

# Napa County

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



## Agenda

**Tuesday, June 17, 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](http://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](https://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](mailto: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](mailto: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)

[25-1168](#)

**Attachments:** [Pet of The Week \(added after meeting\)](#)

**4. CONSENT CALENDAR****Agricultural Commissioner**

- A. Approve and authorize Amendment No. 1 to Agreement No. 240183B with the California Department of Food and Agriculture to increase the contract maximum by \$55,190 for a new maximum of \$97,611 and to extend the term to December 31, 2027 for reimbursement of expenditures associated with protecting the biodiversity of native ecosystems and abatement of noxious weed and other invasive plant infestations within the County of Napa. (Fiscal Impact, \$55,190 Revenue; General Fund; Budgeted; Mandatory)

[25-1068](#)

**Attachments:** [Agreement](#)

**Clerk of the Board**

- B. Approval of minutes from the June 3, 2025 regular meeting. (No Fiscal Impact)

[25-88](#)

**Attachments:** [June 3, 2025](#)

**County Fire Department**

- C. Approve and authorize declaring Capital Asset No. 27211, a 2007 Chevrolet Tahoe, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: \$5,000 Revenue; Fire Fund; Budgeted; Discretionary)  
[4/5 vote required]

[25-1050](#)

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

- D. Approve and authorize Amendment No. 2 to Agreement No. 200199B with Land Logistics Inc., to increase the maximum to \$115,074 and extend the term to June 30, 2026 with an automatic rollover for two additional fiscal years to provide Surface Mining and Reclamation Act lead agency inspections for the Napa Quarry facility. (Fiscal Impact: \$47,895 Expense; General Fund; Budgeted; Discretionary)

[25-970](#)

**Attachments:** [Agreement](#)



**Probation**

- E.** Approve and authorize Amendment No. 2 to Agreement No. 200078B with Satellite Tracking of People, LLC to provide juvenile and adult electric monitoring for the Probation and Corrections departments. (Fiscal Impact: \$100,000 Expense; General Fund; Budgeted; Discretionary) **[25-1065](#)**
- Attachments:** [Agreement](#)
- F.** Approve and authorize Amendment No. 1 to Agreement No. 230241B with University of Cincinnati Research Institute to provide training and technical assistance of evidence-based practices through June 30, 2026. (Fiscal Impact: \$120,000 Expense; General Fund; Budgeted; Discretionary) **[25-1105](#)**
- Attachments:** [Agreement](#)

**Public Works**

- G.** Approve and authorize Amendment No. 1 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 by \$18,282 for a new maximum of \$177,282 to extend the duration of the temporary construction easement for the Dry Creek Road Bridge over Dry Creek Replacement Project and accept the extended temporary construction easement. (Fiscal Impact: \$18,282 Expense; Roads Fund; Budgeted; Discretionary) **[25-864](#)**
- Attachments:** [Agreement](#)  
[Temporary Construction Easement Deed](#)  
[Budget Summary](#)
- H.** Approve and authorize Agreement No. 250429B with MCK Americas Inc. for a maximum compensation of \$1,000,000 per fiscal year for on-call construction management and related services. (Fiscal Impact: \$1,000,000 Expense; Various Capital Improvement Project Budgets; Budgeted; Discretionary) **[25-933](#)**
- Attachments:** [Agreement](#)
- I.** Approve and authorize Amendment No. 1 to Agreement No. 190001B with Biggs Cardosa Associates, Inc. to increase the maximum compensation by \$75,032, for a new maximum of \$1,108,317, to provide technical and construction support services for the Garnett Creek Bridge Br. No. 21C0042 Bridge Replacement Project, RDS 16-16. (Fiscal Impact: \$75,032 Expense; Roads Capital Improvement **[25-946](#)**

Projects Fund; Budgeted; Discretionary).

**Attachments:** [Agreement](#)  
[Budget Summary](#)

- J.** Approve and authorize Budget Amendment for the New Jail, Project 19005, to increase revenue and appropriations to align with the construction schedule for this fiscal year. (Fiscal Impact: \$2,700,874 Revenue and Expense; Capital Improvement Fund; Not Budgeted, Discretionary)  
[4/5 vote required] [25-1063](#)
- K.** Adopt a Resolution temporarily closing Duhig Road from 6:00 A.M. to 10:00 A.M. on Sunday, July 20, 2025, for the Napa to Sonoma Wine Country Half Marathon and 5k. (No Fiscal Impact, Discretionary) [25-1082](#)
- Attachments:** [Resolution](#)  
[Letter to Residents](#)  
[Course Map](#)
- L.** Award a Construction Contract to Valentine Corporation; and approve a Budget Amendment in the amount of \$1,046,000 for Project 23006, Chiles Pope Valley Rd MPM 3.63. (Fiscal Impact: \$1,046,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)  
[4/5 vote required] [25-1087](#)
- Attachments:** [Budget Summary](#)
- M.** Approve creation of Project 25052 for the “Lynn Drive Paving Project,” RDS 25-39; and approve a Budget Amendment. (Fiscal Impact: \$75,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)  
[4/5 vote required] [25-1088](#)
- Attachments:** [Budget Summary](#)
- N.** 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 Ridgecrest Drive Slide Repair Project, RDS 25-26, which is near 50 Ridgecrest Drive. (No Fiscal Impact; Discretionary) [25-1109](#)
- Attachments:** [Budget Summary](#)
- O.** Approve a report of emergency Public Works actions and a related Budget Amendment in response to the Yountville Fire Station Bathroom Emergency Repair, to be completed without competitive [25-1112](#)
-

bidding 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 (Fiscal Impact: \$373,620 Expense; Fire Fund; Not Budgeted; Discretionary)  
[4/5 required]

- P.** Approve and authorize Amendment No. 1 to Agreement No. 250266B with Matrix Consulting Group, Ltd to extend the term of the agreement from June 30, 2025 to December 31, 2025, with no change to compensation, to provide additional time to complete a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center. (No Fiscal Impact; Discretionary) [25-1116](#)

**Attachments:** [Agreement](#)

- Q.** Adopt a Resolution approving the Fiscal Year 2025-2026 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission, which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact \$4,103,976 Revenue (estimated); SB 1 Special Revenue Fund; Budgeted; Discretionary) [25-1119](#)

**Attachments:** [Resolution](#)

**5. PUBLIC COMMENT**

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

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

**8. ADMINISTRATIVE ITEMS****Auditor-Controller**

- A. Receive a presentation on the status of Federal Emergency Management Agency (FEMA)-funded emergencies in Napa County; approve the release of restricted fund balance; and approve related Budget Amendments to return the released funds to the subdivisions that originally funded the disaster-related projects. (Fiscal Impact: \$4,345,895 Reclass Fund Balance Reserves from Restricted to Available; Various Funds; Not Budgeted; Discretionary) [4/5 vote required] [25-872](#)

**Attachments:** [Presentation](#)  
[Attachment A](#)

**9. PUBLIC HEARINGS - 9:00 AM****County Executive Office**

- A. Continuation of Public Hearing from June 16, 2025 to accept testimony on the Fiscal Year 2025-26 Recommended Budget and continue hearing for consideration to June 24, 2025 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary) [25-763](#)

**Attachments:** [Presentation \(added after meeting\)](#)

**10. PUBLIC HEARINGS - 2:00 PM****Housing & Community Services**

- A. Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of \$708,441. (Fiscal Impact: \$24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary) [25-768](#)

**Public Works**

- B. Conduct a Public Hearing to consider testimony for County Service Area No. 3 on the Fiscal Year 2025-26 assessment of \$147,166 and adopt a resolution authorizing the assessment levy (Fiscal Impact: \$147,166 Revenue; County Service Area No. 3; Discretionary) [25-743](#)

**Attachments:** [Resolution](#)

- C. Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of \$336,150 for County Service Area No. 3. (Fiscal Impact: \$180,110 Net Use of Fund Balance; County Service Area No. 3; Discretionary) [25-785](#)

- D.** Conduct a Public Hearing to consider testimony for [25-365](#)  
Milliken-Sarco-Tulocay on the Fiscal Year 2025-26 Recommended  
Budget for a total appropriation of \$989,976. (Fiscal Impact \$644,593  
Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund;  
Discretionary)
- E.** Conduct a Public Hearing to consider testimony on the Fiscal Year [25-766](#)  
2025-26 Recommended Budget for Napa Valley Tourism  
Improvement District Budget for a total appropriation of \$8.5 million.  
(Fiscal Impact: Net Zero; NVTID; Discretionary)

## **11. PUBLIC HEARINGS - SPECIAL DISTRICTS - 2:00 PM**

### **Napa County Groundwater Sustainability Agency**

- A.** Conduct a Public Hearing to consider testimony on the Fiscal Year [25-760](#)  
2025-26 Recommended Budget for the Napa County Groundwater  
Sustainability Agency Budget a total appropriation of \$3,428,683.  
(Fiscal Impact: \$2 million General Fund expense and \$787,555 Net  
Use of Fund Balance; Napa County Groundwater Sustainability  
Agency; Discretionary)

### **Napa County Housing Authority**

- B.** Conduct a Public Hearing to consider testimony on the Fiscal Year [25-761](#)  
2025-26 recommended budget for the Napa County Housing Authority  
Budget for total appropriations of \$2,634,112. (Fiscal Impact: \$45,000  
Net Revenue; Napa County Housing Authority; Discretionary)

### **In-Home Supportive Services Public Authority of Napa County**

- C.** Conduct a Public Hearing to consider testimony on the Fiscal Year [25-762](#)  
2025-26 recommended budget for In-Home Supportive Services for a  
total appropriation of \$1,623,292 (Fiscal Impact: \$72,849 General  
Fund Expense, \$72,849 Net Use of In-Home Support Services Public  
Authority Fund Balance; Budgeted; Discretionary)

### **Lake Berryessa Resort Improvement District**

- D.** Conduct a Public Hearing to consider testimony on the automatic [25-718](#)  
annual four percent (4%) increase to the T-1 Special Tax for the Lake  
Berryessa Resort Improvement District Budget, the Fiscal Year  
2025-26 Recommended Budget for a total appropriation of  
\$1,622,079, and to accept the District Engineer's report. (Fiscal  
Impact: \$373,361 Net Use of Fund Balance; Lake Berryessa Resort  
Improvement District; Discretionary)

**Attachments:** [Engineer's Report](#)

**Monticello Public Cemetery District**

- E. Conduct a Public Hearing for the Monticello Public Cemetery District Budget to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriations of \$133,484 for cemetery operations, and \$58,000 for the endowment fund. (Fiscal Impact: \$32,407 Net Use of Fund Balance and \$55,400 Net Use of Endowment; Monticello Public Cemetery District; Discretionary) [25-755](#)

**Napa Berryessa Resort Improvement District**

- F. Conduct a Public Hearing to consider testimony for the Napa Berryessa Resort Improvement District Budget on the Fiscal Year 2025-26 Recommended Budget for a total appropriation of \$3,074,081. (Fiscal Impact: \$684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District Budget; Discretionary) [25-717](#)

**Silverado Community Services District**

- G. Conduct a Public Hearing to consider testimony for the Silverado Community Services District on the Fiscal Year 2025-26 recommended budget for a total appropriation of \$231,530. (Fiscal Impact: \$3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary) [25-742](#)

**12. CLOSED SESSION****13. ADJOURNMENT****ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, TUESDAY, JUNE 24, 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, JUNE 13, 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



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1168

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**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

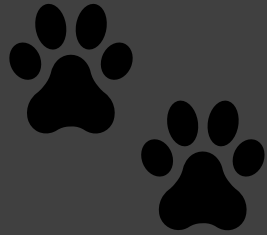
***“Boba”***



- **Siberian Husky**
- **Female**
- **5 years, 4 weeks**
- **98 pounds**
- **ID #49970**





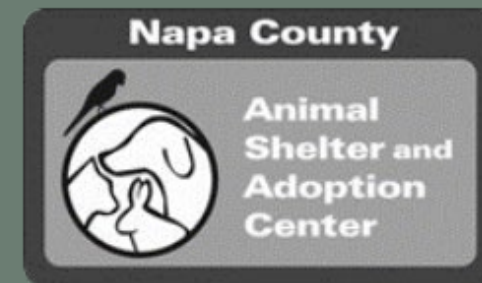


*Find Boba at:*

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

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Go to [countyofnapa.org](http://countyofnapa.org) and search "Pet Adoptions"





# 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:** 6/17/2025

**File ID #:** 25-1068

**TO:** Board of Supervisors  
**FROM:** Tracy Cleveland - Agricultural Commissioner/Sealer of Weights & Measures  
**REPORT BY:** Jaspreet Faller - Staff Services Analyst  
**SUBJECT:** Amendment No. 1 to Revenue Agreement with California Department of Food & Agriculture

### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 240183B with the California Department of Food and Agriculture to increase the contract maximum by \$55,190 for a new maximum of \$97,611 and to extend the term to December 31, 2027 for reimbursement of expenditures associated with protecting the biodiversity of native ecosystems and abatement of noxious weed and other invasive plant infestations within the County of Napa. (Fiscal Impact, \$55,190 Revenue; General Fund; Budgeted; Mandatory)

### **BACKGROUND**

On November 7, 2023 the Board approved a new revenue agreement with California Department of Food and Agriculture (CDFA) for a maximum of \$42,421 for the term July 1, 2023 through June 30, 2025 for reimbursement for surveying, mapping, manual removal of noxious weeds and invasive plants within the County. CDFA has subsequently identified \$55,190 to continue the efforts of the noxious weed program.

#### Requested Actions:

1. Approve and authorize Amendment No. 1 to Agreement No. 240183 with CDFA;
2. Designate CEO or Department Head to sign and execute grant related documents moving forward.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Agricultural Commissioner
Is it Mandatory or Discretionary?	Mandatory

Is the general fund affected?

Yes

Future fiscal impact:

The agreement expires December 31, 2027. The department will include the anticipated revenue in their FY26-27 requested budget.

Consequences if not approved:

If this item is not approved, the County will not receive funding for the program.

**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 § 15601 (b)(3)].

Adoption of Categorical Exemption Class 6: 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. The project will not impact an environmental resource of hazardous or critical concern, has no cumulative impact, there is no reasonable possibility that the activity may have a significant effect on the environment due to unusual circumstances, will not result in damage to scenic resources, is not located on a list of hazardous waste sites, cause substantial adverse change in the significance of a historical resource or extract groundwater in excess of the Phase 1 groundwater extraction standards as set by the Department of Public Works. [See Class 6 (“Information Collection”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15306.]

Adoption of Categorical Exemption Class 8: 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 8 (Actions by Regulatory Agencies for Protection of the Environment”) which may be found in the guidelines for the implementation of the California Environmental Quality Act at 14 CCR §15308.]

