 2B that do not meet the minimum standards or a Subsequent 2A or 2B Event with prior complaint**

**Subsequent Category 3 or 4 Event with no complaints and no change from prior event**

Director notifies Applicant and Adjacent Property Owners within 300 feet of intent to issue or deny license.

Within 10 calendar days after mailing date

If no written request for hearing is made, and if approved by all departments, the Director issues license and notifies Applicant and departments.

If written request for hearing is made, hearing proceeds as per Category 4 Procedure.

**Category 4 Event**

PBES issues published notice and notifies Applicant and Adjacent Property Owners within 300 feet that a Public hearing will occur before the Zoning Administrator or Board of Supervisors.

On the date of the hearing

Zoning Administrator issues or denies license, or Board directs PBES to issue or deny license and notifies Applicant and departments.

Appeals to the decision of the Zoning Administrator must be made within **5 calendar days** of the decision as required by section 5.36.90. The decision of the Board shall be final and not subject of reconsideration.

# NAPA COUNTY
# PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

1195 THIRD STREET, SUITE 210, NAPA, CALIFORNIA 94559-3092 (707) 253-4417

# Processing an Application for a Temporary Events License

A temporary event is any festival, fair, show, showcase, house or garden design tour, concert, dance, rally, parade, demonstration of competition of creative athletic form to which the public is invited or admitted with or without the payment of an admission charge. Temporary events include, but are not limited to, music, dance, theater, speech, athletics, or any other visual, audio, or tactile arts or combination thereof, including incidental retail sales of the products of such activities, as long as such sales are not advertised off-site. This includes any other gathering or assemblage of individuals for the purpose of observing or engaging in expressive activities within the ambit of the First Amendment of the United States Constitution and Section 2, 3, and 4 of Article 1 of the California Constitution.

A temporary event is held at any place other than a highway (as defined in Section 10.24.010 of the Napa County Code), a permanent building or installation constructed and primarily used for the purpose of conducting public assembly.

All applicants shall be responsible for complying with the provisions contained in the Temporary Events Ordinance located in Chapter 5.36 of the Napa County Code.

A. Application for Temporary Event License.

1. Applications must be submitted for a license to conduct a Category 2A, 2B, 3, or 4, Subsequent Category 2A, 2B, 3, or 4 events. No application is required for a Category 1, 1A, 1B, Subsequent Category 1, 1A or 1B event.
2. The application and information forms require that the applicant provide some basic information as well as a detailed written description of the proposed event. When the application is submitted, a non-refundable, filing fee is collected to cover the costs of processing and analysis time, legal advertising, field investigations and similar matters.
3. One temporary event license application (for a single fee) may include a series of events of the same Category at the same site. However, each event will be evaluated independently for determination of the required separation between events, and the number of events allowed at any given site.
4. If there is a repetition of a licensed temporary event ("subsequent event") within twenty-four months, and the applicant, location, type and size of activity are substantially the same, the applicant must provide a new application along with a current Certificate of Insurance, Defense and Indemnification Statement, and a current set of mailing labels specifying parcel number, name, and address of all property owners, as shown on the last equalized assessment roll, adjacent to, or situated within 1000 feet of the event site property boundaries, a copy of all assessors' pages used in compiling the property owners list. (Note: This requirement applies to Category 3, 4, Subsequent Category 3, 4, and Subsequent Category 2A or 2B events involving a prior complaint.)

B. Review and Report by Agencies.

1. Upon receipt of the completed application and the application fee(s), Planning, Building, and Environmental Services (PBES) shall review the application for compliance with the Minimum Standards Table in this manual.
2. If the application is for a subsequent event, the departments and agencies must also indicate whether impairment of the health or safety of the participants, spectators or neighbors occurred during the previous event, or any unanticipated impairment of traffic flow resulted from that prior event.
3. See Napa County Code Section 5.36.040 for department's investigation and reporting procedures.

4. No temporary event license shall be issued until the certificate of insurance or satisfactory evidence of equivalent security has been filed with the Director.
5. The applicant is responsible for supervising all activities authorized by the temporary event license and for ensuring compliance with all required conditions. The applicant will provide the Director with the name the Event Supervisor who will be responsible for all on-site supervision during all phases of the event.
6. The temporary event license must be displayed in close proximity to the primary entrance to the event site and be available for public inspection at all times.

The following is a list of those public agencies to which temporary event applications will be submitted for comment. The first column lists agencies required to report to the Zoning Administrator whether they believe those standards and requirements in this Manual corresponding to their area of expertise will be met. The second column lists agencies beyond the County's jurisdictional authority that may have an interest in commenting upon the ability of the proposed event to comply with the standards and requirements in this Manual.

| Reference Required. Comments Required: | Reference Required, Comments Solicited: |
|---|---|
| Napa County Engineering (PBES) | California Highway Patrol (CHP) |
| Napa County Flood Control District (FCD) | Bay Area Air Quality Management District (BAAQMD) |
| Napa County Fire Department (FD) | California State Fire Marshall (CSFM) |
| Napa County Planning, Building, and Environmental Services (PBES) | California Department of Fish and Game (DFG) |
| Napa County Sheriff's Office (NCSO) | Federal Aviation Agency (FAA): only if event is within Airport Compatibility (:AC) zone or event will involve the installation and use of anything intruding into the airspace over 200 feet above grade, including but not limited to towers, antennas, rides, balloons, fireworks, and laser beams. |
| Napa County Environmental Health (PBES) | Adjacent police and fire agencies for other counties, cities (AP&F): only if event site is located within one mile of such agencies' boundaries. |
| Napa County Executive Office, Risk Manager (RM) | |
| Napa County Emergency Medical Services Agency (EMS) | |

# Minimum Standards Table

A license for a temporary event as defined in Section 5.36.010 of the Napa County Code shall be approved and issued only if the items identified below as "Requirement" (R) for the applicable category of event appear likely to be met. Such a license may be revoked prior to the event if Requirements are in fact not complied with.

Items identified as "Guidelines" (G) are included for preliminary informational purposes only. In general, these refer to policies and regulations of other governmental agencies which are not directly enforced by the County of Napa. The applicant should contact the listed Reporting/Commenting Agency for details as to such policies or regulations.

"Category" and the corresponding numbers have the same meaning as in the Temporary Events Ordinance (Napa County Code Chapter 5.36).

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| **INSURANCE:** | | | | | |
| Proof of Insurance per County Code §5.36.080 must be met prior to issuance of license or evidence of equivalent security. | R | R | R | R | RM |
| Amount of general public liability coverage required: Minimum $1,000,000 combined single limit. | R | R | R | R | RM |
| Endorsement for alcohol liability of the applicant for property damage and/or injuries, including death, to any persons if the event involves sale or other dispensing of alcoholic beverages for on-site consumption. | R | R | R | R | RM |
| | | | | | |
| **PARKING:** | | | | | |
| Shuttle buses shall be provided for off-site parking lots located more than one-third mile from the event entrance, and shall be confined to travel on state highways, Silverado Trail, county arterial and collector roads. County Code §§18.112.070 and 18.112.080<br>Shuttle buses shall load and unload passengers on each lot if possible, or shall load on a paved shoulder of the right-of-way, and shall not sit idling while waiting for passengers. Shuttle buses shall unload inside the event entrance, and a turnaround area for shuttles shall be located on the event site. County Code §18.104.130(D)(14) | R | R | R | R | PBES, CHP |
| Written consent shall be obtained from the owners of all off-site parking areas which are not also the public parking portions of public roads or highways. | R | R | R | R | PBES |
| All off-site, off-street parking shall comply with the parking standards outlined in County Code §18.104.130. | R | R | R | R | PBES |
| Adequate number of monitors to ensure compliance with no parking along streets posted "No Parking" by the Board of Supervisors and no blockage of driveways or roads; appropriate warning signs; and plans for removal of violators. | | | R | R | CHP, PBES |
| Motor vehicle parking over combustible material, such as dry grass, shall be permitted only with fire hazard mitigation measures, including but not be limited to fire prevention measures; fire reporting procedures; parking area attendants; fire control equipment; parking lot fire apparatus access and emergency egress; wildland exposure | G | R | R | R | FD |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| protection; and mowed to a maximum height of four (4) inches. | | | | | |
| Access driveways to off-site parking lots shall meet a minimum access width of eighteen (18) feet. County Code §18.104.130(D)(12) | | | R | R | PBES |
| Temporary parking for signs and directional signs to off-site parking locations, prepared at the expense of the event sponsor, shall be no larger than 36 inches by 36 inches, and shall be located to safely identify the parking locations. Such signs shall be placed no earlier than the day before the event and shall be removed no later than the day following the event. Such signs shall not be located on trees or utility poles. County Code §18.104.130(D)(5) | R | R | R | R | PBES |
| Reclaimed water shall be applied to each off-site parking location at a minimum of once on the day prior to the event, at least once in the morning and once in the afternoon of each day when vehicles are parked or more often as necessary for dust suppression. County Code §18.104.130(D)(6) | R | R | R | R | PBES |
| Off-site parked vehicles shall be set back by a minimum of 50 feet from residences. Setbacks shall be temporarily fenced or flagged. | R | R | R | R | PBES |
| A minimum of three parking attendants shall be present at each lot used for temporary off-site parking to assist in parking vehicles as long as the parking lot is in use. Attendants shall be trained in enforcement of no smoking and emergency vehicle access requirements, emergency incident reporting and notification procedures, and the use of fire extinguisher. (County Code §18.104.130(D) (18) Security shall be provided at each off-site parking location for as long as parking continues at that lot. County Code §18.104.130(D)(4) | R | R | R | R | PBES |
| **TRAFFIC CONTROL:** | | | | | |
| Any public road closures requested by applicant or required by PW or CHP due to location or size of event shall be approved pursuant to Vehicle Code procedures. (Board of Supervisors action required) | R | R | R | R | PBES, CHP |
| If additional traffic control by CHP requested by applicant or required by CHP, sign reimbursement agreement with CHP. | | G | G | G | CHP |
| Provide monitors to direct traffic at all points of ingress, egress, and forks in private access roads and to turn away vehicles when authorized limit is reached. | | | | G | PBES, CHP |
| Provide a traffic plan to PBES, CHP showing access routes to be used, placement of monitors and signs, parking areas, shuttle routes, and road closures. | | | | G | PBES, CHP |
| Provide identifying signs for pedestrian routes along or adjacent to roadways between off-site parking areas and the event site. Temporary crosswalks shall be designated for pedestrian safety. | | G | G | G | PBES CHP |
| **WATERSHED AND WATERCOURSE PROTECTION:** | | | | | |
| No events shall be held in floodways between November and March. | R | R | R | R | FCD, DFG |
| All grading or clearing of vegetation shall comply with the Conservation Regulations. County Code §18.108.100 | R | R | R | R | PBES, DFG |
| No discharge of hazardous materials to land, air or water in violation of federal or state laws or regulations. | R | R | R | R | PBES |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| | | | | | |
| **AIR QUALITY:** | | | | | |
| Comply with all applicable Bay Area Air Quality Management District Regulations, including but not limited to, control of fugitive dust, gaseous and particulate emissions, excessive motor vehicle idling, open burning, and prohibited equipment. | G | G | G | G | BAAQMD |
| **SIGNAGE:** | | | | | |
| Price of admission signs shall be conspicuously displayed before all event entrances in compliance with County Code §5.04.010. | R | R | R | R | PBES |
| Temporary Events signs and off-site directional signs shall comply with County Code §18.116.030. | R | R | R | R | PBES |
| No signs shall be placed on trees, utility poles, or within any public right-of-way. | R | R | R | R | PBES |
| Temporary parking signs shall be installed no sooner than the day before the event and be removed no later than 5 p.m. after the end of the event. | R | R | R | R | PBES |
| **LEGALITY OF STRUCTURES:** | | | | | |
| Buildings used in the event shall either have been built with a building permit or shall have obtained a temporary or final Certificate of Occupancy or have a Certificate of Legal Nonconforming Use (CLN) issued per County Code §18.132.010. | R | R | R | R | PBES |
| There shall be no overnight stays by public attendees of the event unless such stays are otherwise permitted by zoning regulations or CLN. | R | R | R | R | PBES |
| The event shall not involve use of any structures which have been posted as dangerously substandard for human habitation per County Code §15.36.010. | R | R | R | R | PBES |
| **DISABILITY ACCESS:** | | | | | |
| Provide hearing assisted devices to the hearing-impaired, wheelchair access to the site and site facilities if reasonably available in view of the type of activity and site constraints; if not, document why unreasonable or impossible. | G | G | G | G | See ADA Technical Assistance Manual (CEO) for federal advice, address and phone numbers. |
| **NONDISCRIMINATION:** | | | | | |
| Unless interfering with practice of religion, attendance and facilities at the event should be open to all members of public regardless of race, religion, gender, marital status, disability, or noncontagious medical condition, and age, except if alcohol is served during the event, persons under the age of 18 may be excluded. | G | G | G | G | State Fair Employment and Housing Department |
| **SANITARY FACILITIES & SEWAGE DISPOSAL:** | | | | | |
| Provide reasonably accessible and identified toilets, the number to be determined - by Environmental Health on basis of Portable Sanitation Industry Guidelines on file with PBES | R | R | R | R | PBES |
| Required toilets shall be either permanent facilities approved by Environmental Health or portable toilets serviced by a pumping company licensed under County Code §5.20.020. | R | R | R | R | PBES |
| | | | | | |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| If event site or any off-site parking areas include or are near an existing leachfield, the leachfield shall be fenced or otherwise blocked off from event to avoid soil compaction. | R | R | R | R | PBES |
| **SOLID WASTE DISPOSAL & RECYCLING:** | | | | | |
| Provide a minimum of three trash receptacles for each 100 attendees per day of the event. The receptacles must be serviced accordingly so that trash does not overflow the receptacle. | R | R | R | R | PBES |
| Place trash receptacles through premises with attention to areas of high trash generation and near entrances/exits, and at each off-site parking lot during the use of the lots. | R | R | R | R | PBES |
| Provide a minimum of three well-labeled, visible recycling receptacles per 100 attendees per day for collection of recyclable materials. Labels should clearly indicate what recyclable materials are accepted. Provide lids with restricted openings where possible to decrease contamination with trash. Recycling and trash receptacles should look distinctly different. | R | R | R | R | PBES |
| Recycling receptacles should always be paired with trash receptacles throughout premises and placed at high generation points (beverage bar, kitchen, clearing areas, etc.). The receptacles must be serviced accordingly so that recyclables do not overflow the receptacles. | R | R | R | R | PBES |
| Arrange for collection of all trash receptacles within 48 hours of conclusion of event unless event trash & recyclables will be combined with other regularly scheduled pick-up at the event location. Recyclables may otherwise be taken to a buy-back location for the California Refund Value. | R | R | R | R | PBES |
| Event sponsors should consider various strategies to reduce waste generated at events in order to conserve resources and comply with mandates of the California Integrated Waste Management Act (California Code of Regulations, Title 14). | G | G | G | G | PBES |
| **LIGHTING:** | | | | | |
| Shield all new outdoor lights from adjacent residences, airfields and public roadways. | G | G | G | G | PBES; FAA in :AC districts |
| **FOOD FACILITIES** | | | | | |
| A non-profit charitable temporary food facility must comply with CURFFL Article 13.5. A food permit may be required pursuant to Article 13.5, for additional information on Article 13.5 the applicant shall contact Environmental Health. | R | R | R | R | PBES |
| A for-profit entity, unless restricted by a use permit, that gives or sells food for the benefit of a non-profit entity has no food permit requirements as long as the event is less than 3 days in a 90-day period. | G | G | G | G | PBES |
| A for profit entity that gives or sells food that is NOT for the benefit of a non-profit entity must comply with Article 13. For events 2 days or longer, the applicant must apply for and obtain a temporary event food permit from Environmental Health. | R | R | R | R | PBES |
| **EMERGENCY ACCESS AND REPORTING ON SITE** | | | | | |
| Applicant shall provide a telephone with 911 or a cellular phone with the appropriate 10 digit emergency number (707) 253-0911. | R | R | R | R | FD, NCSO |
| | | | | | |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| Emergency access roads shall meet Napa County Road and Street Standards for and “Agricultural Special Purpose Road” (e.g. one lane road with turnouts). | R | R | | | PBES,, FD |
| Emergency access roads shall meet Napa County Road and Street Standards for a “Type I Common Drive” (e.g. two lane road). | | | R | R | PBES, FD |
| If the event is located in a high fire hazard severity zone, between May and October, a secondary access/egress route shall be provided. | | | | R | PBES, FD |
| Emergency vehicle access to buildings shall not obstructed. | R | R | R | R | FD |
| **SECURITY ARRANGEMENTS:** | | | | | |
| Control site access (e.g., fences, gates at points of easy access) in manner that does not prevent emergency ingress or egress. | | G | G | G | NCSO, FD |
| Display right to evict attendees for behavior causing a public disturbance or safety hazard. | G | G | G | G | NCSO, |
| Impose operational limits on distribution of alcohol to reduce potential for drunk driving by attendees leaving the site (e.g., free soft drinks but no alcohol to designated drivers; no distribution of alcohol two hours prior to end of event; shuttle transit to, from event to places of overnight accommodation. (Refer to “Responsible Hospitality Coalition” Guidelines) | G | G | G | G | NCSO, CHP |
| **FIRE AND LIFE SAFETY PRECAUTIONS:** | | | | | |
| All first aid stations should be clearly identified. | | G | G | G | EMS |
| Meet all applicable state regulations covering fire and life safety. (California Code of Regulations Title 19) | G | G | G | G | CSFM |
| The number and condition of exits from the event assembly area may be considered adequate in existing buildings if they conform to the Building Code standards in place at the time the building was constructed. Buildings and structures, such as caves, that were not constructed under the requirements of a building code shall be the criteria of this manual. (UFC § 1202.1) | R | R | R | R | FD |
| Open fires, smoking and use of spark-scattering equipment outdoors during April through December shall be allowed with a permit as indicated in County Code §8.24.020 and Public Resources Code §4411 (Prohibited Activities). | R | R | R | R | FD |
| Electrical equipment and facilities shall comply with County Code §15.28.010. | R | R | R | R | PBES, FD |
| Exit illumination shall be provided as per the Building Code with automatic back-up in case of power failure. (UFC §1211. 2501.15) | R | R | R | R | FD |
| Buildings and caves used as places of assembly shall have at least two exits. | G | G | G | R | FD |
| Exit doors shall be openable from the inside without the use of a key or any special knowledge or effort, and shall not be bolted, chained, latched, etc. (UFC §1207.3) | R | R | R | R | FD |
| Exit aisles shall be provided from all portions of the event assembly area to an exit with an aisle width of 44 inches (unless a smaller width is otherwise permitted). (UFC §2501.9) | | | R | R | FD |
| Exit obstructions, including storage, shall not be placed in an exit. (UFC § 1203) | R | R | R | R | FD |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| Exit signs shall be installed in the assembly rooms and as otherwise necessary to clearly indicate the direction of egress. (UFC § 1212, 2501.15) | R | R | R | R | FD |
| In areas of assembly without adequate exterior wall openings, such as basements and caves, event personnel with flashlights shall be present at all times and in sufficient numbers to direct people to exits in the event of an emergency or panic. Standby personnel may also be necessary in addition to the above or in other places of assembly when it is essential for public safety. (UFC §2501.19) | R | R | R | R | FD |
| In high fire hazard severity zones from April through December, fire breaks 10 feet wide or twice the height of the surrounding vegetation (whichever is greater) shall exist around event site to protect the surrounding wildland vegetation from fire. | G | R | R | R | FD |
| In high fire risk areas, if event site has no public road frontage, provide non-combustible refuge areas. | R | R | R | R | FD |
| In high fire hazard severity zones, event cancellation procedures in the case of extreme fire-weather conditions (e.g. National Weather Service “Red Flag Warning”). | R | R | R | R | FD |
| Fire extinguishing systems shall be installed inside occupied buildings to the extent required by the Uniform Building Code and at each off-site parking lot. | | R | R | R | PBES, FD |
| Smoke alarms shall be installed inside all buildings used for human occupancy. | R | R | R | R | FD |
| Basements and caves without adequate exterior wall openings shall be constructed of fire-resistive materials and shall not have combustible decorative materials (e.g. Christmas trees) nor storage of any flammable materials (e.g. case goods) unless there is an automatic sprinkler system. (UFC appendix I-A) | R | R | R | R | FD |
| The use of open flames in assembly areas shall be limited to fireplaces and candles securely fastened in places to prevent overturning and located away from occupants. (UFC §2501.18) | R | R | R | R | FD |
| Combustible decorative materials shall be flame resistant. (UFC §2501.5) | R | R | R | R | FD |
| Public fireworks displays shall conform to all requirements of applicable laws and regulations, as contained in the current version of “Fireworks in California,” published by the California State Fire Marshal. | R | R | R | R | FD |
| **WATER SUPPLY:** | | | | | |
| Drinking water supply shall be approved by Environmental Health as meeting the requirements of the California Safe Drinking Water Act or its successors. | R | R | R | R | PBES |
| All cleanup water or other liquid wastes shall be disposed of in a sewage system approved by Environmental Health or in approved leak-proof containers whose contents must then be disposed of in an approved sewage system. | R | R | R | R | PBES |
| Any swimming pools or bathing spas used in the event shall comply with County Code §§15.44.010 and 15.48.020. | R | R | R | R | PBES |

| CONDITION | Applicable Category | | | | Reporting or Commenting Agency |
|---|---|---|---|---|---|
| | 2A | 2B | 3 | 4 | |
| | | | | | |
| **ENVIRONMENTAL SENSITIVITY:** | | | | | |
| Any known habitat of rare or endangered plants located on or near the event site, shall be fenced-off. | R | R | R | R | PBES, DFG |
| No event activities shall occur within any known habitat of rare or endangered animals or block known wildlife migrating paths during known migrating seasons. | R | R | R | R | PBES, DFG |
| Event shall not involve occupation by human beings within an un-reinforced masonry building. | | R | R | R | PBES |
| Event should not take place on or near any known archeological sites unless the sites are protected by barriers. | G | G | G | G | PBES contact with Sonoma St. Univ. suggested for information on suitable site protection techniques |
| **ANIMALS:** | | | | | |
| All animal exhibits must comply with County Code §6.08.140 and 6.08.120 regarding transportation and cage inspections by PBES. | R | R | R | R | PBES |
| Sanitary facilities satisfactory to PBES must be provided for all animals (whether pets or participants) allowed on site during the event, to avoid contamination of groundwater or public-water supply watersheds. | R | R | R | R | PBES |
| **NOISE:** | | | | | |
| Comply with exterior noise standards set forth in County Code §§8.16.060, 8.16.070 and 8.16.080, measured at the property line of the event site or, with the written consent of adjacent landowners, at the outer property line of such landowners' property. | R | R | R | R | PBES |

# Guide to Recycling at Special Events

**Special events provide a great opportunity to recycle. Efforts are appreciated by both your guests and staff.**

**Once you learn the basics, you'll see how EASY it is to recycle at your event!**

## RECYCLING GUIDELINES

### PLAN AHEAD — Include recycling from the start of the event planning process.

1. Check with the facility to **verify existing trash and recycling services**. If these services will not meet your needs, contact your service provider (see reverse) for assistance in selecting appropriate recycling and trash containers for your event. Order extra service at least several weeks in advance.
2. **Advanced notification to vendors** and/or caterers is important. A message with instructions about recycling at the event should be included in your written event communications.
3. **Think about the location of the containers** and who will be using them (public or staff) so you can place them appropriately. There is a variety of equipment available: including carts, bins, and large boxes.
4. **Identify who will be emptying the recycling and trash** containers at the event. Communicate with them to determine what needs to be done from set-up to closing to achieve successful recycling. This is part of planning for the event and should not be done on the day of the event. NRWS/NCRWS offers free recycling trainings for event staff — call for details.

### EVENT SETUP

1. **Always pair recycling containers with trash containers** — neither should EVER be alone, since a lone recycling container will just fill up with trash, and visa versa! Lidded containers with restricted openings work best for recycling since this discourages trash.
2. Recycling and trash containers should be different colors (blue for recycling). If bags are used, **use clear for recycling** and another color for trash for easy identification. **Never use dark bags for recyclables** because recycling facilities consider anything in a dark bag trash.
3. **Proper signage on all containers is Key** (print out sample signs at *www.naparecycling.com*). It should be clear what items can be recycled — use graphics and provide bilingual information whenever possible.
4. Reminders (signs posted at the venue, live stage announcements, messages in event programs or promotional materials) help reinforce the recycling message.
5. Make sure ample recycling **containers are placed near high volume areas**: bars, kitchens, food bussing areas, food stalls, etc.
6. Remind staff and/or volunteers of duties – particularly the cleanup crew. A day of great recycling efforts can be obliterated if the cleanup crew has not been trained. If you are not able to recruit volunteers for cleanup, paying for assistance during this critical time is a worthwhile investment.
7. Make sure trash cans are emptied regularly. If trash cans overflow guests and staff will start using the available recycling containers for trash.

**Each event is different. Use these tips as an outline to begin building a successful recycling program.**

## REASONS TO RECYCLE

- Special events typically produce a lot of waste…which can lead to unexpectedly huge garbage bills. Recycling can save you money — there is always a charge for trash collection, while recycling service is provided free of charge or at a discounted rate.
- State and County policies require recycling at large events.
- Your guests notice and appreciate it — recycling is good public relations!
- By recycling, you save valuable resources, conserve energy and reduce pollution.
- Increasingly, corporations and agencies give preference to "green practices" when shopping for event locations and service providers.