**AMENDED COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER **23-0296-000-SA**  
AMENDMENT NUMBER **1**

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

RECIPIENT'S NAME

**COUNTY OF NAPA**

2. The term of this Agreement is: July 1, 2023 through December 31, 2027

3. The maximum amount of this Agreement is: \$97,611.30

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

Paragraph two (2) of the Agreement is hereby amended to extend the expiration date from June 30, 2025, to a new expiration date of December 31, 2027.

Paragraph three (3) of the Agreement is hereby amended to increase the Agreement by \$55,190.30 for a new total not to exceed \$97,611.30.

A Budget for the increased amount is attached (1 Page) and is hereby incorporated into the Agreement.

Revised Reporting/Invoicing Schedule (1 Page).

The increase in funds and time extension is due to additional available money.

All other terms and conditions of this Agreement shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)

**COUNTY OF NAPA**

Approved as to form:

*[Signature]* June 2, 2025 Doc. No. 132541

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1710 Soscol Avenue, Suite 3, Napa, CA 94559-1315

**STATE OF CALIFORNIA**

AGENCY NAME

**DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ANDREA PERKINS, STAFF SERVICES MANAGER I, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

CJ

## Revised Reporting/Invoicing Schedule

Important Dates:	
Invitation to Submit Grant Applications	September 15, 2022
Grant Application Due	October 31, 2022 at 11:59pm PDT
Review Process	November 1 – December 31, 2022
Announcement and Award Funding	January 15, 2023
Grants Awarded	June 30, 2023
Mid-Year Reports	October 15, 2023, October 15, 2024, October 15, 2025, October 15, 2026, and October 15, 2027
Expense Deadline	December 31, 2027
Final Report	January 31, 2028
Final Invoice Due	February 15 2028

## Noxious Weed Grant Program Budget

County of Napa

July 1, 2023 - December 31, 2027

	CDFA Funding	Add Funds	Cost Share
<b>Personnel Services - Weed Control (Mapping &amp; Admin)</b>			
Title: Ag/W&M Inspector I-III	\$8,396.85	\$21,360.00	\$0.00
Title: Ag/W&M Inspector IV	\$768.88	\$13,240.00	\$0.00
Title: Deputy	\$898.57	\$7,050.00	\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
Title:	\$0.00		\$0.00
<b>Subtotal Personnel</b>	<b>\$10,064.30</b>	<b>\$41,650.00</b>	<b>\$0.00</b>
<b>Operating Expenses</b>			
<b>Supplies: (must be itemized)</b>			
Office Supplies - toner, paper, etc.	\$31.25	\$50.00	\$200.00
Drone Mapping program subscription	\$600.00	\$600.00	\$0.00
<b>Equipment: (must be itemized)</b>			
weed wacker	\$0.00	\$250.00	\$0.00
PPE for staff	\$0.00	\$600.00	\$0.00
<b>Herbicides: (must be itemized)</b>			
Type:			
Amount: Cost:	\$0.00		\$0.00
Type:			
Amount: Cost:	\$0.00		\$0.00
Type:			
Amount: Cost:	\$0.00		\$0.00
<b>Other: Contractor</b>			
RCD	\$29,178.12	\$0.00	\$0.00
			\$0.00
<b>Mileage for Weed Control</b> \$0.655 x (47.71 miles)	\$31.25		
<b>Mileage for Weed Control</b> \$0.70 x (2,325.42 miles)	\$0.00	\$1627.80	\$0.00
<b>Subtotal Operation</b>	<b>\$29,840.62</b>	<b>\$3,127.80</b>	<b>\$200.00</b>
<b>Allowable Costs: (Not more than 10% of the award may be used for meetings, travel, administration, and coordination costs - i.e. \$42,421 CDFA Funding award total has max of \$4,242.10 for all combined)</b>			
Meetings	\$0.00		\$0.00
Travel	\$0.00		\$0.00
Administration	\$0.00		\$0.00
Coordination	\$0.00		\$0.00
<b>Mileage for Meetings, Training, Coordination</b> \$0.625 x (Miles)	\$0.00		\$0.00
<b>Subtotal</b>	<b>\$39,904.92</b>	<b>\$44,777.80</b>	<b>\$200.00</b>
<b>Indirect* (Max 25% of Personnel Costs)</b>	<b>\$2,516.08</b>	<b>\$10,412.50</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$42,421.00</b>	<b>\$55,190.30</b>	<b>\$200.00</b>
<b>Grant Total CDFA Funding</b>	<b>\$42,421.00</b>	<b>\$55,190.30</b>	
<b>Grant Total Cost Share</b>			<b>\$200.00</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-88

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**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

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### **RECOMMENDATION**

Approval of minutes from the June 3, 2025 regular 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](http://www.countyofnapa.org)

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**Tuesday, June 3, 2025**

**9:00 AM**

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

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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

**Executive Director of Napa Monarch Justice Center Michelle Farhat led the assembly in the Pledge of Allegiance.**

3. PET OF THE WEEK

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

[25-177](#)

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



## 4. APPROVAL OF PROCLAMATIONS AND COMMENDATIONS

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

- A. Presentation of a Proclamation recognizing June 2025 as “Pride Month” in Napa County. (No Fiscal Impact)

[25-840](#)

**Chair Anne Cottrell presented the proclamation.**

**LGBTQ Connection (Napa) Youth Programs Coordinator Adriana Rodriguez-Perez received the proclamation and made presentation.**

**Director of LGBTQ Connection (Napa) Bailey received the proclamation and made presentation.**

- B. Presentation of a Proclamation recognizing June 2025 as “Elder Abuse Awareness Month” in Napa County. (No Fiscal Impact)

[25-842](#)

**Supervisor Liz Alessio presented the proclamation.**

**Deputy Director of Health and Human Services Comprehensive Services for Older Adults Aaron Cadore received the proclamation and made presentation.**

**District Attorney Victim Witness Program Manager Erin Harper received the proclamation and made presentation.**

## 5. CONSENT CALENDAR - SPECIAL DISTRICTS

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

## Napa County Groundwater Sustainability Agency

- A. Approve and authorize Amendment No. 1 to Agreements No. 230107B, 230108B, and 230110B with Dr. Mathias Kondolf, Resource Conservation District, and Mr. Albert Filipelli, respectively, to serve on the Groundwater Technical Advisory Group for the Napa County Groundwater Sustainability Agency annually for three Fiscal Years. (Fiscal Impact: \$106,663 Expense; General Fund; Budgeted; Discretionary) [25-916](#)

**Enactment No:** A-230107B Amend. 1; A-230108B Amend. 1;  
A-230110B Amend. 1

- B. Approve and authorize Amendment No. 4 to Agreement No. 210015B (NCGSA) with Luhdorff & Scalmanini Consulting Engineers, with a term through June 30, 2027, for a new contract maximum of \$4,589,623 for additional services to support the implementation of the Groundwater Sustainability Plan and three implementation Workplans. (Fiscal Impact: \$2,408,915 Expense; Groundwater Sustainability Agency Special Revenue Fund; Budgeted; Discretionary). [25-924](#)

**Item pulled for discussion. See Item 9.**

**Enactment No:** A-210015B (NCGSA) Amend. 4

## Monticello Public Cemetery District

- C. Approve a Budget Amendment to increase appropriations in the amount of \$7,500 for the Monticello Public Cemetery District to fund operations and maintenance for Fiscal Year 2024-25. (Fiscal Impact \$7,500 Expense; Monticello Public Cemetery District; Not Budgeted; Discretionary) [25-878](#)  
[4/5 vote required]

## Napa Berryessa Resort Improvement District

- D. Approve and authorize Agreement No. 250410B (NBRID) with Telstar Instruments for the Water and Wastewater Facility Supervisory Control and Data Acquisition Replacement Project, NB 24-01; and approve a Budget Amendment. (Fiscal Impact: \$250,000 Expense; Napa Berryessa Resort Improvement District Fund; Not Budgeted; Discretionary) [25-463](#)  
[4/5 vote required]

**Enactment No:** A-250410B (NBRID)

## 6. CONSENT CALENDAR

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

## Auditor-Controller

- A. Accept and file the quarterly report for the Napa County Housing Authority for the quarter ended March 31, 2025. (Fiscal Impact: None; Discretionary) [25-805](#)
- B. Accept and instruct the Clerk of the Board to file the review of the Amazon Capital Services e-Commerce Procurement Program for the Period of July 1, 2024 - March 31, 2025. (Fiscal Impact: None, Discretionary) [25-917](#)

## Clerk of the Board

- C. Approval of minutes from the May 20, 2025 regular meeting. (No Fiscal Impact) [25-87](#)

## County Executive Office

- D. Approve and authorize the allocation of Board of Supervisors' District 5 community grant funds to the American Canyon Parks and Recreation Department to sponsor Community Summer Swim Days for all community members to access physical activity and community engagement. (Fiscal Impact: \$1,250 Expense; Budgeted; General Fund; Discretionary) [25-944](#)
- E. Approve transmittal of the proposed response to the 2024-25 Grand Jury Report titled, "The Votes Are In - and Were Counted Securely and Accurately: A Look Inside Napa County's 2024 General Election Process," to the Presiding Judge as prescribed by Section 933 of the Penal Code. (No Fiscal Impact; Mandatory) [25-947](#)
- F. Approve and authorize allocation of Board of Supervisors' District 4 community grant funds to Arts Council Napa Valley's Visual and Performing Arts Student of the Year Celebration to provide support and community benefit. (Fiscal Impact: \$1,000 Expense; Budgeted; General Fund; Discretionary) [25-963](#)
- G. Adopt a Resolution continuing the State of Local Emergency Due to Pervasive Tree Mortality. (No Fiscal Impact, Discretionary) [25-964](#)

**Enactment No:** R-2025-55

## County Fire Department

- H. Adopt a Resolution amending the Fire Services Advisory Committee Bylaws to reflect the new meeting location and incorporate stylistic changes. (No Fiscal Impact; Discretionary) [25-903](#)

**Enactment No: R-2025-56**

## Health and Human Services Agency

- I. Approve and authorize Amendment No. 1 to Agreement No. 250202B with Winston's Community Unity Project to increase the contract maximum by \$43,601 for a new contract maximum of \$93,600 for Fiscal Year 2024-2025, and each subsequent renewal, to continue operating a café at the County's Health and Human Services Agency South Campus location. (Fiscal Impact: \$93,600 Expense; Health and Human Services Agency Fund; Budgeted; Discretionary) [25-880](#)

**Enactment No: A-250202B Amend. 1**

- J. Approve and authorize Amendment No. 7 to Lease Agreement No. 160001B with Calistoga Rental Homes, LLC, for the term January 6, 2016 through December 31, 2027 allowing the removal of office suites pursuant to terms and conditions. Approve and Authorize Lease Agreement No. 260023B with UpValley Family Centers for the term July 1, 2025 through March 31, 2028 for the purpose of supporting a partnership between Health and Human Services Agency and UpValley Family Centers in an embedded model enhancing our ability to provide integrated access to critical services for residents. (Fiscal Impact: \$8,400 Expense; Health and Human Services Agency Fund, Budgeted; Discretionary) [25-900](#)

**Enactment No: A-160001B Amend. 7; A-260023B**

## Information Technology Services – Division of CEO's Office

- K. Approve and authorize Amendment No 4 to Agreement No. 170687B with Megabyte Systems, Inc. and its corresponding Budget Amendment, for the continuation of scanning records for Napa County Assessor-Recorder-County Clerk, increasing agreement amount by \$77,500 for a new project maximum of \$126,285. (Fiscal Impact: \$77,500 Expense; Information Technology Services Fund; Not budgeted; Discretionary) [25-825](#)  
[4/5 vote required]

**Enactment No: A-170687B Amend. 4**

## Library

- L. Approve and authorize Amendment No. 1 to Agreement 240310B with Imperial County Office of Education for a new contract maximum of \$250,000, for the term July 1, 2025 through July 1, 2030, to upgrade the current CalREN connection at the Napa Library to 10 Gbps. (Fiscal Impact: \$50,000 Expense; Library Fund; Budgeted; Discretionary) [25-837](#)

**Enactment No: A-240310B Amend. 1**

- M. Approve and authorize Agreement No. 250419B, waive competitive procurement requirements and award sole source to NC Moving and Storage Solutions, for specialized moving and storage services for the “American Canyon Library Remodel,” PW 25-09; and approve a Budget Amendment. (Fiscal Impact: \$100,000 Expense; Library Fund; Not Budgeted; Discretionary) [25-877](#)  
[4/5 vote required]

**Enactment No: A-250419B**

## Planning, Building and Environmental Services (PBES)

- N. Approve and authorize Agreement No. 250418B with Byrne Software Technologies, Inc. for a term through June 30, 2026, for a contract maximum of \$151,900, to provide specialized software implementation and data migration services for the Environmental Health record types into the County’s Accela SaaS platform. (Fiscal Impact: \$151,900 Expense; General Fund; Budgeted; Discretionary) [25-901](#)

**Enactment No: A-250418B**

- O. Approve and authorize Amendment No. 3 to Agreement No. 200181B with Luhdorff & Scalmanini Consulting Engineers, increasing the maximum compensation by \$150,000 per year for a total contract maximum of \$397,300 to extend the term to June 30, 2026, in order to provide a Final Draft and documentation for a Final Water Availability Analysis and technical support, and provide assistance with related revisions to its Chapter 13.15 of the Groundwater Conservation Ordinance. (Fiscal Impact: \$150,000 Expense; General Fund; Budgeted; Discretionary) [25-925](#)

**Enactment No: A-200181B Amend. 3**

## Probation

- P. Approve and authorize Agreement No. 260004B with ParentsCAN to provide Parent Project classes for minors under supervision and prevention-oriented parenting and family support. (Fiscal impact: \$96,786 Expense; General Fund; Budgeted; Discretionary) [25-619](#)

**Enactment No: A-260004B**

- Q. Approve and authorize Agreement No. 260002B with ALDEA Children and Family Services for services for at-risk youth and minors on probation. (Fiscal impact: \$296,856 Expense; General Fund; Budgeted; Discretionary). [25-667](#)

**Enactment No: A-260002B**

Public Works

- R. Approve and authorize amendments to Agreement Nos. 200021B, 200022B, and 200023B with the City of American Canyon, the City of Napa, and the Town of Yountville, respectively, to extend the term of the agreements for County-provided animal shelter services to June 30, 2026 or until successful successor agreements are executed by the parties. (Fiscal Impact: \$1,858,306 Revenue; Animal Shelter Fund; Budgeted; Discretionary) [25-666](#)

**Enactment No: A-200021B Amend. 1; A-200022B Amend. 1; A-200023B Amend. 1**

[25-678](#)

- S. Award a Construction Contract to Coral Construction Company for the 2025 Annual Guardrail Repair, RDS 25-04; approve a Budget Amendment; and approve and authorize Agreement No. 250426B with Duckhorn Wine Company to accept a contribution of \$34,081, toward the 2025 Annual Guardrail Repairs. (Fiscal Impact: \$462,666 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)  
[4/5 vote required]

**Enactment No: A-250426B**

[25-807](#)

- T. Approve and authorize Agreement No. 260015B with Energy Endeavors dba Westcoast Solar Energy to provide solar photovoltaic systems cleaning, inspection, and maintenance services at various County locations with a contract term of July 1, 2025 through June 30, 2028, with two one-year automatic renewal options. (Fiscal Impact: \$98,100 Expense; Various Funds; Budgeted; Discretionary)

**Enactment No: A-260015B**

[25-813](#)

- U. Approve Amendment No. 5 to Agreement No. 240200B with Kimley-Horn to provide consultant services to prepare additional engineering and environmental studies for Alternative Alignment 4 for the Napa Valley Vine Trail segment from Yountville through St. Helena. (No Fiscal Impact, Discretionary)

**Enactment No: A-240200B Amend. 5**

[25-861](#)

- V. Acknowledgment of the withdrawal of an appeal filed by Fred Eppright on behalf of FTM Investments, LP of the Zoning Administrator's February 26, 2025 approval of Use Permit Minor Modification No. P23-00230 for Parable Winery.