**Success stories:** *The 2010 Earth Day Festival recycled or composted 93% of the event waste and generated only 60 lbs. of garbage.*

*At the Town and County Fair each August, NRWS collects over 75 tons of recyclable and compostable material, ¾ of the total material generated at the event!*

## RESOURCES

**County of Napa Environmental Mgmt:** (707) 253-4471

**City of Napa Recycling Division:** (707) 257-9200

**www.bottlesandcans.com:** Free information and supplies from CalRecycle.

**Purchase your own recycling containers:** Office supply stores carry a wide selection, or check *www.crra.com/vserc/vendors.html* for a list of container vendors.

**Food donations:**
Napa Valley Food Bank — (707) 253-6128 (the Good Samaritan Law protects you by limiting donor liability)

**Buy recycled and compostable products:**
Check your local restaurant supply distributor, the phone book Recycle Guide, *www.naparecycling.com* or other online sources.

**Reduce event waste even more with food composting — NRWS/NCRWS has information on compostable food service products, collection opportunities, and more at *www.naparecycling.com*. Be on the cutting edge and throw a "Zero Waste" event!**

## SERVICE PROVIDERS IN NAPA COUNTY:

- **Napa Recycling & Waste Services/ Napa County Recycling & Waste Services** (NRWS/NCRWS) — Serves the City of Napa and surrounding unincorporated County areas. They provide recycling to all customers (residential and commercial) at no charge. NRWS/NCRWS will provide recycling equipment to large events and will discuss with event planners services available for smaller events. (707) 255-5200 or *www.naparecycling.com*
- **Upper Valley Disposal & Recycling** — Serves Yountville, St. Helena, Calistoga, and portions of unincorporated northern Napa County. Recycling is offered at a reduced rate. (707) 963-7988 or *www.uvds.com*
- **Berryessa Garbage Service** — Services for special events are limited. (707) 226-9543
- **Recology American Canyon** — (707) 552-3110 or *www.recologyamericancanyon.com*

NRWS NCRWS

CITY of NAPA

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Napa County

Responsible Hospitality

Coalition

## RESPONSIBLE BEVERAGE SERVICE GUIDELINES

## POLICIES AND PROCEDURES

Each year in Napa County, there are many fairs, festivals, and other special events. These events are generally intended as fundraisers, promotional opportunities and community celebrations, and alcoholic beverages are served. Napa County is unique because we are fortunate to have world-class wines to serve and sell as part of the events. It's the way of life in Napa County that also brings a responsibility to event planners, volunteers, guests and residents to prevent drinking and driving and other alcohol related problems.

The Napa County Responsible Hospitality Coalition is available to assist any organization in planning an event that is well-organized, successful, and profitable, and at the same time, promotes responsible hospitality. The checklist below is to be used as a guideline for event planning.

For more information or to schedule training, call (707) 259-8691.

### GENERAL

1. Necessary licenses to serve or sell alcoholic beverages must be obtained.

2. Signs required by law are properly posted and visible to guests.

3. Alcoholic beverages will not be promoted in such a manner as to encourage over-consumption.

4. Arrangements are made to have designated drivers or alternative transportation available.

5. Food and non-alcohol beverages are equally promoted and priced to encourage purchase.

6. Signage promotes the concept of responsible hospitality.

7. No alcohol beverages are brought into or allowed outside the event.

8. Event planners, paid staff and volunteers should be familiar with the pertinent Alcohol Beverage Control Laws.

**STAFFING**

1. At least one person, trained in responsible beverage service, will be present for the duration of the event to assist servers and monitor the event.

2. At least one person, present for the duration of the event, will be designated to assist with arrangements of alternative transportation for alcohol-impaired individuals, if requested by staff or event participants.

3. Staff and servers will be easily identified by means of hats, badges, etc.

4. A clear chain of command is established for emergencies and problems.

5. Servers are trained in responsible beverage service and/or required to sign a policy statement.

6. Alcohol beverages are served by designated servers only.

7. Staff is consulted after the event to identify problems and make recommendations to improve the next event.

**SERVICE TO MINORS**

1. A policy should be in place specifying which individuals shall have their identification checked (i.e., anyone appearing under the age of 30 shall be required to show I.D.)

2. Those checking identification are provided with proper tools, including a stamp, bracelet, or some other identifier to allow for greater control.

**FOOD AND BEVERAGE SERVICE**

1. Admission fees which entitle guests to alcoholic beverages should also entitle guests to food and non-alcoholic beverages.

2. Where appropriate, food should be promoted and made available for the duration of any event where alcohol beverages are sold or served.

3. Non-alcohol beverages should be promoted and made available for the duration of any event.

4. At events of three hours or longer, alcoholic beverage service should be stopped one hour before the end of the event.

5. Alcohol and non-alcohol beverages should be served in distinctly different containers.

6. A standard drink is a 12-ounce beer, a 4-ounce glass of wine or 1-1/4 ounces of distilled spirits. Serving practices should reflect this equivalency. (Beer cup size will not exceed 14-ounces.)

7. At wine tastings, servings should be no greater than 1 – 1/2 ounces.

8. Alcohol beverage sales/service should be limited to two) drinks per person at each visit to the point of service.

9. Non-alcohol beer and wines should not be sold or served to minors.

10. Servers should be alert to one person passing a drink to another person to make certain that the other individual is neither underage nor obviously intoxicated.

11. If an intervention is made, the incident should be documented in writing.

**SUMMARY OF PERTINENT CALIFORNIA STATE LAWS**

1. It is illegal to give, serve, or sell alcoholic beverages to any person under the age of 21. This law also applies to parents and other family members of minors.

2. Identification as evidence of age must be issued by a government agency (state or federal). Documents altered in any way are unacceptable.

3. It is illegal to serve or sell alcoholic beverages to an obviously intoxicated person.

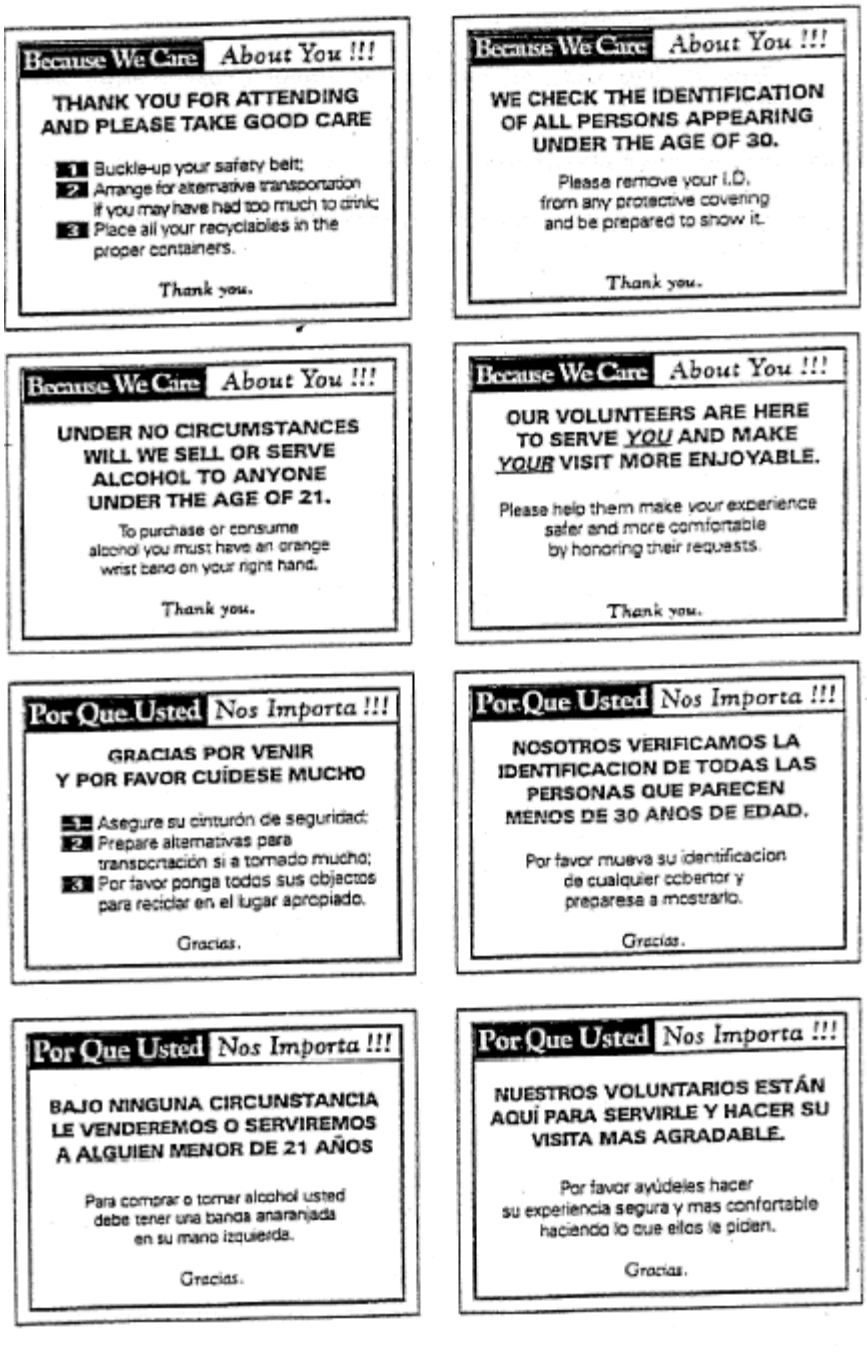
4. It is illegal to be intoxicated in public.

5. It is illegal to drive under the influence of alcohol or with a blood alcohol level of .08% or higher. Dangerous operation of a motor vehicle with any blood alcohol content could be considered illegal.

6. One-day licensed alcohol servers/sellers must be 21 years of age or older.

7. Beverage servers/sellers have the right to refuse service/sale to anyone who appears to be intoxicated or under the age of 21.

# Sample signage for your special event



# “G”

# Temporary Event Ordinance Update Event Categories and Proposed Amendment Table

**TEMPORARY EVENT ORDINANCE UPDATE**
**EVENT CATEGORIES & PROPOSED AMENDMENTS**

| | | |
|---|---|---|
| **Category 1** | | |
| Attendance (including participants) 50 or fewer persons/day. | Held Between 8:00 AM to Midnight (2:00 AM New Year's Day). | Event no more than three consecutive days. |
| No Outdoor Illumination. | No Outdoor Amplified Sound System. | Separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other category of event held on the same legal parcel or contiguous legal parcels under the same ownership. |
| No application required. | | |
| **Proposed Change** | | |
| No changes proposed. | | |
| **Category 1A** | | |
| Fundraiser or Rally for Declared Public Office Candidate held during election period. | Attendance (including participants) 300 or fewer persons. | Held Between 8:00 AM through Midnight (2:00 AM New Years Day). |
| One Day Event. | Separation of at least six days between the event and any other category of event held on same legal parcel or contiguous (same ownership) parcel. | No more than two Category 1A Events during same election period. |
| No application required. | | |
| **Proposed Change** | | |
| No changes proposed. | | |
| **Category 1B** | | |
| Event authorized by regulations of zoning district within which the event is to be held or a Use Permit approval, Site Plan approval or issuance of a Certificate of the Extent of Legal Nonconformity (CLN) has been obtained. | | No application required. |
| **Proposed Change** | | |
| No Changes proposed. | | |

| **Category 2A** | | |
|---|---|---|
| Attendance (including participants) 50 or fewer persons/day. | No more than six Category 2A events/calendar year. | Held Between 8:00 AM to Midnight (until 2:00 AM New Year's Day). |
| Meets all Category 1 events requirements except:<br>1) Outdoor amplified sound system will be used; or<br>2) Event will occur on a parcel with a use permit or CLN but the event is not authorized by the use permit or CLN and therefore does not meet the Category 1B event criteria. | Event no more than three consecutive days. | Separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. |

An application for a license to conduct a Category 2A event shall be submitted to the department **sixty days or more prior to the event**. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 60 days prior to the event. No application will be accepted if less than 50 days prior to the event.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within fifteen days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

**Proposed Change**

An application for a license to conduct a Category 2A event shall be submitted to the department **ninety (90) calendar days** or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 90 days prior to the event. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;
b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or
c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within thirty (30) calendar days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

## Category 2B

| | | |
|---|---|---|
| Attendance (including participants) more than 50 but no more than 200 persons/day. | Held Between 8:00 AM to Midnight (until 2:00 AM New Year's Day). | Event no more than three consecutive days. |
| Separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. | | No more than six Category 2B events/calendar year. |

An application for a license to conduct a Category 2A event shall be submitted to the department **sixty days or more prior to the event**. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 60 days prior to the event. No application will be accepted if less than 50 days prior to the event.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within fifteen days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

### Proposed Change

An application for a license to conduct a Category 2B event shall be submitted to the department **ninety (90) calendar days** or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 90 days prior to the event. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;
b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or
c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within thirty (30) calendar days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

## Category 3

| | | |
|---|---|---|
| Attendance (including participants) more than 200 but no more than 400 persons/day. | Held Between 8:00 AM to midnight (until 2:00 AM New Year's Day). | Event no more than three consecutive days |
| Separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership. | | No more than six Category 3 events/calendar year. |

An application for a license to conduct a Category 3 event shall be submitted to the department **sixty days or more prior to the event.** A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 60 days prior to the event. No application will be accepted if less than 50 days prior to the event.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within fifteen days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

Published notice with issuance or denial determination & upon written request, public hearing before Zoning Administrator.

### Proposed Change

An application for a license to conduct a Category 3 event shall be submitted to the department **ninety (90) calendar days** or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 90 days prior to the event. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;
b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or
c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within thirty (30) calendar days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

<table>
<tr><th colspan="3">Category 4</th></tr>
<tr><td>Attendance (including participants) 401 persons or more/day.</td><td>Held between 8:00 AM to Midnight (until 2:00 AM New Year's Day).</td><td>Event no more than three consecutive days.</td></tr>
<tr><td colspan="2">Separation of at least four days (if a three-day event) or five days (if a one- or two-day event) between the event and any other Category 1, 2, 3 or 4 event held on the same legal parcel or contiguous legal parcels under the same ownership.</td><td>No more than three Category 4 events/calendar year.</td></tr>
<tr><td colspan="3">An application for a license to conduct a Category 4 event shall be submitted to the department sixty days or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 60 days prior to the event. No application will be accepted if less than 50 days prior to the event.<br><br>The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within fifteen days shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.<br><br>Published notice with issuance or denial determination & public hearing before Zoning Administrator.</td></tr>
<tr><th colspan="3">Proposed Change</th></tr>
<tr><td colspan="3">Revised attendance requirement – Attendance (including participants) 401 persons or more/day to 401 persons or more/day but no more than 750 persons more/day.<br><br>An application for a license to conduct a Category 4 event shall be submitted to the department one hundred and twenty (120) calendar days or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 120 days prior to the event. The Director shall not accept late applications unless the Director finds that:<br><br>a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;<br>b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or<br>c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.<br><br>Applications for Category 4 events received less than 100 days prior to the event shall not be accepted for filing or further processing under any circumstance.<br><br>The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and within forty five (45) calendar days shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.<br><br>Published notice with issuance or denial determination & upon request, public hearing before Zoning Administrator.</td></tr>
</table>

| **Category 5** | | |
|---|---|---|
| Event and any related ancillary activities have been authorized by resolution of the Board of Supervisors. | Event is sponsored by a non-profit corporation which has been in existence for at least 20 years and has provided over fifty million dollars in funding to other non-profit groups or entities providing health care, educational, housing or other charitable services to the needy in the County within that time period. | Has regularly conducted similar prior events in the County. |
| An application for authorization from the board to conduct a Category 5 event shall be made in writing on a form approved by the department and shall be submitted to the clerk of the board. The clerk of the board shall schedule an application for a Category 5 event to be reviewed and considered by the board. | | |
| **Proposed Change** | | |
| Revised category definition:<br>1. Will be attended by **more than seven hundred and fifty persons per day**;<br>2. Is proposed for no more than three consecutive days per event, with a separation of at least four days (if a three-day event) and five days (if a one- or two-day event) between the event and any other category of event; and<br>3. Will result in **no more than one Category 5 event per calendar year occurring on the same parcel.**<br><br>An application for a license to conduct a Category 5 event shall be submitted to the department **one hundred and twenty (120) calendar days** or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 120 days prior to the event. The Director shall not accept late applications unless the Director finds that:<br><br>a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;<br>b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or<br>c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.<br><br>Applications for Category 5 events received less than 100 days prior to the event shall not be accepted for filing or further processing under any circumstance.<br><br>The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within forty five days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.<br><br>Published notice with issuance or denial determination & upon request, public hearing before Zoning Administrator. | | |

## Proposed New Category – Category 6

Category 6. An event which complies with the following:
1. Is proposed as an **Event Series**, which will occur over a 30 day period in the same calendar year; and
2. Will result in no more than one Category 6 event per calendar year occurring on the same parcels by the same event organizer.

"Event Series" means a group of related temporary events held under a unified theme or by one organizer, occurring on multiple dates and/or multiple parcels, within a defined time period not to exceed 30 days in the same calendar year, and operating under a single event application and approval.

An application for a license to conduct a Category 6 event shall be submitted to the department **one hundred and twenty (120) calendar days** or more prior to the event. A late fee, as adopted by the Board and set forth in Section III of the Napa County Policy Manual, will be assessed if the application is submitted less than 120 days prior to the event. The Director shall not accept late applications unless the Director finds that:

a. The proposed event is in response to an occurrence whose timing did not reasonably allow the applicant to file a timely application;
b. The imposition of the time limitations would place an unreasonable restriction on the expressive activity of the applicant; or
c. The nature of the proposed event is one that may reasonably be accommodated without undue or adverse impacts to County staffs' ability to process such an application.

Applications for Category 6 events received less than 100 days prior to the event shall not be accepted for filing or further processing under any circumstance.

The departments and agencies specified in the manual shall review the application for compliance with the standards in the manual and **within forty five days** shall report back to the Director in writing specifying on the basis of their respective expertise whether the proposed event meets the standards and, if not, what changes can be made to the event to ensure such compliance.

Published notice with issuance or denial determination & upon request, public hearing before Zoning Administrator.

## Subsequent Events

A category 2A, 2B, or 3 event for which the applicant, location, type and size of activity are substantially the same as an event of the same category licensed or otherwise authorized under this chapter which occurred no more than twenty-four months earlier. Subsequent events are not applicable to Category 4, 5, or 6 events.

Applications shall be submitted to the department **ninety (90) calendar days or more prior to the event.**

Action and Notice on an Application for a Subsequent Category 2A, 2B, or 3 Event Involving a Prior Complaint. If the application is for a Subsequent Category 2A, 2B, or 3 event and the Department has received a complaint involving any event occurring on the same parcel within the past twelve months, the application shall be processed in accordance with the procedures set forth for a requested hearing for a Category 4, 5, or 6 event and thereafter the license shall be approved or denied by the Zoning Administrator. The Zoning Administrator or board shall determine during the public hearing if Subsequent Category 2A, 2B, or 3 events shall also require a public hearing. The Director or Zoning Administrator may deny any Subsequent Category 2A, 2B or 3 Event if the applicant has prior complaints or documented violations.

# “H”

# Public Comments

**From:** Gallina, Charlene
**To:** ruralangwin
**Subject:** RE: Napa County Temporary Event Ordinance Update
**Date:** Thursday, August 7, 2025 7:12:00 PM
**Attachments:** image001.png
image002.png

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Hello Kellie,

Thanks for your feedback. Please note that we are in the process of developing a table summarizing the proposed Temporary Event Categories and will have it available in time for the Workshop on Tuesday, as well as a PowerPoint Presentation. These documents will definitely be posted for all to review.

Best Regards,

A Tradition of Stewardship
A Commitment to Service

**Charlene Gallina**
Supervising Planner
Planning, Building, & Environmental Services
Napa County

**Phone:** 707 299-1355

1195 Third Street, Suite 210
Napa, CA 94559

www.countyofnapa.org

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**From:** ruralangwin <kelliegato@gmail.com>
**Sent:** Wednesday, August 6, 2025 5:28 PM
**To:** MeetingClerk <MeetingClerk@countyofnapa.org>
**Cc:** Gallina, Charlene <Charlene.Gallina@countyofnapa.org>
**Subject:** Re: Napa County Temporary Event Ordinance Update

[External Email - Use Caution]

It would be super nice if there was a brief-few word description of what the event categories are.

Kellie

On Wed, Aug 6, 2025 at 4:39 PM MeetingClerk <MeetingClerk@countyofnapa.org> wrote:

> *NAPA COUNTY TO HOLD A COMMUNITY OUTREACH MEETING ON THE*

A Tradition of Stewardship
A Commitment to Service

**Napa County – Meeting Clerk – AQ**
**Planning, Building, & Environmental Services**
**Napa County**

**Phone: (707) 253-4417**
**Email:** meetingclerk@countyofnapa.org

**1195 Third Street, Suite 210**
**Napa, CA 94559**

**www.countyofnapa.org**

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1614

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Public Works Director

**REPORT BY:** Danielle Goshert, County Surveyor

**SUBJECT:** Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road from the St. Helena city limit to just south of Sulman Lane

## RECOMMENDATION

Adopt a Resolution to abandon an approximate 2.5-mile portion of Old Howell Mountain Road, while retaining a right of way for a public trail and County services; and approve and authorize Management Agreement No. 8700 with Napa County Regional Park and Open Space District to operate the retained public trail easement. (No Fiscal Impact)

(CONTINUED FROM AUGUST 19, 2025)

## BACKGROUND

The subject resolution affects an approximate 2.5-mile portion of Old Howell Mountain Road, being a 66-foot-wide right-of way easement that was accepted as a public road by the County on August 7, 1867. This portion has been closed since damage was incurred during the storms of 2017 and 2023. The abandonment spans the length from the St. Helena city limit at the south end to a location just south of the intersection with Sulman Lane as shown on the exhibit included in the attached resolution. A Resolution of Intent to Abandon was adopted by the Board on July 22, 2025, which set the August 19,2025 hearing, which was subsequently continued to today.

The portion to be abandoned includes electric transmission poles and lines near the northern terminus, therefore in conformance with Streets and Highways Code Section 8340(c), a utility easement is reserved for these in-place public utility facilities. Access to adjoining parcels is not compromised by this abandonment as there are no existing access connections to Old Howell Mountain Road along this segment. Additionally, an easement is reserved for ingress and egress for all Federal, State, and County officials and employees engaged in the performance of their official duties including, but not limited to, maintaining public safety and responding to

emergencies. As such, the alignment can be maintained and improved (as funds allow) for such things as access by the Fire Department or use as an evacuation route. However, it should be noted that the current condition of the alignment does make those uses more challenging at this moment and this action does not provide any specific improvement funding.

The Board previously indicated a desire to proceed with abandonment that includes the reservation of a trail easement to utilize the route as a bike/pedestrian facility if an appropriate partner could be found. Such reservation is allowed per Streets and Highways Code Section 8340(d), and the Napa County Regional Park and Open Space District (NCRPOSD) is ready and willing to take responsibility for developing and maintaining the trail. Parks and Public Works will work together to establish parking regulations for a small parking area at the north end of the trail. No parking is intended at the south end as the alignment ends at the St. Helena city line. An agreement with NCRPOSD is presented concurrently with this item and incorporates a revision and extension of existing County agreements for management of various existing trails to include Oat Hill Mine Trail, the Napa River and Bay Trail, and Old Howell Mountain Trail, if so abandoned and approved. The agreement was approved by the Parks Board on August 11, 2025.

The requested action, if approved, will result in abandonment of this portion of the public right of way for public motorized travel and will retain a utilities easement for in-place PG&E facilities and an easement for ingress and egress for Federal, State, and County officials and employees engaged in the performance of their official duties. It will also retain a public trail easement for continued bike/pedestrian access over this route, to be managed by the Napa County Regional Park and Open Space District under the proposed management agreement to facilitate protection of open space and natural resources while providing public outdoor recreational opportunities.

Procedural Requirements:

1. Open Public Hearing
2. Staff Report
3. Public Comment
4. Close Public Hearing
5. Motion, second, discussion, and vote on the item

Recommended Actions:

Conduct a public hearing to consider abandonment of Old Howell Mountain Road, adopt a Resolution abandoning Old Howell Mountain Road which reserves easements for in-place public utility facilities, a trail, and government employees exercising their official duties; and Approve and Authorize Agreement No. A-8700 with Napa County Regional Park and Open Space District for trail maintenance.