- W. Award of Construction Contract to O.C. Jones & Sons, Inc. of Berkeley, CA in the amount of \$2,743,100 for the “Cuttings Wharf Road Paving Project” RDS 25-22; and approve a Budget Amendment. (Fiscal Impact \$3,506,720 Expense; Measure T Non-Operating Special Revenue Fund; Not Budgeted; Discretionary) [25-920](#)  
[4/5 vote required]
- X. Approve the Plans and Specifications for the “East County Roads Paving Project,” RDS 25-11, authorization to advertise for sealed bids and opening of the bids at a time, date, and location to be published by the Director of Public Works pursuant to Section 20150.8 of the Public Contract Code. (No Fiscal Impact; Discretionary) [25-945](#)

7. PUBLIC COMMENT

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

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

**Supervisor Belia Ramos reported on the passing of 4-H Youth Program Coordinator Jim O'Neill. Jim began his service with Napa County in March 2000. His participation and dedication to providing many generations of youth with hands-on experience, opportunities, and guidance over several decades is invaluable. Condolences were offered to his family, friends, and colleagues.**

**Supervisor Joelle Gallagher reported on attending the annual Motherhood Awards fundraiser last Sunday sponsored by the American Lung Association. One of the sponsors was the Bay Area Air Quality Management District (BAAQMD), of which Supervisor Gallagher is a Board Member. A statistic mentioned was 50% of women who are diagnosed with lung cancer are non-smokers, and cases are on the rise. Supervisor Gallagher also reported on attending meetings of Generation Housing, an organization that has worked with Napa County on providing statistics on the type of housing Napa County needs to build and who to serve.**

**Supervisor Liz Alessio reported on attending a Mentis event - Transforming Mental - with guest speaker Brandon Staglin of One Mind that was also attended by Director of Health and Human Services Jennifer Yasumoto and Deputy Director of Health and Human Services Behavioral Health Cassandra Eslami. Supervisor Alessio also reported on an upcoming Operation Love from Home event that will be held on Saturday, June 14, 2025 at 9:30 a.m. at the Napa Valley Community College Gymnasium to assemble 1,000 care packages for deployed service members. Volunteers are needed, as well as thank you cards.**

**Supervisor Amber Manfree reported on attending a Berryessa Highlands Community Meeting sponsored by Napa Communities Firewise Foundation last Saturday. Supervisor Manfree also reported on attending a Tulocay Cemetery gate and Juarez Building dedication, a building that was recently renovated to showcase the local cemetery's rich history.**

**Chair Anne Cottrell reported on the Sheriff's Citizens Academy, a 12-week program that was recently completed by her Board Aide, Leah Doyle Stevens. Chair Cottrell attended the Academy's Sheriff's Mounted Posse Night and Search and Rescue sessions and acknowledged the program's great opportunity for residents to learn about the Sheriff's services and encouraged other members of the community to participate.**

**Supervisor Belia Ramos reported on her recent trip to Washington, DC in conjunction with the Metropolitan Transportation Commission to advocate for surface transportation block grant dollars. Previous funds received were invested in the Napa Valley Vine Trail, as well as for the Green Island Improvement District for the roads that lead to wine warehouses in the South County. Supervisor Ramos reported as a Board Member of the Bay Area Association of Latino Elected and Appointed Officials (BAYLEO) she welcomed attendees to a summit held last Friday and Saturday in Napa. The summit was well attended and included local officials, such as Sheriff Oscar Ortiz.**



## 9. DISCUSSION OF ITEMS PULLED FROM CONSENT CALENDARS

- 5B

**Vice-Chair Amber Manfree made presentation.**

**Planning, Building, and Environmental Services Natural Resources Conservation Manager Jamison Crosby made presentation.**

**Discussion held.**

**Motion Text: Approve the requested action.**

**Voting Yes: Manfree, Gallagher, Alessio, Ramos, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

## 10. ADMINISTRATIVE ITEMS - SPECIAL DISTRICTS

**None**

## 11. ADMINISTRATIVE ITEMS

Clerk of the Board

- A. Appoint one of the following three applicants to serve on the Napa County Airport Advisory Commission representing Local Chamber of Commerce for position whose terms of office to commence immediately and expire on September 17, 2025. (No Fiscal Impact)

[25-713](#)

Robert E. DeYoung

Jason Johnson

Stephen L. Waller

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

**Discussion held.**

**Motion Text: Approve the appointment of Robert E. DeYoung.**

**Voting Yes: Alessio, Manfree, Gallagher, Ramos, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

## Public Works

- B. Receive update on the status of Lake Berryessa Concessions and the new Mussel Program at Lake Berryessa; and approve and authorize Amendment No. 1 to Agreement No. 8671B with WhiTim Napa LLC (in conjunction with Camp Margaritaville Resorts). (No Fiscal Impact; Discretionary) [25-437](#)

**Director of Public Works Steven Lederer made presentation.**

**Lake Berryessa Concessions Manager Leigh Sears made presentation.**

**Five (5) people spoke during public comment.**

**Camp Margaritaville Resorts Project Manager Tim Wilkens made presentation.**

**Discussion held.**

**Motion Text: Approve the requested action.**

**Voting Yes: Ramos, Alessio, Gallagher, Manfree, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

**Enactment No: A-8671B Amend. 1**

## County Executive Office

- C. Receive a presentation, create a new capital improvement project, and approve related budget amendments for repurposing the Reentry Facility as the HHSA Behavioral Health Treatment Center. (Fiscal Impact: \$8.2 million expense-AB109 Public Safety Realignment Funds, \$300,000 Expense-Health & Human Services Agency, \$500,000 Expense - Capital Improvement Project 25005 Reentry Facility Acquisition; Not Budgeted; Discretionary) [25-910](#)  
[4/5 vote required]

**Correction memorandum provided.**

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

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

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

**Discussion held.**

**Motion Text: Approve the requested actions.**

**Voting Yes: Ramos, Alessio, Gallagher, Manfree, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

- D. Receive presentation of Facilities Master Plan development including conceptual design, financing plan, and recommended implementation plan. (No Fiscal Impact, Discretionary) [25-883](#)

**Director of Public Works Steven Lederer made presentation.**

**LPA Studio Director Julian Watt made presentation.**

**LPA Managing Director Chris Lentz made presentation.**

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

**Three (3) people spoke during public comment.**

**Discussion held.**

**Direction provided to staff.**

## 12. PUBLIC HEARING - SPECIAL DISTRICTS

## Napa County Housing Authority

- A. Conduct a public hearing to consider any objections or protests with respect to the proposed assessment for Fiscal Year 2025-26; and adopt a Resolution authorizing and levying assessments for Fiscal Year 2025-26 on qualifying property owners in the amount of \$14 per planted acre. (Fiscal Impact: \$659,339 Revenue; County Service Area No. 4 Fund, Budgeted, Discretionary) [25-885](#)

**Chair Anne Cottrell opened the public hearing**

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

**Discussion held.**

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

**Motion Text: Adopt the Resolution.**

**Voting Yes: Alessio, Manfree, Gallagher, Ramos, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

**Enactment No: R-2025-02 (NCHA)**

## 13. PUBLIC HEARINGS

## Agricultural Commissioner

- A. Conduct a public hearing to consider any objections or protests with respect to the assessments proposed for the District for FY 2025-26 and adopt a Resolution authorizing and levying assessments for FY 2025-26 on qualifying properties. (Fiscal Impact: \$385,000 Revenue; General Fund; Budgeted; Discretionary) [25-726](#)

**Chair Anne Cottrell opened the public hearing**

**Agricultural Sealer of Weights and Measures Tracy Cleveland made presentation.**

**Chair Anne Cottrell closed the public hearing**

**Motion Text: Adopt the Resolution.**

**Voting Yes: Gallagher, Ramos, Alessio, Manfree, and Cottrell**

**Voting No: None**

**Recusals: None**

**Result: Passed**

**Enactment No: R-2025-57**

## Public Works

- B. Introduction and intent to adopt an Ordinance amending section 10.12 (County Parking Lots) of the Napa County Code to provide flexibility related to Electric Vehicle Charging Station Parking Stalls, Parking in Loading Docks, adding certain County officers or employees who are authorized to enforce parking provisions, providing clarification about property removed from a County parking lot, and other minor edits to reinforce that the ordinance includes County-owned and operated parking lots. (No Fiscal Impact; Discretionary) [25-845](#)

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

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

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

**Motion Text:** Approve the motion of intent to adopt the Ordinance.  
**Voting Yes:** Ramos, Alessio, Gallagher, Manfree, and Cottrell  
**Voting No:** None  
**Recusals:** None  
**Result:** Passed

## 14. CLOSED SESSION

- A. Conference with Legal Counsel - Existing Litigation (Government Code Section 54956.9(d)(1)) [25-943](#)  
Name of case: Alexandria M. Etzel v. Brianna Lynn Jones, and County of Napa, Napa Superior Court Case No. 24CV001832

**Chief Deputy County Counsel Thomas C. Zeleny reported the following: On May 6, 2025, the Board met in closed session and voted unanimously to approve a settlement offer of \$63,000. The settlement has been accepted by the plaintiff, and this matter has been resolved.**

## 15. ADJOURNMENT

**ADJOURN TO THE BOARD OF SUPERVISORS REGULAR MEETING, MONDAY, JUNE 16, 2025 AT 6:00 P.M. IN MEMORY OF JIM O'NEILL.**

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1050

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**TO:** Board of Supervisors  
**FROM:** JC Greenberg, Deputy County Fire Chief  
**REPORT BY:** Stacie McCambridge, Staff Services Manager  
**SUBJECT:** Surplus, Removal from Asset List, and Disposal of Capital Asset #27211, a 2007 Chevrolet Tahoe.

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### **RECOMMENDATION**

Approve and authorize declaring Capital Asset No. 27211, a 2007 Chevrolet Tahoe, to be surplus, removed from the capital asset list and sold at public auction. (Fiscal Impact: \$5,000 Revenue; Fire Fund; Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

As a general practice, the County Fire Department attempts to fully depreciate vehicles before identifying them as surplus vehicles. Vehicles that have been fully depreciated may be retained if their maintenance costs and condition warrant continued use. In some instances, some vehicles and equipment are declared surplus and disposed of before they have been fully depreciated because the costs to maintain and/or repair them are not justified.

The Napa County Fire Department currently has a 2007 Chevrolet Tahoe, Capital Asset No. 27211, that has outlived its useful life and has been taken out of service. With its life span approaching the 20-year mark, staff believes it would not be fiscally responsible to invest in an outdated emergency vehicle that will continue to require repairs to keep it reliable and safe for operation. Napa County Fire requests to have the vehicle declared as surplus and sold at public auction.

California Government Code section 25504 provides authorization to the county purchasing agent for the direct sale of surplus personal property. California Government section 25363 authorizes the Board of Supervisors, upon four-fifths vote, to sell at public auction and convey to the highest bidder for cash, any property belonging

to the County and not required for public use.

The County Fire Department intends to use the services of JJ Kaness Auction in Dixon, California. The proceeds from the sale will be recorded to the Department's Fire Protection Fund.

**Requested Actions:**

1. Declare Capital Asset No. 27211, a 2007 Chevrolet Tahoe, as surplus and no longer required for public use; and
2. Authorize the Auditor-Controller to remove this surplus asset from the capital asset listing; and
3. Authorize the sale of the surplus capital asset vehicle at public auctions.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fire Fund Revenues
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Capital Asset No. 27211 has outlived its usefulness, has been removed from service, and is no longer required for public use.
Is the general fund affected?	No
Future fiscal impact:	Money received from the sale of the vehicle will be deposited back into the Fire Fund Revenue Account.
Consequences if not approved:	The repairs are starting to outweigh the value of the vehicle. A sitting vehicle would allow for further deterioration and continue to devalue the vehicle.

**ENVIRONMENTAL IMPACT**

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



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-970

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**TO:** Board of Supervisors  
**FROM:** Brian D. Bordona - Director of Planning, Building and Environmental Services  
**REPORT BY:** Donald Barrella - Principal Planner  
**SUBJECT:** Approval of Amendment No. 2 to Agreement No. 200199B with Land Logistics, Inc.

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### **RECOMMENDATION**

Approve and authorize Amendment No. 2 to Agreement No. 200199B with Land Logistics Inc., to increase the maximum to \$115,074 and extend the term to June 30, 2026 with an automatic rollover for two additional fiscal years to provide Surface Mining and Reclamation Act lead agency inspections for the Napa Quarry facility. (Fiscal Impact: \$47,895 Expense; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

On November 25, 2019 the County signed a Professional Services Agreement (Agreement) with Land Logistics Inc. to obtain specialized services, as authorized by Government Code section 31000, in order to conduct annual SMARA (Surface Mining and Reclamation Act) lead agency inspections required under Public Resources Code Section 2774 for the Napa Quarry Facility (Mine ID #91-28-0004) and associated Surface Mining Permit (#P08-00337-SMP). The original agreement had a maximum compensation of \$26,904 and expired on June 30, 2022.

The first amendment to the Agreement occurred on May 17, 2022, to authorize the extension of the term of the original Agreement to expire on June 30, 2023, with an automatic rollover for two more fiscal years and increase the maximum compensation to \$67,179.

The Director of Planning, Building and Environmental Services (PBES) would like to increase the maximum compensation to \$115,074 and extend the terms of the agreement to June 30, 2026, with an auto rollover for two more fiscal years. All costs of the consultant are paid for by the operator/permittee.

Annual Surface Mining Inspections and Inspection Reports (or MRRC-1 Reports) are submitted to the State



Division of Mine Reclamation (DMR) by the County to determine if the operation is in compliance with Surface Mining and Reclamation Act (SMARA) and permit conditions. The MRRC-1 Report also provides the opportunity to annually review and adjust the Quarry's Financial Assurance Cost Estimate (FACE).

To provide a more robust and consistent inspection and reporting process, and MRRC-1 Reports, PBES contracted Land Logistics to assist and support PBES with conducting and preparing the Quarry's 2019 and 2020 MRRC-1 inspections and inspection reports. Land Logistics is a firm that specializes in assisting government agencies only with SMARA inspection and reporting.