## FISCAL & STRATEGIC PLAN IMPACT

Is there a Fiscal Impact? No

| | |
|---|---|
| Is it Mandatory or Discretionary? | Discretionary |
| Discretionary Justification: | The "road" is comprehensively damaged from various landslides, making it impossible to use without the investment of an estimated $10M. However, the route is beautiful and has great utility as a bike and pedestrian trail. |
| Future fiscal impact: | The Napa County Regional Park and Open Space District has agreed to operate the route within their existing budget, though the County could be responsible for repairs if a major landslide were to occur in the future. |
| Consequences if not approved: | Residents would not have the benefit of using this amenity. |

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: It can be seen with certainty that there is no possibility the proposed action may have a significant effect on the environment and therefore CEQA is not applicable. [See Guidelines for the Implementation of the California Environmental Quality Act, 14 CCR 15061(b)(3)]. The proposed action involves abandonment of 2.5 miles of OHMR that has no potential to result in a change to the environment and therefore is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable. Further, it has been determined that this type of project does not have a significant effect on the environment and is exempt from the California Environmental Quality Act. [See Class 1 ("Existing Facilities") which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]

RECORDED AT THE REQUEST OF
AND WHEN RECORDED RETURN TO:

Clerk of the Board of Supervisors
1195 Third St., Room 310
Napa, CA. 94559

Transfer Tax Not Applicable: RTC 11911
Exempt from Recording Fees: GOV 27383, SHC 8325

**RESOLUTION NO._____**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS, STATE OF CALIFORNIA, ABANDONING A PORTION OF A PUBLIC ROAD (OLD HOWELL MOUNTAIN ROAD)**

**WHEREAS**, Old Howell Mountain Road (formerly South Howell Mountain Road) was described in that certain Road Petition No. 56A on file in the office of the Clerk of the Board; and

**WHEREAS**, a portion of the 66-foot wide right-of-way described in said Road Petition No. 56A is not necessary for a public roadway because it is no longer needed for vehicular access; and

**WHEREAS**, vacation of this right-of-way will not cut off access to the property of any person; and

**WHEREAS**, the Director of Conservation, Planning and Development has determined the abandonment of this right-of-way to be in conformity with the adopted Napa County General Plan; and

**WHEREAS,** on July 22, 2025, the Napa County Board of Supervisors adopted a resolution declaring the Board's intention to abandon the right-of-way and set a public hearing on the matter for August 19, 2025, at the hour of 9:00AM, or at such time thereafter as reasonably possible and such hearing was continued to September 23, 2025, at the hour of 9:00AM; and

**WHEREAS**, based upon the foregoing recitals the Napa County Board of Supervisors believes that the above-referenced right-of-way should be abandoned as a public road;

**NOW, THEREFORE, BE IT RESOLVED** by the Napa County Board of Supervisors, State of California as follows:

1. Based upon the evidence submitted and after conducting a duly noticed public hearing on the matter, the Board hereby determines that this excess right-of-way, being a portion of Old Howell Mountain Road, as described in Exhibit A and

depicted on Exhibit A-1 attached and incorporated here by reference, is unnecessary for present or prospective public use;

2. The Board hereby abandons this excess right-of-way as a public road and highway pursuant to Section 8324 of the Streets and Highways Code;

3. The abandonment is conditioned upon the reservation of an easement for in-place public utility facilities as provided by Streets and Highways Code Section 8340(c) and a non-motorized (nonvehicular per 8340(d)) trail easement retained for future incorporation into a trail system when and if appropriate as provided by Streets and Highways Code Section 8340(d).

4. The abandonment is further conditioned upon the reservation of an easement for ingress and egress for all Federal, State, and County officials and employees engaged in the performance of their official duties including, but not limited to, maintaining public safety and responding to emergencies.

5. In accordance with Section 8325 of the Streets and Highways Code, the Clerk of the Board of Supervisors is hereby directed to cause a certified copy of this Resolution, attested by the Clerk under seal, to be recorded in the Office of the Napa County Recorder and from and after the date of such recordation the described road segment shall no longer constitute a public road or highway.

**[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]**

**THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED** by the Napa County Board of Supervisors, State of California, at a regular meeting of the Board held on the _____ day of_____, 20__, by the following vote:

AYES: SUPERVISORS _____

_____

NOES: SUPERVISORS _____

ABSTAIN: SUPERVISORS _____

ABSENT: SUPERVISORS _____

NAPA COUNTY, a political subdivision of the State of California

By:_____
Anne Cottrell, Chair of the
Board of Supervisors

| APPROVED AS TO FORM<br>Office of County Counsel | APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors |
|---|---|---|
| By: *Ryan FitzGerald* (e-sign)<br>Deputy County Counsel<br><br>Date: September 2, 2025 | Date: _____<br>Processed By:<br><br>_____<br>Deputy Clerk of the Board | By:_____ |

**EXHIBIT "A"**
**Legal Description**

All that portion of Old Howell Mountain Road, situated in the County of Napa, State of California, being a 66-foot-wide strip of land, the center of which is defined by the occupational centerline of its present location, lying northerly of the City of St. Helena city limit line and southerly of its intersection with Sulman Lane and depicted on the "Plat of Proposed Abandonment" attached hereto and made a part hereof as Exhibit "A-1".

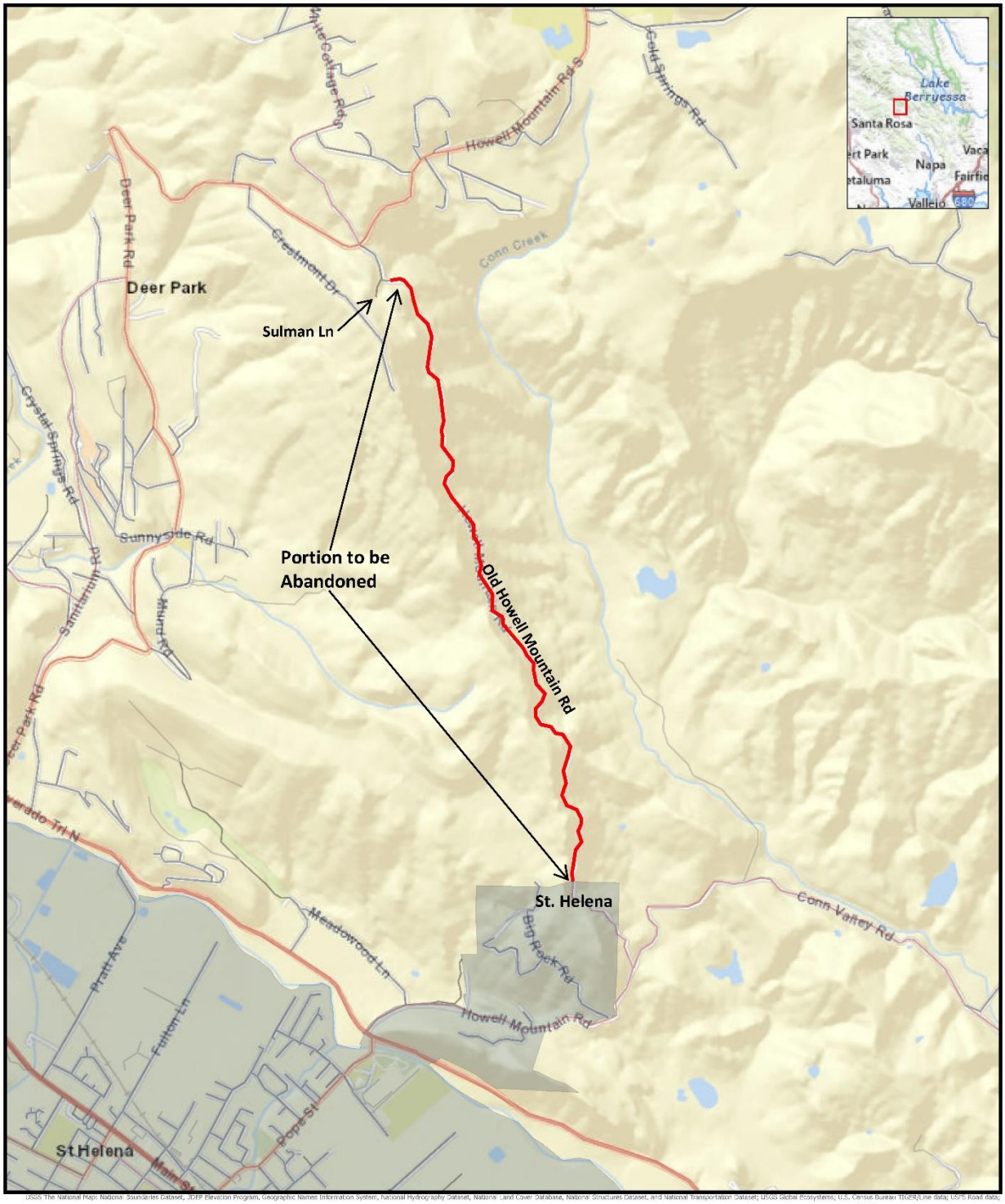



Exhibit 'A-1'

Plat of Proposed Abandonment

0 2.25 4.5 9 mi

*Disclaimer: This map was prepared for informational purposes only. No liability is assumed for the accuracy of the data delineated hereon.*

NAPA COUNTY AGREEMENT NO. 25____

NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
AGREEMENT NO. 25-17

# MANAGEMENT AGREEMENT

**THIS AGREEMENT** is made and entered into as of this ___ day of _____, 2025, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California, hereinafter referred to as "DISTRICT".

## RECITALS

**WHEREAS,** COUNTY is the owner of certain real property, rights-of-way, and/or easements upon which it desires to provide public access for park, trail, and open space purposes; and

**WHEREAS,** DISTRICT is a special district of the State of California, organized under section 5500 et seq of the California Public Resources Code for the purpose of protecting open space and natural resources and providing public outdoor recreational opportunities; and

**WHEREAS**, pursuant to NAPA COUNTY Grant Agreement No. A-180086B COUNTY annually grants to DISTRICT 80% of COUNTY's Community Investment Fund to be used for parks and open space operations and planning; and

**WHEREAS**, pursuant to NAPA COUNTY Agreement No. 6781 COUNTY provides DISTRICT with certain administrative, planning, accounting, auditing, legal, treasury and other support services, as authorized by Public Resources Code section 5538.4, for which DISTRICT quarterly reimburses COUNTY its full cost; and

**WHEREAS**, DISTRICT has managed the public recreational use of COUNTY's Oat Hill Mine Trail since April 2007 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A, Addendum 1; and

**WHEREAS**, DISTRICT has managed the public recreational use of the Napa River and Bay Trail on a portion of COUNTY's Soscol Ferry Road since April 2010 consistent with the terms of COUNTY Agreement No. 6782 Exhibit A Addendum 2; and

**WHEREAS**, COUNTY and DISTRICT mutually desire to revise and extend those management agreements by and between themselves previously in effect regarding the Oat Hill Mine Trail and the Napa River and Bay Trail; and

**WHEREAS**, COUNTY and DISTRICT mutually desire to expand the scope of their management agreements for park, trail, and open space purposes to include those other real properties, rights-of-way, and/or easements incorporated herein.

## TERMS

**NOW, THEREFORE**, COUNTY and DISTRICT agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall continue as long as COUNTY Grant Agreement No. A-180086B, or any successor agreement with substantively similar terms, remains in effect, unless terminated earlier in accordance with Paragraphs 7 (Termination for Cause) or 8 (Termination for Convenience); except that the obligations of the parties under Paragraphs 5 (Insurance) and 6 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of DISTRICT to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraph 13 (Access to Records/Retention).

2. **Scope of Management.** COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational uses those facilities as described more fully in Exhibit "A", attached hereto and incorporated by reference herein.

3. **California Environmental Quality Act (CEQA) Compliance.** DISTRICT shall be CEQA lead agency for any activity undertaken by DISTRICT or on DISTRICT's behalf pursuant to this Agreement.

4. **Independent Contractor.** DISTRICT shall perform this Agreement as an independent contractor. Excepting those COUNTY employees contracted to DISTRICT by COUNTY pursuant to NAPA COUNTY Agreement No. 6781, DISTRICT and the officers, agents and employees of DISTRICT are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. DISTRICT shall, at DISTRICT's own risk and expense, determine the method and manner by which duties imposed on DISTRICT by this Agreement shall be performed.

5. **Insurance.** COUNTY and DISTRICT shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverages:

(a) Workers' Compensation insurance (DISTRICT). To the extent required by law during the term of this Agreement, DISTRICT shall provide workers' compensation insurance for the performance of any of DISTRICT's duties under this Agreement, including but not limited to, coverage for workers' compensation and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS ($2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. DISTRICT shall provide COUNTY with certification of all such coverages upon request by COUNTY's Risk Manager.

(b) Liability insurance (DISTRICT). DISTRICT shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages:

1. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than THREE MILLION DOLLARS ($3,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of the DISTRICT or any officer,

agent, or employee of the DISTRICT under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

2. Professional Liability/Errors and Omissions. RESERVED

3. Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with the party's business of not less than ONE MILLION ($1,000,000) combined single limit per occurrence.

(c) Liability insurance (COUNTY). COUNTY shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverage:

1. CGL insurance coverage (personal injury only) of not less than THREE MILLION DOLLARS ($3,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person arising from the acts or omissions of the COUNTY or any officer, agent, or employee of the COUNTY under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

(d) Certificates. All insurance coverages referenced in 5(b), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY's Risk Manager, demonstrated by other evidence of coverage acceptable to COUNTY's Risk Manager; shall reference this Agreement by its number or title and department; shall be kept current during the term of this Agreement; shall provide that DISTRICT and the COUNTY OF NAPA shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability. For the commercial general liability insurance coverage referenced in 5(b)(1) and, where the vehicles are covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in 5(b)(3) the parties shall also file with the evidence of coverage an endorsement from the insurance provider naming DISTRICT and the COUNTY OF NAPA, their officers, employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of the parties not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of DISTRICT and/or the COUNTY OF NAPA shall pertain only to liability for activities of the parties under this Agreement, and that the insurance provided is primary coverage to DISTRICT and the COUNTY OF NAPA with respect to any insurance or self-insurance programs maintained by DISTRICT or the COUNTY OF NAPA. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY's Risk Manager, the DISTRICT shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(d) Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to COUNTY's Risk Manager.,

(e) Inclusion in Subcontracts. DISTRICT agrees to require any subcontractors and any other entity or person who is involved in providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in this Paragraph 5.

6. **Hold Harmless/Defense/Indemnification.**

(a) DISTRICT's Obligation. DISTRICT shall indemnify, defend, and hold harmless COUNTY, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, partners or employees.

(b) COUNTY's Obligation. COUNTY shall indemnify, defend, and hold harmless DISTRICT, its officers, agents and employees, from and against any claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons but only in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of COUNTY, its officers, agents, partners or employees.

7. **Termination for Cause.** If either party shall fail to fulfill in a timely and proper manner that party's obligations under this Agreement or otherwise breach this Agreement and fail to cure such failure or breach within thirty (30) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this Agreement by giving ten (10) days prior written notice to the defaulting party in the manner set forth in Paragraph 13 (Notices). The Napa County Purchasing Agent or designee pursuant to Napa County Code section 2.36.050 is hereby authorized to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for cause.

8. **Termination for Convenience.** This Agreement may be terminated by either party for any reason and at any time by giving no less than one hundred eighty (180) days prior written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by either party unless an opportunity for consultation is provided prior to the effective date of the termination. COUNTY hereby authorizes the Napa County Executive Officer to make all decisions and take all actions required under this Paragraph to terminate this Agreement on behalf of COUNTY for the convenience of COUNTY.

9. **Notices.** All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

| DISTRICT | COUNTY |
|---|---|
| NCRPOSD<br>c/o General Manager<br>1443 Main Street, Suite 135<br>Napa, CA 94559 | Napa County<br>c/o Public Works Director<br>1195 Third Street, First Floor<br>Napa, CA 94559 |

10. **Assignment.** A consideration of this Agreement is the personal reputation of DISTRICT; therefore, DISTRICT shall not assign any interest in this Agreement without the prior written consent of COUNTY, which shall not be unreasonably withheld. Provided, however, DISTRICT may designate employees and independent contractors it deems appropriate to implement this Agreement in its sole and absolute discretion. For purposes of this subparagraph, the consent of COUNTY may be given either by its County Executive Officer or the County Director of Public Works.

11. **Amendment/Modification.** Except as specifically provided herein, this Agreement may be modified or amended only in writing and with the prior written consent of both parties.

12. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

(b) **Venue.** This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

13. **Access to Records/Retention.** COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of DISTRICT which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, DISTRICT shall maintain all required records for at least seven (7) years.

14. **Authority to Contract.** COUNTY and DISTRICT each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform this Agreement.

15. **Severability.** If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

[Remainder of page left blank intentionally]

16. **Entirety of Contract.** 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.

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

The NAPA COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a special district of the State of California

By _____
CHRISTOPHER M. CAHILL, its General Manager

"DISTRICT"

NAPA COUNTY, a political subdivision of the State of California

By _____
ANNE COTTRELL, Chair of the Board of Supervisors

"COUNTY"

| | | |
|---|---|---|
| APPROVED AS TO FORM<br>Office of County Counsel<br><br>By: *Ryan FitzGerald*<br><br>Date: July 31, 2025<br>Doc. No. 135711_2 | ATTEST: NEHA HOSKINS<br>Clerk of the Board of Supervisors<br><br>By: _____ | APPROVED BY THE NAPA COUNTY<br>BOARD OF SUPERVISORS<br><br>Date: _____<br><br>Processed By:<br><br>_____<br>Deputy Clerk of the Board |

| | | |
|---|---|---|
| APPROVED AS TO FORM<br>District Counsel<br><br>By: Chris Apallas<br><br>Date: August 4, 2025<br>Doc. No. 135711_2 | ATTEST:<br>District Secretary<br><br>By: _____ | |

Exhibit A

# Scope of Management

## Oat Hill Mine Trail
## Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use portions of the Oat Hill Mine Road and Aetna Springs Road.

2. The portion of the Oat Hill Mine Road covered by this Agreement extends from the junction of Highway 29 and Silverado Trail adjacent to the City of Calistoga, to the junction of the Oat Hill Mine Road and Aetna Springs Road.

3. The portion of the Aetna Springs Road covered by this Agreement extends from the junction of the Oat Hill Mine Road and Aetna Springs Road to a point 0.27 miles easterly where Cedar Canyon Creek crosses the road.

4. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.

5. Operation and management activities covered by this Agreement include trimming plants, restoring vegetation, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

6. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

## Napa River and Bay Trail - Soscol Ferry Road
## Management and Operation

1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the westernmost approximately 1,100 feet of Soscol Ferry Road which is no longer open for motorized use.

2. The portion of Soscol Ferry Road covered by this Agreement starts at the existing entrance gate for the Napa Sanitation District wastewater treatment facility, and extends westerly through the Soscol Ferry Road right-of-way to the Napa River.

3. Improvements covered by this Agreement include installation of informational signage, repair of fencing, installation of a new pedestrian, minor grading and installation of an all-weather travel surface, as generally described in the Napa River/San Francisco Bay Trail Feasibility Study prepared for the DISTRICT and dated September 5, 2007.

4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

## Old Howell Mountain Trail
## Management and Operation

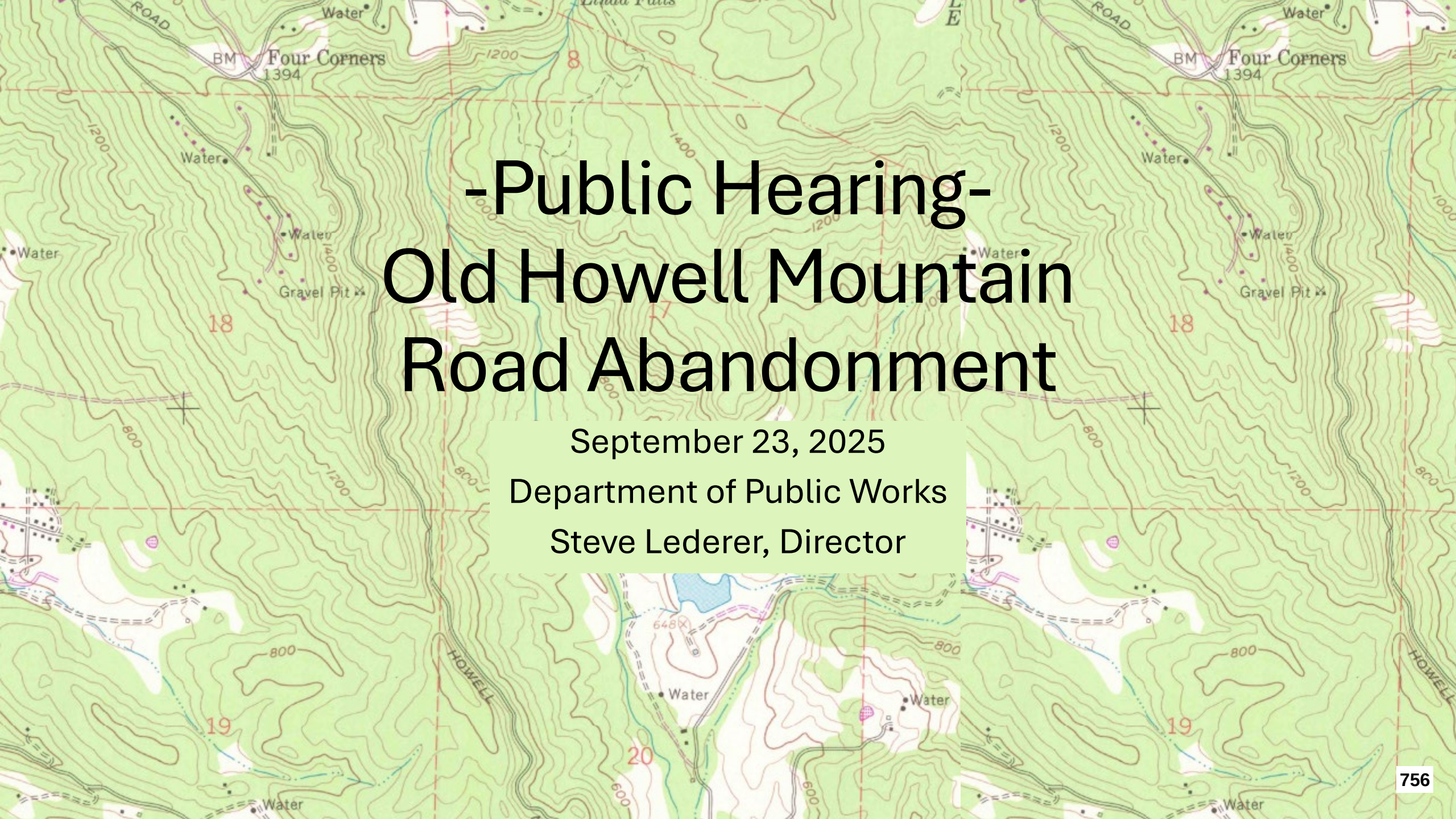
1. COUNTY grants to DISTRICT and its agents a non-exclusive right to improve, operate and manage for non-motorized public recreational use the Old Howell Mountain Trail, being a portion of the former Old Howell Mountain Road abandoned as a public road by the Napa County Board of Supervisors on _____, 2025 pursuant to Resolution No. _____.

2. The Old Howell Mountain Trail has a southern terminus at the St Helena city limits and extends northerly along the former Old Howell Mountain Road right of way for approximately 2.5 miles north to a northern terminus at the gated roadway closure adjacent to Sulman Lane.

3. Improvements covered by this Agreement include installation of informational signage, benches, railings and fencing, erosion control modifications and structures, trail grading to improve drainage and facilitate travel, and other improvements associated with and appropriate for non-motorized recreational trail use.

4. Operation and management activities covered by this Agreement include trimming plants, removing invasive exotic vegetation, cleaning of litter and graffiti, monitoring trail use either directly or by organizing and overseeing volunteer trail monitors, developing a management plan including trail use policies and either adopting and enforcing trail use regulations based on these policies or recommending trail use regulations for adoption and implementation by the COUNTY, and other activities associated with and appropriate for non-motorized recreational trail use.

5. DISTRICT will diligently and responsibly develop and implement its management activities in a manner which is consistent with the standards and practices generally utilized by public agencies managing comparable recreational facilities.