While SMARA is primarily intended to implement State mining requirements, the Annual MRRC-1 Report is the key SMARA Lead Agency reporting and compliance tool and is the mechanism the County is utilizing to report and document Quarry compliance with both the Facility's Surface Mining Permit (SMP - #P08-00337-SMP) and SMARA.

The Napa Quarry SMP was approved on appeal by the Board of Supervisors on October 18, 2016: upholding the Planning Commission's November 18, 2015, approval of the Quarry's SMP. In August of 2022, Vulcan Materials Company acquired Syar Industries Inc., and has been operating the facility, and doing business as Napa Quarry since.

#### Requested Action:

Approve and authorize Amendment No. 2 to Agreement No. 200199B with Land Logistics Inc., to increase the maximum to \$115,074 and extend the term to June 30, 2026 with an automatic rollover for two additional fiscal years to provide Surface Mining and Reclamation Act lead agency inspections for the Napa Quarry facility.

#### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Budgeted in CEQA subdivision 17000-02
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This amendment is necessary in order to continue robust and consistent inspections and inspection reports of the Napa Quarry facility.
Is the general fund affected?	No
Future fiscal impact:	No fiscal impact is expected to occur as a result of this amendment because the costs will be passed on to the project permittee/operator.

Consequences if not approved:

Robust and consistent inspections of the Napa Quarry could be compromised.

### **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.

**AMENDMENT NO. 2  
NAPA COUNTY AGREEMENT NO. 200199B**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AMENEMENT NO. 2 OF NAPA COUNTY AGREEMENT NO. 200199B** (the Agreement)(previously referred to as Napa County Agreement No. 200199C) 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 Land Logistics, Inc., an S-Corporation whose mailing address is 216 F Street #38, Davis, CA 95616, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200199C on November 25, 2019, to obtain specialized services, as authored by Government Code section 31000, in order to conduct annual SMARA (Surface Mining and Reclamation Act) lead agency inspections required under Public Resources Code Section 2774 for the Syar Napa Quarry Facility (Mine ID #91-28-0004) and associated Surface Mining Permit (#P08-00337-SMP) (the Project); and

**WHEREAS**, in May of 2022, COUNTY and CONTRACTOR amended the Agreement to increase the maximum compensation payable to CONTRACTOR for services during Fiscal Year 2022/2023 and future fiscal years, and to extend the term of the Agreement; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to amend the Agreement to increase the maximum compensation payable to CONTRACTOR for services during Fiscal Year 2025/2026 and future fiscal years; and

**WHEREAS**, COUNTY and CONTRACTOR now wish to amend the Agreement to extend the term of the Agreement.

**TERMS**

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Paragraph 1 is hereby 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 June 30, 2026, 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). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to extend two (2) additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For the purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 is hereby amended to read as full in follows:

**2. Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A", attached to Agreement No. 200199B and Exhibit "A-1", attached hereto, incorporated by reference herein.

3. Paragraph 3(c) is hereby amended to read as full in follows:

**3. Compensation.**

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the total maximum payments under this Agreement shall be a total of One Hundred Fifteen Thousand and Seventy-Four Dollars and No Cents (\$115,074.00) for professional services; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.

*[Rest of Page Intentionally Left Blank]*

4. Except as otherwise provided herein, the terms and provisions of this Agreement shall remain in full force and effect.

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

LAND LOGISTICS, INC.

By B. Millar  
BRIAN MILLAR, President and Secretary

"CONTRACTOR"

NAPA COUNTY

By \_\_\_\_\_  
ANNE COTRELL, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Laura J. Anderson (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 28, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## **EXHIBIT “A-1”**

### **SCOPE OF WORK**

CONTRACTOR shall provide COUNTY with the following services:

#### **I. DESCRIPTION OF SERVICES**

See Attached. For purposes of this Exhibit “A-1”, references in the Attachment to Land Logistics, Inc. shall mean CONTRACTOR.

**II. 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 COUNTY 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.

# **Proposal to County of Napa for Continued Annual SMARA Inspection Services/SMARA Services for the Syar/Vulcan Materials Napa Quarry Facility Mine CA MINE ID# 91-28-0004**



## **INTRODUCTION AND APPROACH**

### ***Project Understanding***

The Surface mining and Reclamation Act (SMARA) of 1975 (SMARA Public Resources Code [PRC] § 2710 *et seq.*) prohibits surface mining operations in California without first obtaining lead agency approval of a reclamation plan and submitting financial assurances sufficient to reclaim the site in accordance with the reclamation plan. Reclamation plans describe, in detail, how lands disturbed by mining activities will be reclaimed to a condition that is readily adaptable for



alternative land uses following the completion of surface mining activities. Financial assurances are required to guarantee that sufficient funds would be available for the lead agency to reclaim disturbed lands in accordance with the approved reclamation plan should the mining operator fail to do so. Financial assurances are required to be reviewed annually by the lead agency to determine adequacy based on annual changes in the amount of land that is subject to reclamation and changes to reclamation costs.

The County of Napa serves as the lead agency under SMARA for the Syar Napa Quarry Mine (CA MINE ID# 91-28-0004) currently operated by Vulcan Materials (formerly Syar Industries). The County of Napa desires that a minimum of two field inspections be conducted of the site for the 2025 SMARA cycle beginning in mid-December and a second inspection prior to April 30, 2026.

There is one (1) mine site within the County of Napa, which produces quarry rock, and is currently active as it was recently permitted by the County and is currently on the State of California's AB3098 List (dated May 6, 2025).

This scope of services is submitted in response to the County's request for Land Logistics to provide SMARA lead agency support services and technical support related to the mining operation under the jurisdiction of the County of Napa. The inspections would commence with the 2025 annual SMARA inspections pursuant to the requirements outlined for the SMARA annual inspections as required under Public Resources Code Section §2774. (b), which requires that the lead agency shall conduct an inspection of a surface mining operation within six (6) months of receipt by the lead agency of the surface mining operation's report submitted pursuant to Section 2207 for compliance with the provisions of SMARA. It is assumed that the annual reporting operations reports (MRRC-2) were received by the County of Napa by July 1, 2025.



Land Logistics understands that achieving compliance requires sensitivity to the perspective of operational and reclamation issues important to the mining operators while meeting the permitting and reporting requirements.

Land Logistics team members have extensive experience working at the local level to achieve compliance in a changing regulatory environment. Land Logistics understands that such tasks sometimes require sensitivity and finesse to achieve compliance with permit conditions and SMARA requirements. Land Logistics also understands that mining operators with limited resources require creative solutions to

achieving compliance with permit conditions and SMARA requirements.

Land Logistics maintains an excellent working relationship with the Department of Conservation – Division of Mine Reclamation (DMR) and the State Mining and Geology Board (SMGB). (In fact, our proposed lead staff on this project, Nash Gonzalez, completed service as the Chair of the SMGB in 2015.) Land Logistics staff has been viewed as agency staff by the Division of Mine Reclamation and the SMGB with no perception of conflicts of interest on the part of DMR and the SMGB. Land Logistics cooperative working relationships with DMR, mine operators, and lead agencies in the past have been a vital thread in achieving compliance with SMARA, while serving the needs and objectives of all parties, including the lead agencies and the mine operators. This is due to both Land Logistics having expertise in the field of SMARA and having personnel with work experience in local municipalities, thus understanding the local issues and agency objectives and practices.

The assignment will involve conducting detailed annual field inspections of the Syar Napa Quarry Facility Mine operated by Vulcan Materials that is subject to SMARA and preparing mine inspection reports utilizing the most current state-approved inspection forms (Form MRRC-1). The mining inspection reports will include the operational status of the mine, the mine's compliance with requirements of SMARA, and its approved reclamation plan and Conditions of Approval. Prior to field inspections Land Logistics will conduct a detailed review of the financial assurances for the mine operations and will review the mining plan, interim management plan, reclamation plan, and conditions of approval. Following the field inspection, Land Logistics will determine the adequacy of the financial assurances. Land Logistics understands that a review of pertinent documents will occur at the County of Napa, Planning, Building and Environmental Services office located at 1195 Third Street, Napa, California. This includes a review of the annual cost estimates provided by the operator to verify the adequacy of the financial assurances.

**The following mine operation is within Napa County's Lead Agency Authority under SMARA:**

1. *Syar Napa Quarry Facility Mine*

*CA MINE ID# 91-28-0004*



## SCOPE OF WORK/METHODOLOGY

### Task 1 – Review of Current entitlements

Prior to commencement of the individual mine inspection, Land Logistics will review the project file(s) of the mining operation subject to SMARA, including entitlements (use permits), reclamation plans, plan amendments, mining plans, interim management plan and all conditions of approval, as well as prior inspection reports prepared by the County. This review will serve as a baseline for conducting the inspection as well as any adjustments to the financial assurances. Land Logistics, under this task will review the County's files so that the information that has been submitted during the past year(s) is provided to Land Logistics. This will allow consistency between Land Logistics' files and those of the County of Napa.

### Task 2 – Review of Financial Assurances

Land Logistics will conduct a review of current financial assurances for the subject mine for consistency with the provisions of SMARA and the approved reclamation plans. This will include a review to determine the solvency of the bond, letter of credit or cash surety. For bonds, Land Logistics will verify the financial strength of the surety bond companies issuing the financial assurance mechanism. Land Logistics will also verify that the issuer of financial assurances is approved by the Department of Conservation – Division of Mine Reclamation. This task is to be completed following the inspection. The annual inspection shall serve as the baseline for the Financial Assurance Cost Estimate review. Additionally, Land Logistics personnel will review the annual financial assurance cost estimates (FACE) provided by the operator to the County, along with the reclamation plan, mining plan, and conditions of approval to determine the adequacy of the financial assurance amounts. Land Logistics staff will file the approved FACE with the Department of Conservation along with the revised financial assurances.

### Task 3 – Mine Inspection

Land Logistics will inspect the mine site as requested by the County of Napa by December 31, 2019, and within six (6) months of the receipt of the surface mining operations report (MRRC-2 reporting form) submitted by the operator pursuant to Public Resources Code Section 2707. Additionally, Land Logistics will conduct one (1) subsequent inspection as requested by the County no later than March 1, 2020, for a total of two (2) inspections within a twelve (12) month period.

### Task 4 – SMARA Report Preparation / Submittal

Within ninety (90) days of completing the inspections, Land Logistics will prepare and submit all reports, including the required FACE to the County for filing with the State of California utilizing the current Department of Conservation – Division of Mine Reclamation's form MRRC-1, noting Land Logistics' findings of the inspection. If the County so chooses, Land Logistics will file, on behalf of the County of Napa, the report with the California Department of Conservation – Division of Mine Reclamation (DMR). A copy of the report, along with a cover letter to the Department of Conservation will be submitted to the Planning, Building and Environmental Services Department for its files, distribution to the mine operator and for submittal to the State. In addition, Land Logistics will also provide a detailed explanation of each of the inspection points noted on attached pages to form MRRC-1. This will also include an evaluation and reporting of the financial assurances for the mine. This provides an expanded explanation beyond the standard reporting form, and will provide the Office of Mine Reclamation with

*County of Napa Annual SMARA Inspections Scope of Work and Cost Estimate for the Syar Napa Quarry*

greater detail of Land Logistics' findings. In addition, Land Logistics also proposes under this task to prepare a written recommendation regarding the release of or adjustments to the financial assurances based on the site conditions observed during the field inspection.

Under this task, Land Logistics will review the reclamation plan, conditional use permit, interim management plan (IMP), and mitigation monitoring conditions for the mine and will include in its SMARA report an analysis of Land Logistics' findings relative to compliance for the mine inspected. Land Logistics will also provide a list of corrective measures should violations of reclamation plans, use permit conditions and mitigation measures be observed. Under "Corrective Measures," Land Logistics will provide a written explanation as to how to correct any deficiencies and establish reasonable time frames for corrections to be implemented. Land Logistics staff will also discuss corrective measures with the operator in the field prior to submitting the reports, thereby allowing the operator to fully understand what is expected.

Land Logistics will file photographs for the mine site in order to document the operation, reclamation of the site and any violations noted. Each photograph will include an explanation of field observations allowing for ease of reference and provides all parties (operator, County and DMR) with specific details of the field inspection.

Land Logistics has provided the County with a scope to conduct the annual inspection(s), which includes the filing of the required annual report to the Office of Mine Reclamation as well as reviewing the financial assurances for compliance (Annual Cost Estimates and Financial Assurance Instruments). Land Logistics personnel will coordinate the inspection with the mine operator and assist the operator, if necessary with the completion of necessary documents for submittal to both the County and the State of California.

Land Logistics has provided the County with a scope to conduct the annual SMARA inspection for the Syar Napa Quarry Facility Mine, which includes the filing of the required annual report to the Division of Mine Reclamation as well as reviewing the financial assurances, including cost estimates for compliance. Land Logistics will also coordinate with County staff and the mine operator on the scheduling of the inspection, and assist the operator with the completion of necessary documents for submittal to both the County and the State of California. This would include providing assistance to the mine operator in the completion of all required documents. Land Logistics will make itself available at the County offices, on a scheduled basis for mine operator and others for technical assistance.

Although Land Logistics staff would not prepare the mine operator's annual report to the State, cost estimates, Bond forms, Reclamation Plans, Interim Management Plans, etc. directly for the mine operator, Land Logistics can provide technical assistance and direction to mine operator on available resources.

### **Task 5 – Meetings and Conference Calls**

Under this task land Logistics personnel will be available for onsite meeting meetings at county offices, or available by telephone for discussions pertaining to mine compliance issues, including discussions with the operator, state and county agencies having oversight over the mine. It is anticipated that there would be a total of three onsite meetings per year. Land Logistics would be physically present and if that is not the case, Land Logistics would be available by telephone for discussions.

## Cost Estimate for Annual SMARA Compliance Inspections and Financial Assurances

### Task 1 – Pre-Inspection Review Analysis / File Review

Land Logistics will conduct a cursory review of the County's files prior to commencing the inspections for 2025/2026 cycle to review any new materials that may have been submitted to the County that will assist Land Logistics in conducting the inspection. Land Logistics will review any new information, which will serve as a baseline for compliance issues. Land Logistics anticipates approximately six hours of review/ preparation for the mine. This task would also involve the review and copying of pertinent files at the County offices in Napa, CA, and would include review of the following documents:

- Reclamation Plan
- Mining Plan
- Interim Management Plan
- Prior entitlements such as Use Permits and associated Conditions of Approval
- Site Plan and other diagrams (slope details, cross-sections, etc.)
- Prior Inspection Reports
- Geotechnical Studies
- Previously filed MRRC-2 State OMR Reporting Forms (submitted by operator)
- SWPPPs
- Air Quality Reports
- Noise Studies
- And other relevant documents

Land Logistics Cost Estimate: 18 Hours = \$2,970.00 (\$165/hr. \* 18 hours)

**Total cost estimate for this task = \$2,970.00**

### Task 2 - Review of Financial Assurance Documents

This task would involve the review of files at the Napa County offices in Napa, CA or those files provided electronically to Land Logistics and would include review of the following documents:

- Mining Plan
- Reclamation Plan
- Conditions of Approval/Mitigation Measures
- Interim Management Plan
- Annual Cost Estimates
- Bond/Letter of Credit/Cash Surety
- Previous filed Financial Assurance Documents

Land Logistics Cost Estimate: 7.0 Hours = \$1,155.00 (\$165/hr. \* 7.0 hours)

**Total cost estimate for this task = \$1,155.00**

### Task 3 - Inspections

Inspections for the mine will be conducted by the Project Manager, Nash Gonzalez. Brian Millar, Land Logistics' Principal, may be utilized if designated personnel are unavailable due to unforeseeable circumstances. Land Logistics will maintain the same high level of quality regardless of who performs the inspections.

*County of Napa Annual SMARA Inspections Scope of Work and Cost Estimate for the Syar Napa Quarry*

The cost of mine inspections would include time for the on-site inspections. Travel time to and from the site would be billed at stated per hour fees.

Land Logistics anticipates four (4.0) hours for each of the two (2) mine inspections, which would include a review of all facilities, erosion control facilities in place or lack thereof, and documentation of inspection, with field notes and digital photos.

***Initial Inspections:***

Land Logistics Cost Estimate: 4.0 Hours/inspection	=	\$1,320.00 (\$165/hr. * 8.0 hours)
Travel Time 4.0 Hours/mine inspection=		\$1,320.00 (\$165/hr.* 8.0 hours)
<b>Total cost estimate for this Task, which includes 2 inspections =</b>		<b>\$2,640.00</b>

***Re-Inspection (if applicable):***

*Land Logistics Cost Estimates: 9.5 Hrs. = \$1,567.50 (\$165/hr. \* 1.5 hours) plus drive time of 4.0 hours, and 5.5 hours for report, for a total of 9.5 hours.*

**Task 4 - Report Preparation**

Under this task, Land Logistics Personnel will prepare the MRRC-1 report (updated July 11, 2013 by the SMGB) utilizing field notes and photographs. Land Logistics understands the level of complexity and detail that the State of California is seeking, and for this reason, Land Logistics prepares a very detailed report for submittal to the Division of Mine Reclamation. Land Logistics will provide a description of the mine; related background information, reclamation objective(s), summary of field observations, including disturbed and reclaimed areas, a summary of the financial assurances, and noted violations along with corrective measures. Land Logistics will provide the County of Napa with all required copies of the report, including re-inspection reports. Land Logistics will also provide the County with a cover letter for submission to the Division of Mine Reclamation. In addition, Land Logistics will provide the County with electronic copies of all inspection reports for the County's file. Land Logistics will also file the inspection reports with DMR on behalf of the County removing this task from County staff. It is assumed that one (1) inspection report will be prepared for the site, noting the two (2) inspections, as the report preparation period can be left open for a total of 90 days from the initial inspection. However, if the County chooses, two (2) separate mine inspection reports can be filed with DMR for each of the two (2) inspections to be conducted. It should be noted that the scope provides for the preparation of up to two (2) reports if deemed necessary by the County.

Land Logistics Cost Estimate:

Report Preparation: 14.0 Hrs. /Report = \$4,620.00 (\$165/hr. \* 28.0 Hours)

This task includes reproduction/mailing and distribution of report to State DMR, operator and County of Napa

**Total cost estimate for this Task = \$4,620.00**

**Task 5 - Meetings and Telephone Conferences**

Under this task Land Logistics personnel will be available for onsite meeting meetings at County offices, or available by telephone for discussions pertaining to mine compliance issues, including discussions with the operator, state and county agencies having oversight over the mine. It is anticipated that there would be a total of three onsite meetings per year. Land Logistics would be physically present and if that is not the case, Land Logistics would be available by telephone for discussions. Land Logistics has budgeted a total of 16 hours for this

*County of Napa Annual SMARA Inspections Scope of Work and Cost Estimate for the Syar Napa Quarry*

task that would include both onsite and telephone conference calls. In addition to the 16 hours, travel time of 4.0 hrs. has been allotted for up to three on site meetings.

Land Logistics Cost Estimate: 16.0 Hours/meeting	=	\$2,600.00 (\$165/hr. * 16.0 hours)
Travel Time 4.0 Hours/meeting=		\$1,980.00 (\$165/hr. *12.0 hours)
<b>Total cost estimate for this Task =</b>		<b>\$4,580.00</b>

**Total Estimated Cost for the Subject Mine: \$ 15,965.00**

**\*Total Cost Not to Exceed \$47,895.00 for a Three (3) Year Period**

*\*Note this estimate assumes the Syar/Vulcan Napa Quarry Facility Mine to be currently in compliance and on the AB3098 List. Those mine sites in good standing are assumed to have an approved reclamation plan, current financial assurance cost estimates and an approved financial assurance mechanism. It should also be noted that this estimate does not include the cost of a geologist, should one be required to analyze associated geotechnical issues. The proposal assumes that any geological or geotechnical work may be provided by state licensed geologist provided by the operator upon approval by the County of Napa. Additionally, this estimate does not include a re-inspection cost. If a re-inspection should be necessary a fee of \$1,567.00 for each re-inspection shall be charged in addition to the set fee of \$15,965.00*

### **Project / Budget Assumptions:**

The preceding cost estimate is based on the following assumptions:

- A County representative(s) may accompany Land Logistics personnel on all inspections if they choose. This will provide an opportunity for County and Land Logistics personnel to jointly interact with the mine operator and provide for collaborative effort in creating consistency and provide an educational environment for County personnel.
- The estimates for the mine assume the mine and County files to be currently in compliance. The mine site in good standing and is assumed to have an approved reclamation plan, current financial assurance cost estimates and an approved financial assurance mechanism.
- Land Logistics staff can provide limited training to County staff if so desired in the review of Financial Assurance Cost Estimate reviews as well as how to evaluate the adequacy and strength of Financial Assurance Instruments, such as bonds, CD's and letters of credit. It is also assumed that County Personnel shall coordinate all receipts of such documents from mine operators and provide copies to Land Logistics either by US Mail or electronic copy.
- County staff will work with Land Logistics staff where possible to schedule inspection appointments.
- County staff will provide maps and directions to the mine location as needed. The County will provide electronic mapping to Land Logistics wherever possible for inclusion onto the annual inspection reports to file with the State Division of Mine Reclamation (DMR).
- The County of Napa will be responsible for all items not identified in this Scope of Work and Cost Estimate.
- Costs if the mine requires more than one (1) re-inspection beyond the two stated in the scope shall be billed at an hourly rate as established in this proposal.

*County of Napa Annual SMARA Inspections Scope of Work and Cost Estimate for the Syar Napa Quarry*

- The County of Napa shall request revised financial assurance documents from the mine operator prior to the initiation of Land Logistics work effort on the project. Land Logistics can still commence inspection efforts, however, a violation may be noted along with corrective measures on the inspection report.
- It is assumed that County personnel will take all inquiries from the operator and will assist the operator in providing and submitting all required documentation.
- The operator has filed its annual reports (MRRC-2) with both the Napa County and the Division of Mine Reclamation. And such reports will be provided to Land Logistics prior to commencing project.
- It is assumed that if slope stability issues are encountered in the field, the operator's geologist or other third party geologist and costs of said party to be covered by the operator will be required to conduct a thorough evaluation of the mine and report findings to the County and Land Logistics. In the event that the County is aware of any slope stability issues prior to commencing the inspection efforts, the County shall notify Land Logistics so that this may be considered in the final report.
- Land Logistics meets the minimum qualifications required for this assignment, including the scope of work provided.



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1065

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**TO:** Board of Supervisors  
**FROM:** Amanda Gibbs, Chief Probation Officer  
**REPORT BY:** Ferlyn Buenafe, Probation Administrative Manager  
**SUBJECT:** Agreement with Satellite Tracking of People, LLC, Amendment No. 2

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### **RECOMMENDATION**

Approve and authorize Amendment No. 2 to Agreement No. 200078B with Satellite Tracking of People, LLC to provide juvenile and adult electric monitoring for the Probation and Corrections departments.

(Fiscal Impact: \$100,000 Expense; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

The ability of Napa County to operate and manage a successful electronic monitoring programs through the Probation and Corrections Department require a reliable vendor to provide electronic monitoring equipment and services that meet industry standards and produce reliable results. The County has been providing these services for a number of years as a component of the criminal justice continuum and to provide a community-based alternative to detention for juveniles and adults who are deemed not to pose a danger to society, allowing them to complete their sentence outside of jail/Juvenile Hall so that they may continue to attend work and school.

Electronic monitoring systems include radio frequency to offenders via landline phone, cellular transmitter, and global positioning systems (GPS), and provide the Probation and Corrections Department the ability to track offender movement and/or limit them to certain areas (such as home or work locations), and receive alerts when offenders are not meeting the criteria established for their release.

Departments will be utilizing the GPS monitoring devices designed for offender monitoring with reliable real-time tracking and STOP's Alcohol Monitoring System and SCRAM (Secure Continuous Remote Alcohol Monitoring) which combines continuous alcohol monitoring with house arrest technology.

The Amendment extends the term an additional year and reduces the pricing of the GPS daily rate from \$2.95 to \$2.85. With an unknown number of offenders requiring electronic monitoring, we estimate an approximate \$100,000 expense in Fiscal Year 2025-2026.

**Requested Action:**

Approve and authorize Amendment No. 2 to Agreement No. 200078B with Satellite Tracking of People, LLC to extend an additional one year from July 1, 2025 through June 30, 2026 to provide juvenile and adult electronic monitoring for the Probation and Corrections departments.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Probation - 1420000 and Corrections - 1400001
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Probation uses electronic monitoring for high-risk juveniles and adult sex offenders. Corrections employs electronic monitoring to effectively manage the inmate population.
Is the general fund affected?	Yes
Future fiscal impact:	The Agreement will term on June 30, 2026.
Consequences if not approved:	The Departments will not have a vendor to provide electronic monitoring services impacting community safety.

**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. 200078B  
AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 200078B** is made and entered into as of this 1st day of July 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Satellite Tracking of People LLC, whose mailing address is 5353 W. Sam Houston Parkway N, Houston, Texas, 77041, hereinafter referred to as "CONTRACTOR."

**RECITALS**

**WHEREAS**, on August 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No 200078B (the "Agreement"), under which CONTRACTOR agreed to provide juvenile and adult electronic monitoring for the Probation and Corrections departments; and

**WHEREAS**, on July 1, 2024, COUNTY and CONTRACTOR agreed to extend the term of the Agreement an additional one year; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to extend the term of the Agreement an additional fiscal year and amend the professional fees for the BLUtag2 (one-piece GPS device) only; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 200078B as follows:

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

**Term of the Agreement.** The term of this Agreement shall commence on August 1, 2019 and shall expire on June 30, 2026 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to 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 3 is hereby amended to read in full as follows:

**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-2" attached hereto and incorporated by reference herein.

3. On and after the effective date of this Amendment No.1 of the Agreement, all references in the Agreement to Exhibit "B" and Exhibit "B-1" shall mean Exhibit "B-2" attached to Amendment No. 2.
4. All other terms and conditions of the Agreement shall remain in full force and effect.

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**IN WITNESS WHEREOF**, this Amendment No. 2 to Agreement No. 200078B was executed by the parties hereto as of the date first above written.

SATELLITE TRACKING OF PEOPLE LLC



By

KEVIN ELDER, President

By

CRAIG PHILLIPS, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State of California

By:

ANNE COTTRELL, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: <u>May 16, 2023</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date:</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT “B-2”

### COMPENSATION AND EXPENSE REIMBURSEMENT

- I. CONTRACTOR shall provide the following devices to COUNTY providing the services at the following rates:

<b>Equipment</b>	<b>Per client, Per day Price</b>
BLUtag (one-piece GPS device)	\$2.85
BLUband/BLUhome (RF monitoring device providing traditional RF technology - landline)	\$1.60
BLU+/BLUbox (RF monitoring device with customizable GPS location capability) or BLUband/BLUhome cellular	\$2.20
BLUscan (optional mobile monitoring unit)	\$0.00 up to 15 units \$0.50 per day per unit for units exceeding 15
SoberTrak (breath alcohol monitoring unit)	\$3.60
SCRAM (transdermal alcohol monitoring unit)	\$6.70
Monitoring Center service (technicians receive designated event notifications and manage them by following the County's protocols)	\$0.00 (Included in equipment price)
BLUtag Mobile Charger (optional; this is a purchase, not a lease)	\$75.00 each
BLUtag Multiple Device Charging Station (optional; this is a purchase, not a lease) – charges 10 BLUtag devices at one time	\$275.00 each, Above the two stations included in the BLUtag price

CONTRACTOR's per diem pricing includes all of the following:

- One BLUtag, BLU+ or BLUband device securely attached around the client's ankle and in use
- One SoberTrak or SCRAM unit installed in the client's home or around the client's ankle and in use
- Use of BLUbox with BLU+ and use of BLUhome (digital/landline or cellular) with BLUband
- Optional use of BLUbox or BLUhome with BLUtag to expand BLUtag's monitoring capability in impaired environments
- One BLUscan unit per supervising officer up to 15 units
- BLUtag charging coupler (either the standard version or the one for cars, which plugs into the cigarette lighter outlet)
- Two BLUtag Multiple Device Charging Stations
- Monitoring Center service, where technicians receive event notifications and manage the events by following the protocols for each type of event the County provides
- Unlimited consumables for the BLUtag, BLU+ and BLUband (e.g. straps, strap clips, bridge clips, etc.)
- Unlimited consumables for SoberTrak's and SCRAM (e.g. straws, straps, etc.)
- One GPS/RF Officer Kit with all necessary tools (two-piece strap cutting kit,

strap cutters and bridge clip removal tool) at the rate of one per supervising officer

- 20 percent on-site inventory of spare equipment not currently installed on clients (or the negotiated percentage or number of devices)
- Maintenance, repair and/or replacement on all equipment
- Lifetime warranty and no-questions-asked return policy on all equipment
- Shipping to and from all COUNTY locations
- Proactive Customer Assistance, if the Court chooses to use it
- Unlimited reporting from BLU-tag, BLU+ and BLUhome to VeriTracks
- Unlimited reporting from SoberTrak™ and SCRAM to their respective monitoring application
- Unlimited access to VeriTracks, our secure and reliable web-based monitoring application
- Unlimited access to the SoberTrak™ and SCRAM monitoring applications
- Unlimited notifications distributed by VeriTracks to the designated recipient(s) by email, fax or text message
- Access to the Automated Crime Scene Correlation functionality in VeriTracks by County-authorized personnel (i.e. supervising officers and/or local law enforcement personnel)
- Ability to generate an unlimited number of standard reports in VeriTracks
- Development and implementation of custom reports in VeriTracks
- Unlimited Location Request from VeriTracks to BLUtag and BLU+
- Upgrades and/or updates to GPS and RF hardware and software
- Unlimited access to technical support 24 hours a day, 365 days per year
- On-site or online training, including initial training, follow-up training (if necessary), refresher, ACSC and new functionality training
- STOP's Training institute, an annual workshop for customers to interact with each other and STOP personnel, share best practices, participate in intensive training on the effective use of our monitoring system and learn about upcoming system upgrades and updates.