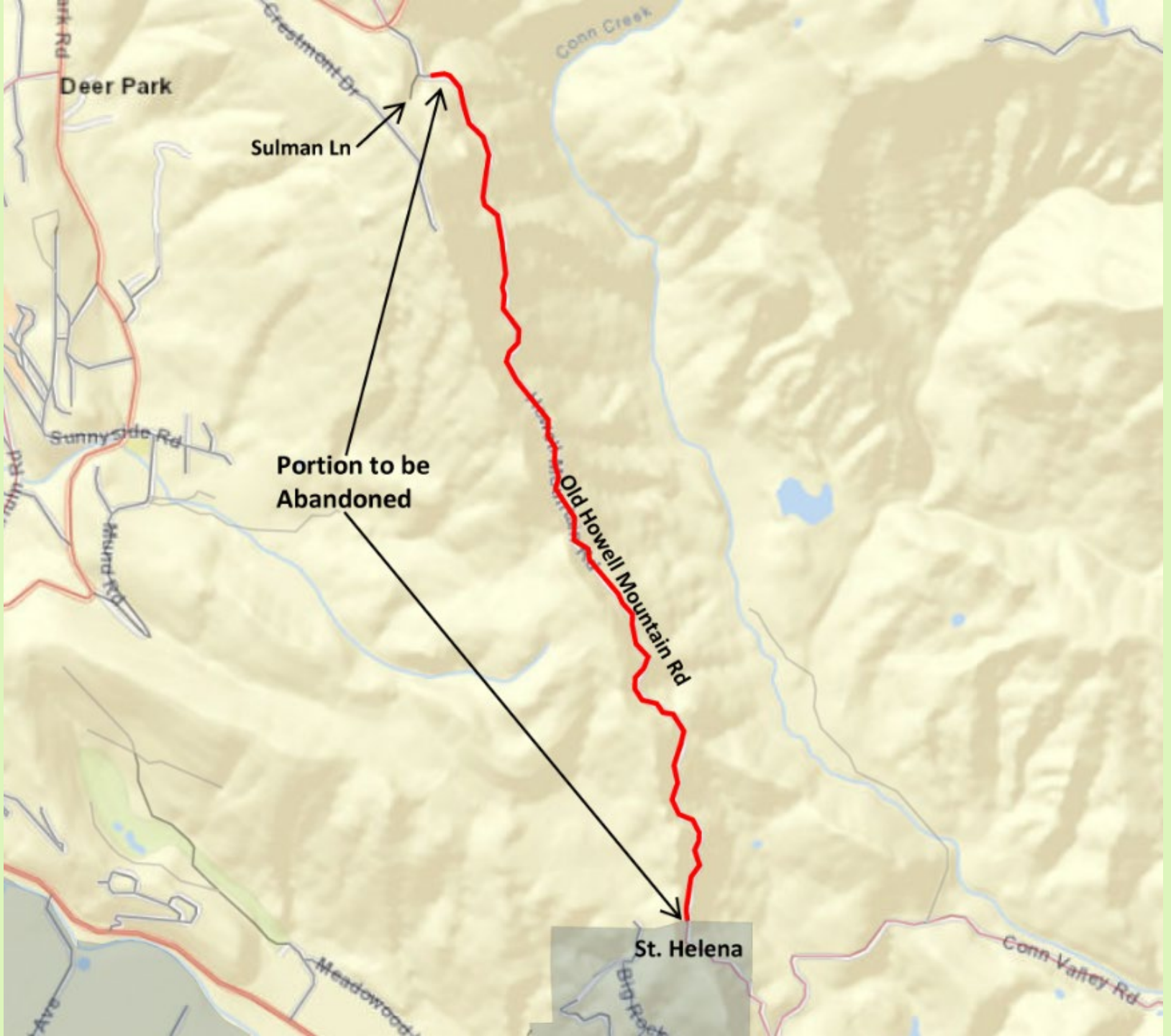


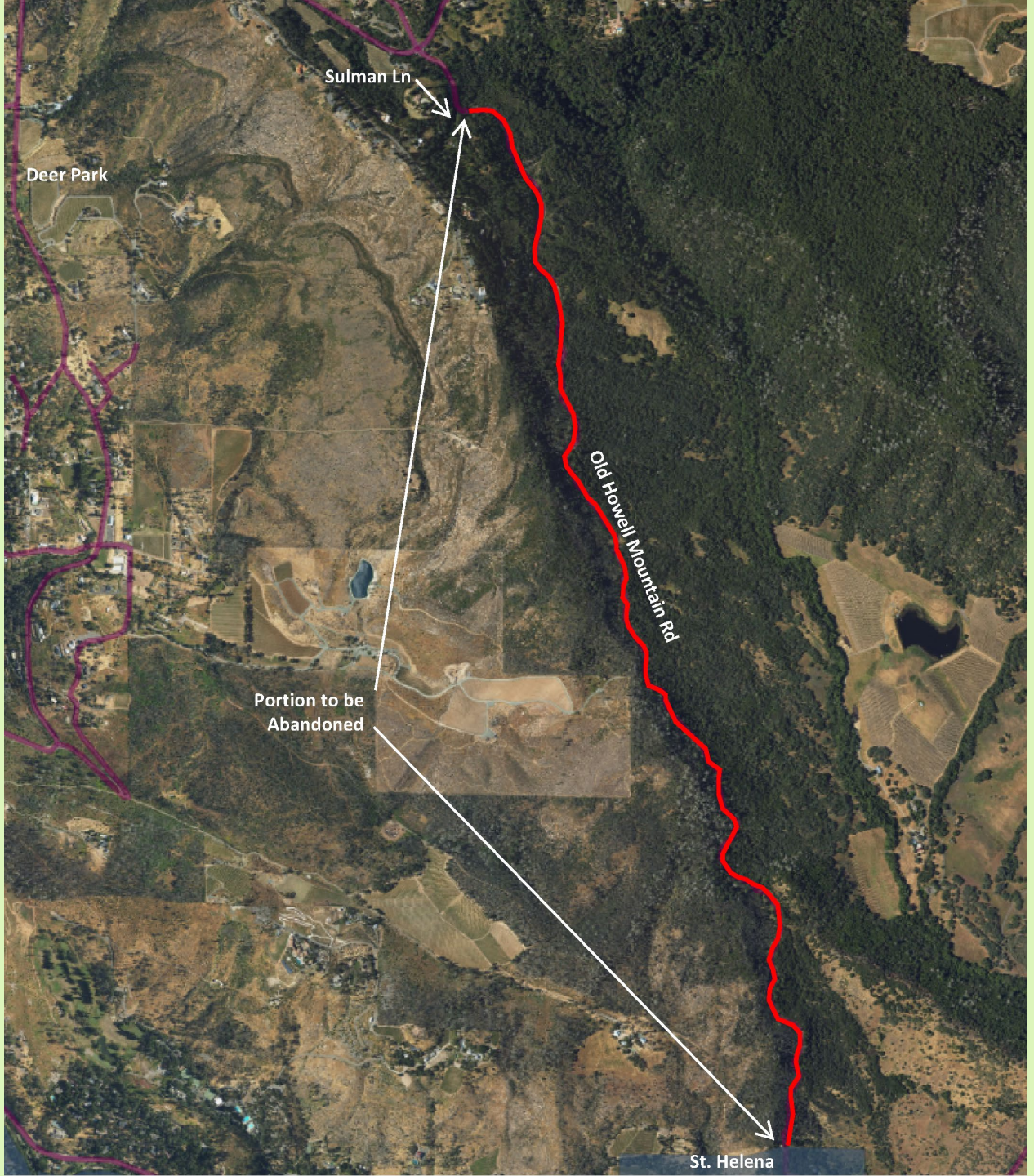

# -Public Hearing-
# Old Howell Mountain Road Abandonment

September 23, 2025

Department of Public Works

Steve Lederer, Director


Deer Park
Sulman Ln
Portion to be
Abandoned
Old Howell Mountain Rd
St. Helena
Conn Creek
Sunnyside Rd
Meadowood
Conn Valley Rd


Sulman Ln
Deer Park
Old Howell Mountain Rd
Portion to be
Abandoned
St. Helena

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1460

**TO:** Board of Supervisors

**FROM:** Ryan J. Alsop, Chief Executive Officer

**REPORT BY:** Neha Hoskins, Clerk of the Board

**SUBJECT:** Conference With Labor Negotiators

## RECOMMENDATION

CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6) Agency Designated Representatives: Christine Briceño, Chief Human Resources Officer regarding Deputy Sheriffs' Association - Law Enforcement Unit and Deputy Sheriffs' Association - Law Enforcement Supervisory Unit Napa

1195 THIRD STREET
SUITE 310
NAPA, CA 94559
www.countyofnapa.org

Main: (707) 253-4580

# Napa County

## Board Agenda Letter

Board of Supervisors | **Agenda Date:** 9/23/2025 | **File ID #:** 25-1663

**TO:** Board of Supervisors

**FROM:** Ryan J. Alsop, Chief Executive Officer

**REPORT BY:** Neha Hoskins, Clerk of the Board

**SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

---

**RECOMMENDATION**

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code section

54956.9(d)(2): Claim of Circle Oaks Homes Assoc. received July 24, 2025; Claim of Darrel W. Harris received July 17, 2025; Claim of Thomas Falcon received July 14, 2025; and Claim of Christian W. Brix received July 25, 2025 (total 4 claims).

761

NH 7/25/2025

RECEIVED
JUL 25 2025
NAPA COUNTY
CLERK OF THE BOARD

A Tradition of Stewardship
A Commitment to Service

# CLAIM AGAINST THE COUNTY OF NAPA NO.

For Clerk's Use Only

*California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.*



## 1. Name and address of Claimant

| First Name | MI | Last Name |
|---|---|---|
| Christian | W | Brix |

Street Address: 40 Ridgecrest Drive

City: Napa State: CA Zip Code: 94558

[redacted]

**Telephone Numbers**

Home: [redacted]

Business: [redacted]

Cellular: [redacted]

## 2. Mailing address to which notices from the County are to be directed

Christian Brix

Street Address: 40 Ridgecrest Drive

City: Napa State: CA Zip Code: 94558

## 3. Incident Information

| Date of Incident: | Time of Incident: | Location of Incident: |
|---|---|---|
| Feb 4 2025 | 6pm | Ridgecrest Drive, Napa, CA, 94558 |

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

## 4. Description of incident or accident including your reason for believing the County is liable for your damages

On the above date, a landslip occurred adjacent to my property located at 40 Ridgecrest Drive, and I was told by public works to evacuate my home .

This event caused significant damage to the property as outlined below. I believe this damage was caused or exacerbated by excessive and unabated water discharge from the Country drainage system onto the slope above my house, that subsequently slipped. Consequently, I believe the County of Napa is liable for the below damages due to it's failure to properly manage storm surface water runoff.

Please see attachment to this document

## 5. Description of all damages which you believe that you have incurred as a result of the incident

As a result of the incident, I have or expect to sustain damages including but not limited to:

Fees - geotech to review retaining wall specs - $3,500, and legal costs - $3,000 (incurred to date)

Materials to protect the slide area from further rain (inc. plastic sheeting, sandbags) - $400

Damages from loss of property value - tbc, pending road/hill repair by qualified property accessor

6. The name or names of any County employees causing damages that you are claiming

Napa County Public Works Department

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

As above

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: N/A

9. State the names and address of any witnesses to this incident

First Name MI Last Name

See attached

Street Address

City State Zip Code

10. Law Enforcement Information

Was local law enforcement contacted? ☑ yes ☐ no

If yes, Report # n/A (Attach copy of report if available)

*I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.*

Signature of Claimant **(Original Signature Required)**

Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

**ATTACHMENT TO CLAIM AGAINST THE COUNTY OF NAPA**
**ATTACHMENT – SECTION 1 – Claimants**
Christian William Brix,
40 Ridgecrest Dr,
Napa, CA 94558

**ATTACHMENT - SECTION 3 – Location of Incident**

**2/4/2025 Evening-** major rain event caused a landslide between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Homeowners Association's open space and the area behind 307 Circle Oaks.

**Pictures of incident:**

**ATTACHMENT – SECTION 4 – Description of incident or accident including your reason for believing the County is liable for your damages**
**Continued:**
**Basis for Liability**

Napa County is liable due to illegally draining their storm water onto private property without permission, omissions, and deliberate failure to maintain and reroute stormwater discharge infrastructure.

The County refused to take immediate mitigation efforts, despite multiple urgent warnings, and instead directed County staff to clear the storm drain inlet thereby increasing water discharge while it was raining.

The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

The County's refusal to act violates Government Code §835 (dangerous condition),§815.6 (mandatory duty), and the Clean Water Act. Discovery is ongoing and Claimant reserves the right to supplement this list.

**ATTACHMENT – SECTION 9 – Witnesses to the incident**
**Continued:**

Patrick Ryan, Assistant Director
Planning, Building & Environmental Services
1195 Third Street
Napa, CA 94559

- HOA Board Members who observed drainage overflow and site deterioration.
- Pridmore Construction – has bid reroute solution, slide mitigation on our subject property and observed conditions.
- KC Engineering Geologist has also observed the slide and is the original geologist of record so understands the soil profiles and has recommended a repair for slide that is on our property.
- Neighbors at 307 Circle Oaks Dr and 50 Ridgecrest Drive – also affected by water discharge.

**Discovery is ongoing and Claimant reserves the right to supplement this list.**

RECEIVED US mail
JUL 24 2025 PC
For Clerk's Use Only
NAPA COUNTY
CLERK OF THE BOARD

A Tradition of Stewardship
A Commitment to Service

# CLAIM AGAINST THE COUNTY OF NAPA NO.

*California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.*



## 1. Name and address of Claimant

First Name: | MI: | Last Name:
**Circle Oaks Homes Assoc.**

Street Address:
**235 Montgomery Street, Suite 935**

City: **San Francisco** | State: **CA** | Zip Code: **94104**

e-mail: [redacted]

Telephone Numbers
Home:
Business: [redacted]
Cellular:

## 2. Mailing address to which notices from the County are to be directed

**c/o Maria Kao, Esq.**

[redacted]

Street Address:
**Briscoe, Prows, Kao, et al., 235 Montgomery Street, Suite 935**

City: **San Francisco** | State: **CA** | Zip Code: **94104**

## 3. Incident Information

Date of Incident: **2/4/2015**

Time of Incident: **Evening**

Location of Incident: **SEE ATTACHMENT 1.**

**Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.**

## 4. Description of incident or accident including your reason for believing the County is liable for your damages

**SEE ATTACHMENT 1.**

## 5. Description of all damages which you believe that you have incurred as a result of the incident

**SEE ATTACHMENT 1.**

**6. The name or names of any County employees causing damages that you are claiming**

County of Napa.