II. COUNTY agrees to reimburse CONTRACTOR for damaged/lost/stolen devices and accessories at the following rates:

<b>Equipment</b>	<b>Per unit Replacement Price</b>
BLUtag (one-piece GPS device)	\$250.00
BLUband/BLUhome (RF monitoring device providing traditional RF technology)	\$150.00 BLUband \$250.00 BLUhome
BLU+/BLUbox (RF monitoring device with customizable GPS location capability)	\$250.00 BLU+ \$150.00 BLUbox
BLUscan (optional mobile monitoring unit)	\$250.00
SoberTrak (breath alcohol monitoring unit)	\$500.00
SCRAM (transdermal alcohol monitoring unit)	\$1,200.00 bracelet \$300.00 base station



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1105

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**TO:** Board of Supervisors  
**FROM:** Amanda Gibbs, Chief Probation Officer  
**REPORT BY:** Ferlyn Buenafe, Probation Administrative Manager  
**SUBJECT:** Agreement with University of Cincinnati Research Institute, Amendment No. 1

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### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 230241B with University of Cincinnati Research Institute to provide training and technical assistance of evidence-based practices through June 30, 2026.

(Fiscal Impact: \$120,000 Expense; General Fund; Budgeted; Discretionary)

### **BACKGROUND**

The Board approved the original Agreement on December 6, 2022 for UCCI to provide initial evidence-based practices (EBP) for all staff in criminal justice agencies and to maintain foundational EBP training. It is important for Probation Officers to case manage the high-risk population with continual training in best practices and recidivism reduction.

UCCI provides a train-the-trainer model and provides a no-per-use fee once staff complete the train-the-trainer program for curriculum.

The Amendment No. 1 extends the term of the Agreement allowing for continued EBP training to staff. The \$235,000 contract maximum has a State realigned revenue offset of \$230,000 approved by the Community Corrections Partnership Committee (CCP) at its May 12, 2022 meeting. The remaining \$5,000 is a general fund expense.

### **Requested Action:**

Approve and authorize Amendment No. 1 to Agreement No. 230241B with University of Cincinnati Research

Institute (UCCI) to extend the term an additional year for the term July 1, 2025 through June 30, 2026 with no change in the contract maximum of \$235,000.

### **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:	Services are not mandatory, but there is a commitment from the County to maintain an evidence-based justice system.
Is the general fund affected?	Yes
Future fiscal impact:	No future fiscal impact, the agreement will term on June 30, 2026.
Consequences if not approved:	Foundational evidence-based training will not be provided to staff and refresher training in best practices to existing staff.

### **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. 230241B  
AMENDMENT NO. 1**

**THIS AMENDMENT NO. 1 TO NAPA COUNTY AGREEMENT NO. 230241B** is made and entered into as of this 1st day of July 2025 by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” and the UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE, a 501(c)(3) non-profit Ohio Corporation, whose mailing address is PO Box 19614, Cincinnati, OH, 45221, hereinafter referred to as “CONTRACTOR”;

**RECITALS**

**WHEREAS**, on December 1, 2022, COUNTY and CONTRACTOR entered into Napa County Agreement No 230241B (the “Agreement”), under which CONTRACTOR agreed to provide training and technical assistance of evidence-based practices;; and

**WHEREAS**, COUNTY and CONTRACTOR now desire to extend the term of the Agreement and additional fiscal year; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein.

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, COUNTY and CONTRACTOR hereby amend Napa County Agreement No. 230241B as follows:

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

**Term of the Agreement.** The term of this Agreement shall commence on December 1, 2022 and shall expire on June 30, 2026 unless terminated earlier in accordance with Paragraphs 9 (Termination for Cause), 10 (Other Termination) or 23(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to 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. All other terms and conditions of the Agreement shall remain in full force and effect.



IN WITNESS WHEREOF, this Amendment No. 1 to Agreement No. 230241B was executed by the parties hereto as of the date first above written.

UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE

Patrick Clark

Digitally signed by Patrick Clark  
Date: 2025.05.27 09:00:29  
-04'00'

By \_\_\_\_\_  
PATRICK CLARK, Executive Director

VP Research:

Digitally signed by VP Research:  
Patrick Limbach  
Date: 2025.05.27 18:16:20 -04'00'

By Patrick Limbach  
PATRICK LIMBAUCH, Board Secretary  
LIMBACH

"CONTRACTOR"

NAPA COUNTY, a political subdivision of the State  
of California

By: \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Douglas Parker (via e-sign)</u></p> <p>Date: May 27, 2025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# 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:** 6/17/2025

**File ID #:** 25-864

**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Graham Wadsworth, P.E., Engineering Supervisor

**SUBJECT:** Approval of Amendment 1 to Purchase and Sale Agreement No. 230262B in support of the Construction of the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22 and Acceptance of Extended Temporary Construction Easement Deed

### **RECOMMENDATION**

Approve and authorize Amendment No. 1 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 by \$18,282 for a new maximum of \$177,282 to extend the duration of the temporary construction easement for the Dry Creek Road Bridge over Dry Creek Replacement Project and accept the extended temporary construction easement. (Fiscal Impact: \$18,282 Expense; Roads Fund; Budgeted; Discretionary)

### **BACKGROUND**

The Dry Creek Road Bridge over Dry Creek (0.8 miles west of Mt. Veeder Rd.) is over 100 years old. Caltrans identified the bridge as structurally deficient, functionally obsolete, and unstable due to scour under the north abutment. The substructure of the existing bridge has cracking and weathering of the mortar in the joints of the stone masonry abutments. The top section of the retaining wall near the north abutment has broken away and is leaning outward horizontally. The width is only 18 feet between the barriers, which does not meet the American Association of State Highway and Transportation Officials (AASHTO) standard of 11-foot minimum lanes. AASHTO is a standards setting body which publishes specifications, test protocols, and guidelines that are used in highway design.

The proposed bridge structure would consist of an approximately 80-foot-long by 32-foot-wide single-span concrete slab bridge that would be 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. County staff anticipates that the contractor will build the project in four stages to minimize the disruption to traffic and this would require work in Dry Creek over two summers.

On May 6, the Board awarded a construction contract to Gordon N. Ball and approved a Budget Amendment for the construction and construction management services.

During the project design, the consultant determined that the County would need to purchase right-of-way,

maintenance, and temporary construction easements on the Marusich property to construct the Project. On July 18, 2023, the Board authorized the Chair to sign Purchase and Sale Agreement No. 230262B. The County paid the property owners and recorded the easements.

When Caltrans staff reviewed the temporary construction easements (TCEs), they stated that the County is required to include the starting and ending dates in the TCEs to ensure that the property owners are adequately compensated in case of a construction schedule delay. Since the TCEs only included an 18-month duration, the consultants revised the TCEs and obtained signatures from the trustees. On March 12, 2024, the Board approved and authorize a revised Temporary Construction Easement Deed with Christopher A. Marusich and Michelle F. Del Rosario.

Due to the delay in right-of-way acquisitions, permit approvals, and Caltrans funding, construction will begin a year later than anticipated when Napa County executed the purchase and sale agreement. Amendment 1 extends the duration of the construction to April 2, 2028, and compensates the property owners with \$18,282. The consultant prepared the amendments, the property owners signed the amendments, and the Director is recommending approval of the amendments.

**Requested Action:**

1. Approve and authorize Amendment No. 1 to Purchase and Sale Agreement No. 230262B.
2. Accept the Temporary Construction Easement Deed extending the County's rights to use the subject property until April 2, 2028.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	The project is currently budgeted in Fund 2040, Sub- Division 2040500 and Project 14009.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The easement is required to construct the bridge project as designed.
Is the general fund affected?	No
Future fiscal impact:	The Dry Creek Road Bridge Replacement Project is eligible for 100% Federal Highway Bridge Program (HBP) and Toll Credit funding; however, some expenses may not be eligible and will be paid for by the Measure T funds. The construction will begin in Fiscal year 2024-25 and be completed in fiscal year 2026-27.
Consequences if not approved:	The County could forfeit Federal HBP grant funds, would not replace the existing bridge, and might be required to return the HBP funding received to date.

## Additional Information

In Fiscal Year 2016-17, the Board budgeted \$958,420 from the Roads Fund to cash flow the consultant and County staff expenses during design/engineering. Caltrans has reimbursed most of the expenses for design/engineering and right-of-way acquisitions to date. On July 13, 2021, the Board approved a \$321,054 budget transfer from the Measure T fund. On December 14, 2021, the Board approved a \$133,150 budget transfer from the Measure T fund. On June 7, 2022, the Board approved a \$900,000 budget transfer from the Accumulated Capital Outlay (ACO). On February 28, 2023, the Board approved a \$600,000 budget transfer from the ACO. On September 24, 2024, the Board approved a \$175,000 budget transfer from the Capital Improvement Fund (formerly ACO). On November 12, 2024, the Board approved a \$287,264 budget transfer from the Capital Improvement Fund. On May 6, the Board approved a \$9,056,050 budget transfer from the Capital Improvement Fund.

**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. On February 1, 2022, the Board adopted a Mitigated Negative Declaration for the Project.

**AMENDMENT NO. 1**  
**OF**  
**NAPA COUNTY AGREEMENT NO. 230262B**  
**PURCHASE AND SALE AGREEMENT**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 230262B** is made and entered into as of this 17th day of June, 2025, by and between **CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017** (hereinafter referred to as "GRANTOR") and **NAPA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA** (hereinafter referred to as "GRANTEE"). The GRANTOR and GRANTEE may be referred to below collectively as "Parties" and individually as "Party."

**RECITALS**

**WHEREAS**, GRANTOR entered into Napa County Agreement No. **2302626B** with GRANTEE on July 18, 2023 (the "Agreement"), in order for the GRANTEE to purchase a permanent right of way easement, a non-exclusive permanent maintenance easement and a temporary construction easement (TCE), the interests to be conveyed being referred to hereinafter as the "the Property", from the GRANTOR for the Dry Creek Road Bridge over Dry Creek Replacement Project, RDS 15-22; and

**WHEREAS**, in accordance with the provisions set forth in the Agreement, the GRANTOR conveyed the Property for the purchase amount of \$159,000.00, GRANTEE accepted the Property, GRANTEE paid GRANTOR and GRANTEE recorded the permanent easement and TCE deeds for the Property; and

**WHEREAS**, in accordance with the provisions set forth in the Agreement, the GRANTOR executed a TCE for the period ending April 1, 2025. The apportioned amount for the TCE of the \$159,000.00 consideration was \$7,900.00; and

**WHEREAS**, in accordance with the provisions set forth in Paragraph 5 of said Agreement, the term of the TCE may be extended by amendment to the Agreement and GRANTOR shall be compensated based on the fair market value at the time of the extension.

**WHEREAS**, due to restricted work period within the creek and unpredictable delays in construction, GRANTEE wishes to extend the TCE starting April 2, 2025, through April 2, 2028. GRANTEE has estimated the TCE at a current fair market value of \$10,600.00. In order to prevent construction delays, GRANTOR and GRANTEE negotiated a settlement amount of \$18,282.00. GRANTEE shall directly pay GRANTOR the \$18,282.00.

**WHEREAS**, by reason of the foregoing, it is now the desire of the parties hereto to amend said Agreement to include the additional payment of \$18,282.00 and the extension of the TCE to April 2, 2028.



## **TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, GRANTEE and GRANTOR hereby amend the Agreement as follows:

1. Paragraph 2.A. is amended in its entirety to read as follows:

2. **GRANTEE shall:**

- A. Prior to the close of escrow, pay the sum of **One Hundred Fifty-Nine Thousand and No/100 Dollars (\$159,000.00)** for the Property, as improved and identified in GRANTEE'S Appraisal Summary Statement delivered separately with this Agreement and in Exhibits "A," "A-1," "B," "B-1," "C," and "C-1," to the following title company: First American Title Company of Napa, hereinafter referred to as "Title Company", for the account of the GRANTOR, Escrow No. T0017748-006, conditioned upon the Property vesting in GRANTEE free and clear of all liens, leases, encumbrances, recorded or unrecorded, assessments and taxes and all restrictions of record identified in the Preliminary Title Report relating to the Property issued by Title Company bearing the above escrow number and dated October 11, 2022, a copy of which is attached hereto as Exhibit "D" and incorporated by reference, including any updates thereof. Clearing of any title exceptions not acceptable to GRANTEE shall be the responsibility of GRANTOR. This responsibility shall include, but not be limited to, securing releases, quitclaim deeds, affidavits, or any other form of release determined to be necessary by the Title Company performing the escrow, and shall be a condition precedent to close of escrow. In the event there are any additional title exceptions in updated title reports, GRANTOR shall have the same responsibility as above to clear any title exceptions not acceptable to GRANTEE. **(COMPLETED MARCH 14, 2024)**

2. Paragraph 2.F is added immediately following Paragraph 2.E:

2. **GRANTEE shall:**

- F. Pay GRANTOR the sum of **Eighteen Thousand Two Hundred Eighty -Two Dollars (\$18,282.00)** for a TCE extension through April 2, 2028.

3. Paragraph 3 is amended in its entirety to read as follows:

3. **GRANTOR shall**, prior to the payment of the amount identified in Paragraph 2.A herein:

- A. Submit to GRANTEE for acceptance and recordation a Right of Way Easement Deed suitable for recordation, a sample attached to this Agreement and incorporated by reference herein as Exhibit 1 conveying from GRANTOR to GRANTEE a permanent non-exclusive right of way easement to the Property described in Exhibits "A" and "A-1." **(COMPLETED MARCH 14, 2024)**

- B. Submit to GRANTEE for acceptance and recordation a Maintenance Easement Deed suitable for recordation, a sample attached to this Agreement and incorporated by reference herein as Exhibit 2 conveying from GRANTOR to GRANTEE a permanent non-exclusive maintenance easement to the Property described in Exhibits "B" and "B-1." **(COMPLETED MARCH 14, 2024)**

C. Submit to GRANTEE for acceptance and recordation a TCE deed, suitable for recordation, a copy attached to this Agreement and incorporated by reference herein as Exhibit 3 conveying from GRANTOR to GRANTEE a TCE to the Property described in Exhibits "C" and "C-1." **(COMPLETED MARCH 14, 2024)**

**GRANTOR shall**, prior to the payment of the amount identified in Paragraph 2.F herein:

D. Submit to Grantee for acceptance and recordation an extended TCE deed, suitable for recordation, a sample attached hereto and incorporated by reference herein as Exhibit 4 conveying from GRANTOR to Grantee an extended TCE to the Property described in Exhibits "C" and "C-1." **(EXTENDED TCE WILL END APRIL 2, 2028)**

4. Paragraph 6 is amended in its entirety to read as follows:

**6. Temporary Construction Easements.**

As noted in Paragraph 3(C) and 3 (D) above, GRANTOR hereby grants to GRANTEE TCEs for the use of the Property by GRANTEE to include, without limitation, the right to enter upon the TCE area with personnel, vehicles and equipment for construction of the Project, and all other related activities, to remove all improvements, trees and vegetation that interfere with the Project, to conform the TCE area to the Project, and to do any and all other actions necessary and appropriate to the construction of the Project, and storage of tools, machinery, materials and equipment by GRANTEE, its officers, agents, contractors and employees, over, across and upon the Property, together with the right of ingress to and egress from said Property and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the PROJECT for a period of fifty-four (54) consecutive months.

A. In case of delays in construction, upon written notification, the terms of this TCE may be extended by an amendment to this Agreement. GRANTOR shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the GRANTOR for the extension prior to expiration of the original period.

B. The GRANTEE shall notify the GRANTOR 10 days by written notice, prior to commencement of actual construction, first class mail, delivery deemed completed on date of mailing.

C. GRANTEE'S contractor shall keep GRANTOR'S driveways open at all times, except for two-to-four hour periods to allow for grading and paving. GRANTEE'S contractor shall coordinate these closures with GRANTOR to limit disruptions to GRANTOR. **(EXTENDED TCE WILL END APRIL 2, 2028)**

5. Exhibits 3 and 4 attached hereto and incorporated by reference herein are copies of the original TCE Deed (Ex. 3) which commenced on October 2, 2023, and ended on April 1, 2025 and the new TCE Deed (Ex. 4) covering the extension from April 2, 2025 to April 2, 2028.
6. Except as provided in Paragraphs 1 through 5 above, all other provisions of the Agreement shall remain in full force and effect as previously approved and amended.

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

**GRANTEE:**

NAPA COUNTY, A POLITICAL  
SUBDIVISION OF THE STATE OF  
CALIFORNIA

By: \_\_\_\_\_  
Anne Cottrell, Chair of the Board of  
Supervisors

**GRANTOR:**

CHRISTOPHER A. MARUSICH, TRUSTEE  
AND MICHELLE F. DEL ROSARIO,  
TRUSTEE OF THE MARUSICH FAMILY  
REVOCABLE TRUST DATED MAY 4,  
2017

By: \_\_\_\_\_, trustee  
Christopher A. Marusich, Trustee

Date: 06/03/2025

By: \_\_\_\_\_, trustee  
Michelle Del Rosario, Trustee

Date: 6/3/2025

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Deputy County Counsel</p> <p>Date: <u>June 2, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT 3



2024-0003690

Recording Requested by:  
Napa County  
Department of Public Works

WHEN RECORDED MAIL TO:  
Napa County  
Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559-3092

Attention:  
Director, Department of Public Works

Recorded		REC FEE	0.00
Official Records			
County of			
Napa			
JOHN TUTEUR			
Assessor-Recorder-Co.			
		JW	
09:34AM 14-Mar-2024		Page 1 of 15	

APN: 027-330-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

**TEMPORARY CONSTRUCTION EASEMENT DEED**

**CHRISTOPHER A. MARUSICH, TRUSTEE AND MICHELLE F. DEL ROSARIO, TRUSTEE  
OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017**

hereby GRANT(S) to

**COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

A temporary construction easement (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "C" attached for construction and related purposes for the Dry Creek Road Bridge over Dry Creek Replacement Project (the Project). The GRANTEE's rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the Project for a period of eighteen (18) consecutive months. Said 18-month period commenced on October 2, 2023 and shall terminate on April 1, 2025. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: (a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

SEE EXHIBIT "C" and "C-1" ATTACHED HERETO AND MADE A PART HEREOF

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: 2/9/2024

CHRISTOPHER A. MARUSICH, TRUSTEE

BY:   
Christopher A. Marusich

MICHELLE F. DEL ROSARIO, TRUSTEE

BY:   
\* Michelle F. Del Rosario

PL No. 75360

\*Michelle F. Del Rosario

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of NAPA

On FEBRUARY 9, 2024 before me, STEVEN L. CASTELLANO, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

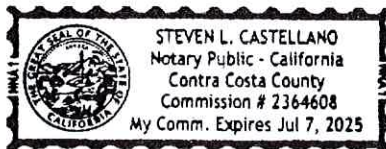
personally appeared CHRISTOPHER A. MARWICH AND  
Name(s) of Signer(s)

MICHELLE F. DEL ROSARIO

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

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

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

[Signature]

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_


Signer is Representing: \_\_\_\_\_

APN: 027-330-015

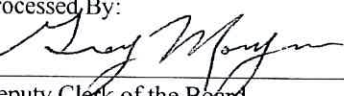
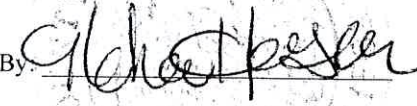
**CERTIFICATE OF ACCEPTANCE**

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain TEMPORARY CONSTRUCTION EASEMENT DEED dated February 9, 2024, from CHRISTOPHER A. MARUSICH and MICHELLE F. DEL ROSARIO, TRUSTEES OF THE MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on March 12, 2024, and Grantee consents to recordation thereof by its duly authorized officer.

Dated March 12, 2024

  
\* JOELLE GALLAGHER, Chair  
Board of Supervisors

\*JOELLE GALLAGHER

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>March 11, 2024</u></p> <p>PL No.: 75360 and 111025</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: <u>March 12, 2024</u></p> <p>Processed By:  Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: </p>
---	---	--

SEAL AFFIXED



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

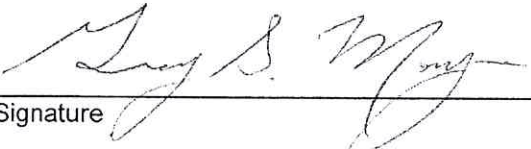
State of California

County of Napa} ss.

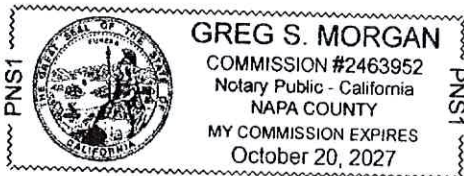
On March 12, 2024, before me, Greg S. Morgan, Notary Public, personally appeared Joelle Gallagher, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Signature

GREG S. MORGAN  
Commission #2463952  
Notary Public – California  
Napa County  
My Commission Expires October 20, 2027  
Work Phone: 707-299-1515





June 29, 2022  
BKF Job No: 20141065

**EXHIBIT "C"**  
**Temporary Construction Easement**  
**Legal Description**

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 202.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13° 51' 58" WEST, 24.96 FEET;

THENCE NORTH 83° 08' 52" WEST, 220.13 FEET;

THENCE SOUTH 59° 20' 58" WEST, 44.26 FEET;

THENCE NORTH 57° 38' 56" WEST, 84.20 FEET;

THENCE SOUTH 72° 15' 47" WEST, 112.67 FEET;

THENCE NORTH 88° 39' 12" WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH 27° 36' 30" WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF 37° 33' 30";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 24° 50' 00" EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 74° 56' 18" EAST, 23.14 FEET;

THENCE NORTH 09° 49' 15" EAST, 22.97 FEET;

THENCE SOUTH 80° 10' 45" EAST, 64.02 FEET;



June 29, 2022  
BKF Job No: 20141065

THENCE SOUTH  $56^{\circ} 02' 13''$  EAST, 57.37 FEET;

THENCE SOUTH  $84^{\circ} 59' 36''$  EAST, 81.42 FEET;

THENCE SOUTH  $86^{\circ} 54' 14''$  EAST, 208.41 FEET;

THENCE SOUTH  $08^{\circ} 01' 40''$  WEST, 14.45 FEET;

THENCE SOUTH  $81^{\circ} 58' 20''$  EAST, 20.00 FEET;

THENCE NORTH  $08^{\circ} 01' 40''$  EAST, 16.18 FEET;

THENCE SOUTH  $86^{\circ} 54' 14''$  EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

#### PARCEL 2

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH  $15^{\circ} 35' 00''$  WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH  $74^{\circ} 25' 00''$  WEST, 365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH A CENTRAL ANGLE of  $48^{\circ} 00' 00''$ ;

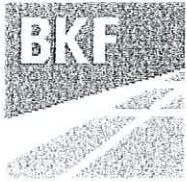
THENCE ALONG SAID NORTHERLY LINE, NORTH  $26^{\circ} 25' 00''$  WEST, 18.77 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH  $26^{\circ} 25' 00''$  WEST, 89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL ANGLE OF  $21^{\circ} 27' 22''$ ;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH  $36^{\circ} 52' 03''$  WEST, 39.72 FEET;

THENCE SOUTH  $07^{\circ} 19' 16''$  WEST, 70.47 FEET;



June 29, 2022  
BKF Job No: 20141065

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID  
PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

AS SHOWN ON THE ATTACHED EXHIBIT "B" AND BY THIS REFERENCE MADE  
PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF  
ANY.

A handwritten signature of Davis Thresh, consisting of a stylized, cursive script.