**7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.**

Damages are potentially in excess of $2 million based on damages, and claims asserted against Association by owner of 307 Circle Oaks Drive, Napa, CA 94558 for damages, which include claims for structual damages, water intrusion, and damages to landscaping and loss of use of 307 Circle Oaks.

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

**8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?**

If a lawsuit has already been filed, please enter the date of the judgment against you: _____

**9. State the names and address of any witnesses to this incident**

| First Name | MI | Last Name |
|---|---|---|
| **Thomas** | | **Falcon** |

Street Address: **307 Circle Oaks Drive**

| City | State | Zip Code |
|---|---|---|
| **Napa** | **CA** | **94558** |

**10. Law Enforcement Information**

Was local law enforcement contacted? ☐ yes ☑ no

If yes, Report # _____ **(Attach copy of report if available)**

*I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.*

Signature of Claimant **(Original Signature Required)**

Briscoe Prows Kao Ivester & Bazel LLP
Attorneys for Circle Oaks Homeowners Association

July 22, 2025
Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

## ATTACHMENT 1 TO CLAIM AGAINST COUNTY OF NAPA

**Section 1 – Claimant**

The claimant is Circle Oaks Home Association ("Association"), a California nonprofit mutual benefit corporation.

**Section 3 – Location of Incident**

A landslide occurred between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Association's open space.

**Section 4 – Description of incident**

During a period of heavy rainfall and storm activity, stormwater runoff originating from County-managed property, roadways, drainage systems, or rights-of-way was discharged onto the Association's property and the neighboring property located at 307 Circle Oaks Drive, Napa, CA 94558. The storm water runoff was not adequately diverted away from neighboring properties or managed by Napa County infrastructure. The County also failed to maintain drains or design proper drainage systems to protect properties located downstream of the County-managed property. The discharge of water has caused damage to property, landscaping, and structural components of neighboring properties including Association's common area.

Napa County is liable due to its gross negligence, from illegally draining their storm water onto private property without permission, and deliberate failure to maintain and reroute stormwater discharge infrastructure, despite repeated warnings and clear notice of ongoing damage. County staff increased flow during active storm conditions by clearing the drain inlet without diversion, exacerbating slope saturation and worsening the catastrophic slide on February 4, 2025. The County's denial of responsibility is contradicted by its own actions, including continued maintenance of the storm drain system for decades and its failure to comply with California drainage laws and federal NPDES stormwater discharge requirements. This constitutes both a dangerous condition of public property (Gov. Code §835) and actionable inverse condemnation.

The County refused to take sufficient or proper efforts to mitigate the stormwater runoff, despite multiple urgent warnings. Instead, County staff was directed to clear the storm drain inlet, which increased storm water runoff to discharge during the storm event. The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

The County knowingly increased flow through its drainage system during active storm events by directing staff to clear clogged drains while it was raining, causing surging flow and slope saturation. The County's refusal to act violates Government Code §835 (dangerous condition), §815.6 (mandatory duty), and the Clean Water Act. Claimant reserves the right to supplement this list.

A Tradition of Stewardship
A Commitment to Service

# CLAIM AGAINST THE COUNTY OF NAPA NO. _____

*For Clerk's Use Only*

*California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.*



**1. Name and address of Claimant** SEE ATTACHED FOR ADDITIONAL CLAIMANTS

RECEIVED
JUL 14 2025
NAPA COUNTY
CLERK OF THE BOARD
@ 2:21pm

| First Name | MI | Last Name |
|---|---|---|
| Thomas | | Falcon |

Street Address: 307 Circle Oaks Drive

City: Napa | State: CA | Zip Code: 94558

e-mail: [redacted]

**Telephone Numbers**

Home:

Business:

Cellular: [redacted]

**2. Mailing address to which notices from the County are to be directed**

c/o Katharine Falace

[redacted]

Street Address: Buchalter, 1230 Pine Street

City: St. Helena | State: CA | Zip Code: 94574

**3. Incident Information**

| Date of Incident: | Time of Incident: | Location of Incident: |
|---|---|---|
| 2/4/2025 | Evening | See Attachment for Location of Incident |

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

**4. Description of incident or accident including your reason for believing the County is liable for your damages**

Circumstances: During a period of heavy rainfall and storm activity, water and storm runoff originating from County-managed property, roadways, drainage systems, or rights-of-way discharged onto Mr. Falcon's property, causing severe erosion of the hillside, damage to the structural integrity of the residence, and destruction of landscaping and retaining features. The runoff was not adequately diverted or managed by Napa County infrastructure, and the County failed to maintain or design proper drainage facilities to protect downstream properties. Continued on Attachment.

**5. Description of all damages which you believe that you have incurred as a result of the incident**

The damage includes, but is not limited to:

(1) Severe erosion of the hillside adjacent to the residence; (2) Undermining of structural foundations and retaining walls; (3) Water intrustion and related damage to the residence; (4) Destruction of landscape features and loss of vegetation; (5) Soil instability and increased risk of future slope failure; (6) Loss of use and value of $1.8 million custom home; Continued on Attachment

**6. The name or names of any County employees causing damages that you are claiming**

**County of Napa**

**7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.**

**Estimated current property and personal damages exceed $2,000,000, including structrual losses, personal injury, and loss of value, with continuing daily financial harm. This claim is not a limited civil case.**

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☑ no

**8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?**

If a lawsuit has already been filed, please enter the date of the judgment against you: **N/A**

**9. State the names and address of any witnesses to this incident** - Continued on Attachment.

| First Name | MI | Last Name |
|---|---|---|
| **Steven** | | **Lederer** |

Street Address

**Director of Public Works, 1195 Third Street**

| City | State | Zip Code |
|---|---|---|
| **Napa** | **CA** | **94559** |

**10. Law Enforcement Information**

Was local law enforcement contacted? ☐ yes ☑ no

If yes, Report # _____ **(Attach copy of report if available)**

*I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.*

Signature of Claimant **(Original Signature Required)**

2/11/2025
Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559

# ATTACHMENT TO CLAIM AGAINST THE COUNTY OF NAPA

## ATTACHMENT – SECTION 1 – Claimants

Circle Oaks V, LLC (Thomas Falcon, Managing Member)

Michael Carlson
307 Circle Oaks Drive
Napa, CA 94558

## ATTACHMENT - SECTION 3 – Location of Incident

**2/4/2025 Evening-** major rain event caused a landslide between Ridgecrest Drive and Circle Oaks Drive, North to South, and 40-50 Ridgecrest, East to West, affecting the Home Owners Association's open space and the area behind 307 Circle Oaks.

## ATTACHMENT – SECTION 4 – Description of incident or accident including your reason for believing the County is liable for your damages

**Continued:**

**Basis for Liability**

Napa County is liable due to its gross negligence, from illegally draining their storm water onto private property without permission, omissions, and deliberate failure to maintain and reroute stormwater discharge infrastructure, despite repeated warnings and clear notice of ongoing damage. County staff increased flow during active storm conditions by clearing the drain inlet without diversion, exacerbating slope saturation and worsening the catastrophic slide on February 4, 2025. The County's denial of responsibility is contradicted by its own actions, including continued maintenance of the storm drain system for decades and its failure to comply with California drainage laws and federal NPDES stormwater discharge requirements. This constitutes both a dangerous condition of public property (Gov. Code §835) and actionable inverse condemnation.

The County refused to take immediate mitigation efforts, despite multiple urgent warnings, and instead directed County staff to clear the storm drain inlet thereby increasing water discharge while it was raining. The County further failed to comply with its stormwater management responsibilities, including proper design and maintenance of drainage systems. Napa County is obligated to manage runoff to prevent pollution and flooding under NPDES permit guidelines and failed to do so.

Instead, the County knowingly increased flow through the system during active storms by directing staff to clear clogged drains while it was raining, causing surging flow and slope saturation. The County's refusal to act violates Government Code §835 (dangerous condition), §815.6 (mandatory duty), and the Clean Water Act. Discovery is ongoing and Claimant reserves the right to supplement this list.

**ATTACHMENT – SECTION 5 – Description of all damages which you believe that you have incurred as a result of the incident.**

**Continued:**

7) $200K–$300K in prior damages from earlier (October 2021) event caused by same system.
8) Monthly $6,000+ carrying costs and inability to sell or occupy the home.
9) Personal injury (left knee) from unmarked road hazard caused by negligent patching.

Damages include the loss of use of a $1.8 million custom home rendered unsalable by County-caused landslide; between $200,000–$300,000 in earlier damages from a similar October 2021 flood event tied to the same storm system; more than $6,000 in monthly financial losses; personal injury to the claimant's knee caused by a dangerous, unmarked crevasse in the road negligently covered with unsecured plastic sheeting.

The County is currently requiring the claimant to submit a new grading application simply to repair slope instability caused by the County's own negligence—despite the repair being entirely within the claimant's property boundary. This includes forcing the claimant to submit engineering plans, pay permit and inspection fees, and provide certified reports confirming the slope has been stabilized in accordance with a licensed engineer's recommendations. Meanwhile, the County has not subjected its own repairs to Ridgecrest Drive, the right-of-way, or the new retaining wall and drainage improvements to the same level of scrutiny or oversight.

**ATTACHMENT – SECTION 9 – Witnesses to the incident**

**Continued:**

Patrick Ryan, Assistant Director
Planning, Building & Environmental Services
1195 Third Street
Napa, CA 94559

HOA Board Members who observed drainage overflow and site deterioration.

Pridmore Construction – has bid reroute solution, slide mitigation on our subject property and observed conditions.

KC Engineering Geologist has also observed the slide and is the original geologist of record so understands the soil profiles and has recommended a repair for slide that is on our property.

Neighbors at 40 and 50 Ridgecrest Drive – also affected by water discharge.

Discovery is ongoing and Claimant reserves the right to supplement this list.

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A Tradition of Stewardship
A Commitment to Service

# CLAIM AGAINST THE COUNTY OF NAPA NO. _____

*For Clerk's Use Only*

*California Government Code Section 910 describes the information which must be contained in a claim against a government entity. Section 911.2 provides that claims arising from a death, or personal injury, or damage to personal property or growing crops must be presented not later than six (6) months after the occurrence on which the claim is based. This form or any other form containing the same information may be used to present such a claim against the County of Napa. The County reserves the right to reject any claim presented to it.*



**1. Name and address of Claimant**

RECEIVED
JUL 17 2025 11:20 AM
NAPA COUNTY
CLERK OF THE BOARD

| First Name | MI | Last Name | Telephone Numbers |
|---|---|---|---|
| Darrel | W. | Harris | Home |
| Street Address | | | Business |
| 50 Ridgecrest Drive | | | |
| City | State | Zip Code | Cellular |
| Napa, CA | | 94558 | [redacted] |
| e-mail [redacted] | | | |

**2. Mailing address to which notices from the County are to be directed**

| Street Address | | |
|---|---|---|
| 50 Ridgecrest Drive | Napa, CA 94558 | |
| | City | State Zip Code |

**3. Incident Information**

| Date of Incident: | Time of Incident: | Location of Incident: |
|---|---|---|
| 2/4/25 | 7:00 pm | 50 Ridgecrest Drive, Napa, CA 94558 |

Please note that space is limited. If additional space is needed, please attach the information on a separate sheet of paper.

**4. Description of incident or accident including your reason for believing the County is liable for your damages**

Earth landslide affecting 40 Ridgecrest, 50 Ridgecrest, 307 Circle Oaks Drive, portion of Ridgecrest Drive & area in between. County is responsible because landslide was caused by oversaturation of soil due to storm water from a County-approved storm drain pipe.

**5. Description of all damages which you believe that you have incurred as a result of the incident**

1. Driveway and retaining wall failure
2. Earth collapsed around house foundation, causing failure.

6. The name or names of any County employees causing damages that you are claiming

No one specific

7. If the amount claimed is $10,000.00 or less, specify the amount of the claim, including, the estimated amount of any prospective injury, damage or loss insofar as it may be known at this time, together with how it was calculated.

N/A

If the amount is for more than $10,000, will this claim be a "limited civil case?" ☐ yes ☒ no

8. If this claim is for indemnity, on what date were you served with the underlying lawsuit?

If a lawsuit has already been filed, please enter the date of the judgment against you: _____

9. State the names and address of any witnesses to this incident

First Name MI Last Name

Darrel W. Harris

Street Address

50 Ridgecrest Drive

City State Zip Code

Napa CA 94558

10. Law Enforcement Information

Was local law enforcement contacted? ☐ yes ☒ no

If yes, Report # _____ **(Attach copy of report if available)**

*I declare under penalty of perjury that the forgoing is true and correct and, to the best of my knowledge, I have complied with the provisions of the Government Code.*

Signature of Claimant **(Original Signature Required)**

7/16/25
Date Signed

Submit Completed Claim Form to: Clerk of the Board of Supervisors, 1195 Third Street, Suite 310, Napa, CA 94559