Davis Thresh, P.L.S. No. 6868

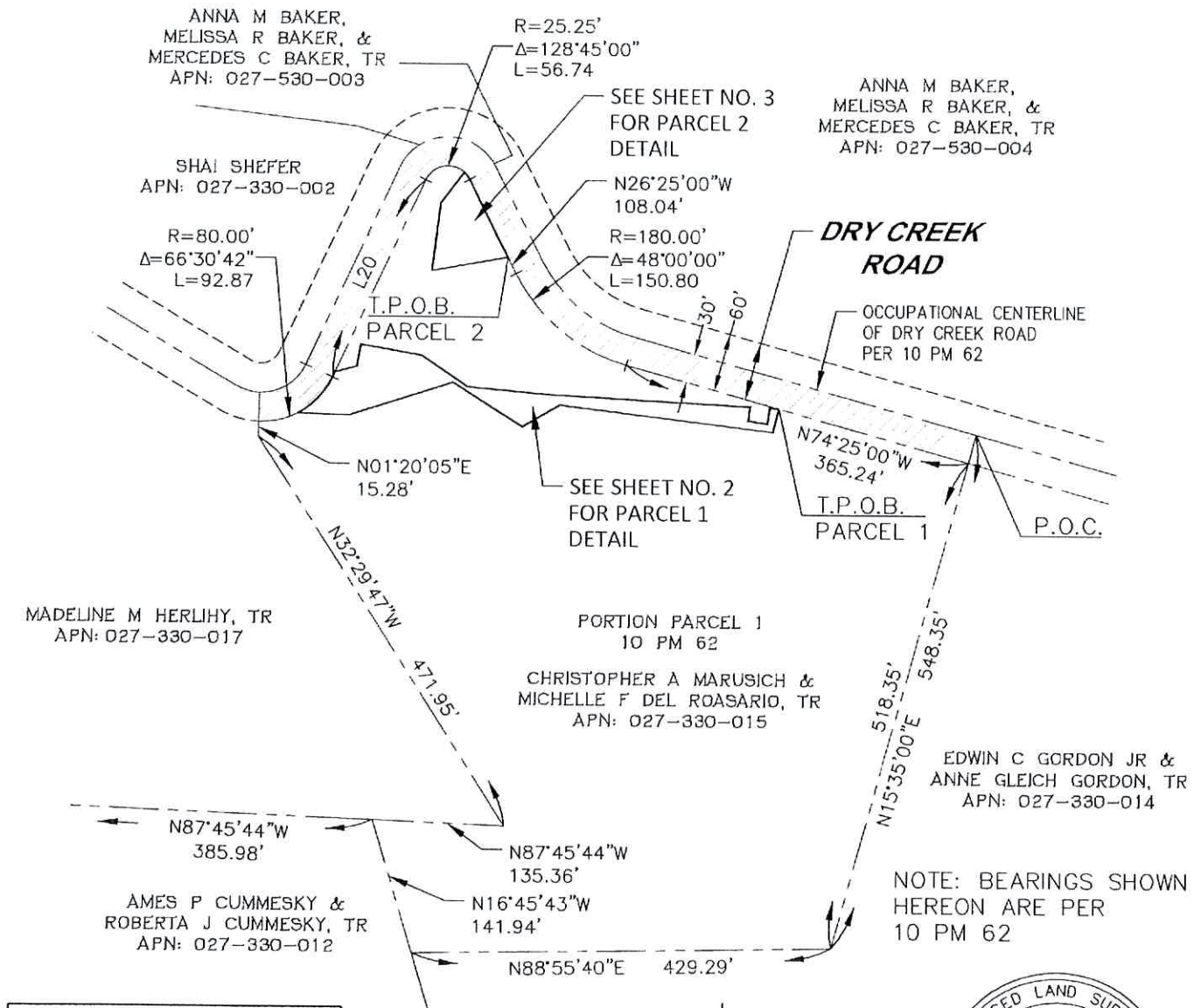
6-30-2022

Dated





# EXHIBIT "C-1"

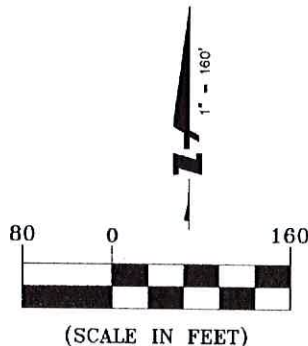


LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L20	225.33	N24°50'00"E

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

- = EASEMENT LIMITS
- = PROPERTY LINE
- = EXISTING EASEMENT LINE
- = OWNED BY NAPA COUNTY PER 1119 O.R. 391



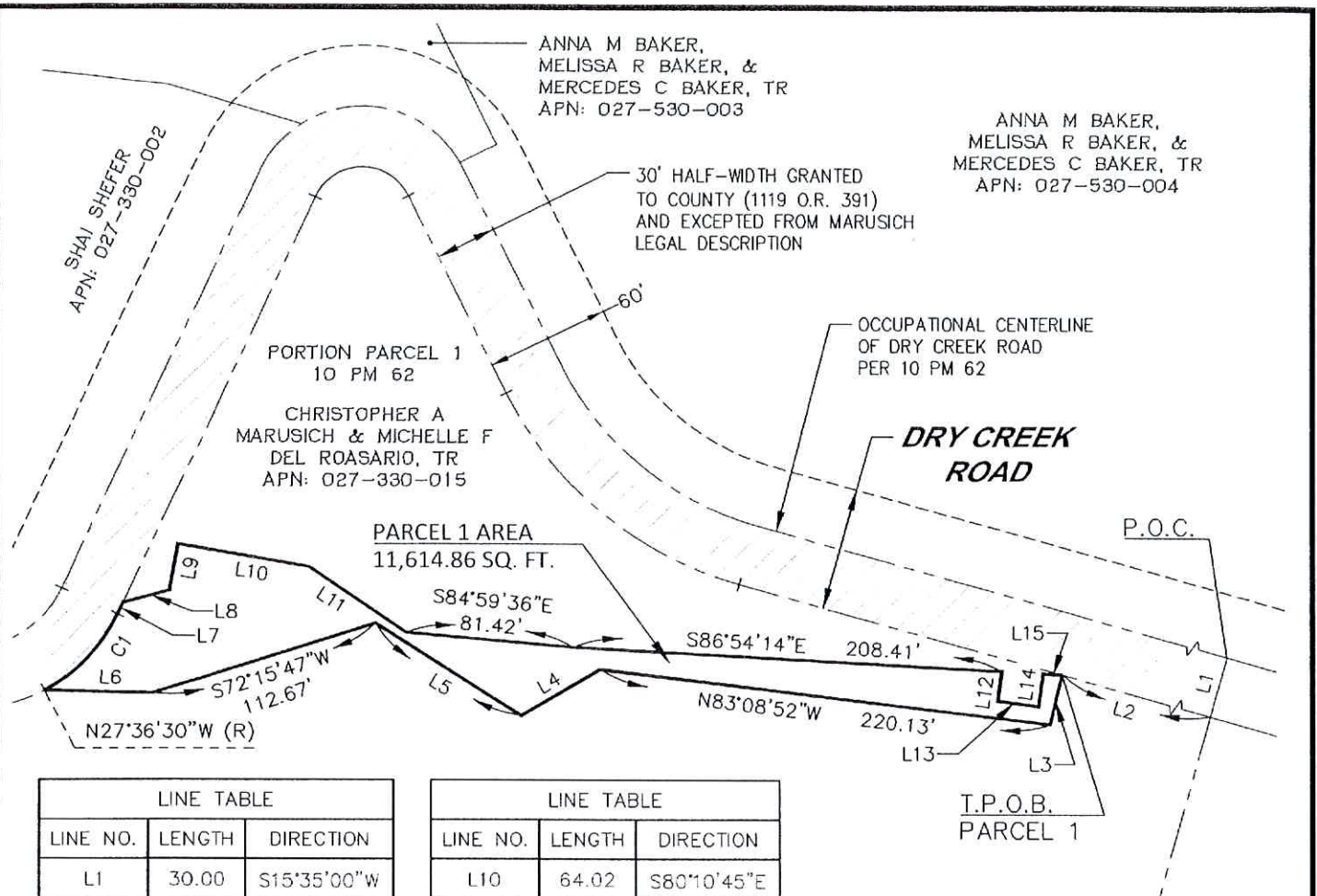
APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By IF Date 6/29/22 Chkd. NP  
SHEET 1 OF 3





LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	30.00	S15°35'00"W
L2	202.24	N74°25'00"W
L3	24.96	S13°51'58"W
L4	44.26	S59°20'58"W
L5	84.20	N57°38'56"W
L6	52.59	N88°39'12"W
L7	6.12	N24°50'00"E
L8	23.14	N74°56'18"E
L9	22.97	N09°49'15"E

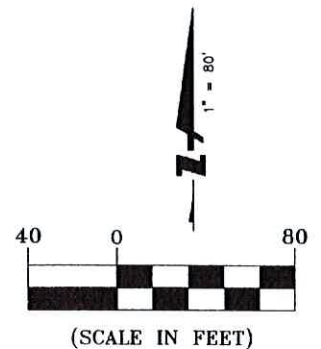
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L10	64.02	S80°10'45"E
L11	57.37	S56°02'13"E
L12	14.45	S08°01'40"W
L13	20.00	S81°58'20"E
L14	16.18	N08°01'40"E
L15	9.35	S86°54'14"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	52.44	80.00	037°33'30"

### LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING  
(R) = RADIAL

— = EASEMENT LIMITS  
- - - = PROPERTY LINE  
- - - = EXISTING EASEMENT LINE  
▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391

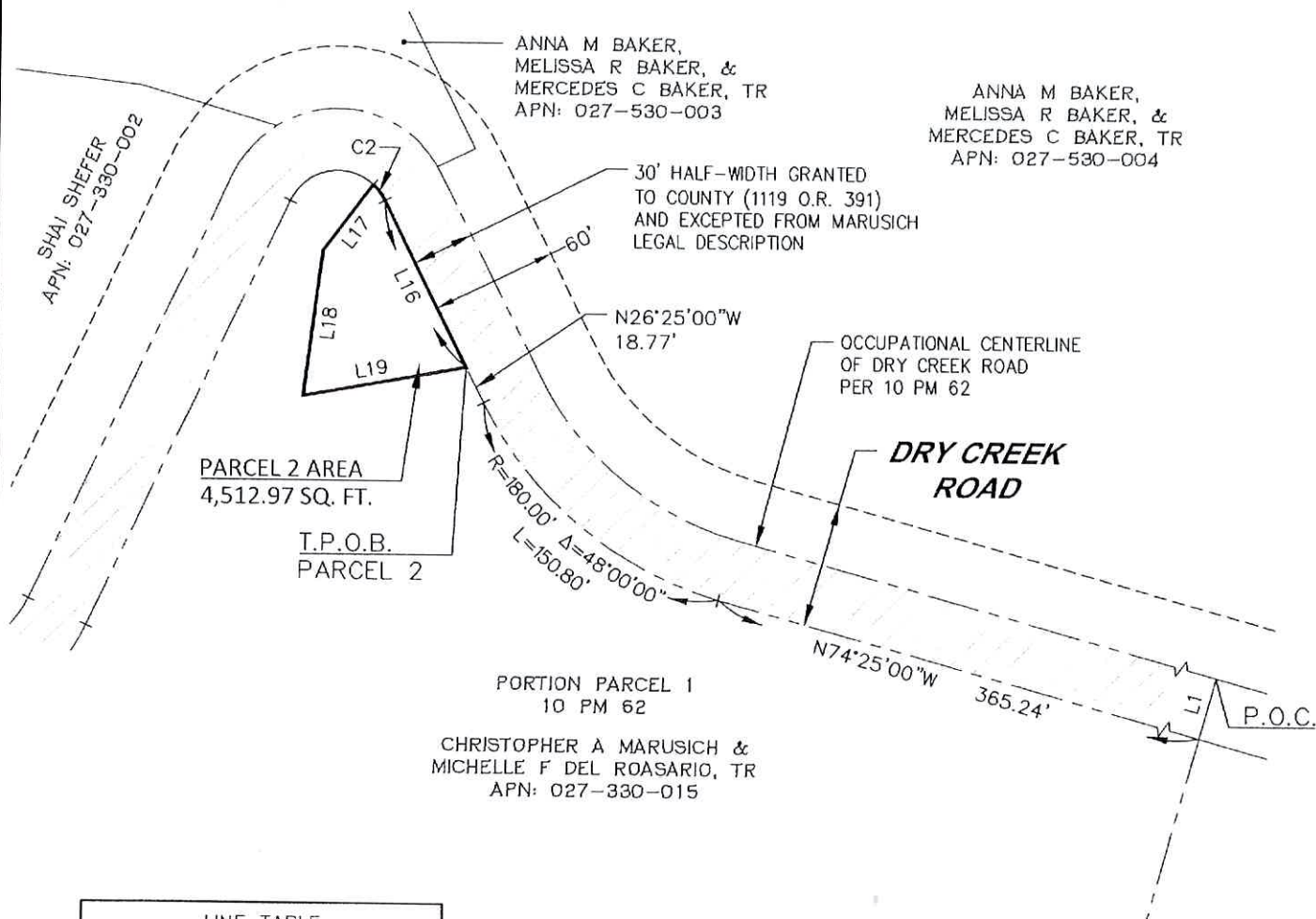


APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By JF Date 6/29/22 Chkd. NP  
SHEET 2 OF 3



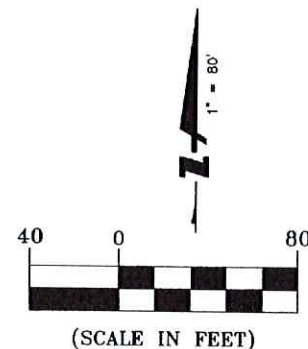
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L16	89.27	N26°25'00"W
L17	39.72	S36°52'03"W
L18	70.47	S07°19'16"W
L19	79.49	N79°41'04"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C2	9.46	25.25	021°27'22"

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

— = EASEMENT LIMITS  
— = PROPERTY LINE  
- - - = EXISTING EASEMENT LINE  
▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391



APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
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STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By TF Date 6/29/22 Chkd. NP  
SHEET 3 OF 3



## Consent of Lien Holder and Subordination to Easement/s

**Loan # 441117591**

**MERS # 10003903463631281**

Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans, LLC ("Lien Holder"), is the current holder of a Deed of Trust dated February 9, 2021 and recorded on February 16, 2021 in Instrument No. 2021-0006516 Official Records of Napa County, California hereby consents to the grant of the foregoing Temporary Construction Easement Parcel 1 area and Parcel 2 Area by Christopher A. Marusich, Trustee and Michelle F. Del Rosario, Trustee of The Marusich Family Revocable Trust dated May 4, 2017 to Napa County, a Political Subdivision of the State of California for the property described as follows:

**Attached Exhibit "A"**

and joins in the execution hereof solely as Lien Holder and hereby does agree that in the event of the foreclosure of said Deed of Trust or other sale of said property described in said Deed of Trust under judicial or non-judicial proceedings, the same shall be sold subject to said Easement Agreement.

SIGNED AND EXECUTED this 23rd day of February, 2024.

Mortgage Electronic Registration Systems, Inc.  
(Mers) as nominee for Quicken Loans, LLC.

BY: K. Boehmer

Its: Vice President, Kathleen M. Boehmer

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

STATE OF	<u>Michigan</u>	SS
COUNTY OF	<u>Oakland</u>	)

On February 23rd, 2024, before me, Darryl Lambert, Notary Public, personally appeared Kathleen M. Boehmer, Vice President, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Darryl Lambert

DARRYL LAMBERT  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF OAKLAND  
My Commission Expires October 21, 2028  
Acting in the County of Oakland

My Commission Expires: 10/21/2028

*This area for official notarial seal*

Notary

Name: Darryl Lambert

Notary

Phone: 248-590-8109

Notary Registration

Number: N/A

County of Principal Place of

Business: Oakland

Exhibit "A"

**Temporary Construction Easement  
Legal Description**

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH  $15^{\circ} 35' 00''$  WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH  $74^{\circ} 25' 00''$  WEST, 202.24 FEET TO THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH  $13^{\circ} 51' 58''$  WEST, 24.96 FEET;

THENCE NORTH  $83^{\circ} 08' 52''$  WEST, 220.13 FEET;

THENCE SOUTH  $59^{\circ} 20' 58''$  WEST, 44.26 FEET;

THENCE NORTH  $57^{\circ} 38' 56''$  WEST, 84.20 FEET;

THENCE SOUTH  $72^{\circ} 15' 47''$  WEST, 112.67 FEET;

THENCE NORTH  $88^{\circ} 39' 12''$  WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH  $27^{\circ} 36' 30''$  WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF  $37^{\circ} 33' 30''$ ;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH  $24^{\circ} 50' 00''$  EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH  $74^{\circ} 56' 18''$  EAST, 23.14 FEET;

THENCE NORTH  $09^{\circ} 49' 15''$  EAST, 22.97 FEET;


THENCE SOUTH  $80^{\circ} 10' 45''$  EAST, 64.02 FEET;



THENCE SOUTH 56° 02' 13" EAST, 57.37 FEET;

THENCE SOUTH 84° 59' 36" EAST, 81.42 FEET;

THENCE SOUTH 86° 54' 14" EAST, 208.41 FEET;

THENCE SOUTH 08° 01' 40" WEST, 14.45 FEET; 

THENCE SOUTH 81° 58' 20" EAST, 20.00 FEET;

THENCE NORTH 08° 01' 40" EAST, 16.18 FEET;

THENCE SOUTH 86° 54' 14" EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

#### PARCEL 2

COMMENCING AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH A CENTRAL ANGLE OF 48° 00' 00";

THENCE ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 18.77 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL ANGLE OF 21° 27' 22";

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 36° 52' 03" WEST, 39.72 FEET;

THENCE SOUTH 07° 19' 16" WEST, 70.47 FEET;

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1 AND TO THE TRUE POINT OF BEGINNING.

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

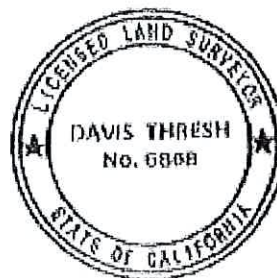
SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF  
ANY.



Davis Thresh, P.L.S. No. 6868

G-30-2022

Dated



## EXHIBIT 4

Recording Requested by:  
Napa County  
Department of Public Works

WHEN RECORDED MAIL TO:

Napa County  
Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559-3092

Attention:  
Director, Department of Public Works

APN: 027-330-015

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

## TEMPORARY CONSTRUCTION EASEMENT DEED

**CHRISTOPHER A. MARUSICH AND MICHELLE F. DEL ROSARIO, TRUSTEES OF THE  
MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017,**

hereby GRANT(S) to

### COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

A temporary construction easement (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "C" attached for construction and related purposes for the Dry Creek Road Bridge over Dry Creek Replacement Project (the Project). The GRANTEE's rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the Project for a period of thirty-six (36) consecutive months. Said 36-month period commenced on April 2, 2025, and shall terminate on April 2, 2028. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: (a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

SEE EXHIBIT "C" and "C-1" ATTACHED HERETO AND MADE A PART HEREOF

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: \_\_\_\_\_ **CHRISTOPHER A. MARUSICH, TRUSTEE**

BY: \_\_\_\_\_  
Christopher A. Marusich

**MICHELLE F. DEL ROSARIO, A TRUSTEE**

BY: \_\_\_\_\_  
Michelle F. Del Rosario





June 29, 2022  
BKF Job No: 20141065

**EXHIBIT "C"**  
**Temporary Construction Easement**  
**Legal Description**

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 202.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13° 51' 58" WEST, 24.96 FEET;

THENCE NORTH 83° 08' 52" WEST, 220.13 FEET;

THENCE SOUTH 59° 20' 58" WEST, 44.26 FEET;

THENCE NORTH 57° 38' 56" WEST, 84.20 FEET;

THENCE SOUTH 72° 15' 47" WEST, 112.67 FEET;

THENCE NORTH 88° 39' 12" WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH 27° 36' 30" WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF 37° 33' 30";

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 24° 50' 00" EAST, 6.12 FEET;

THENCE LEAVING SAID NORTHERLY LINE, NORTH 74° 56' 18" EAST, 23.14 FEET;

THENCE NORTH 09° 49' 15" EAST, 22.97 FEET;

THENCE SOUTH 80° 10' 45" EAST, 64.02 FEET;





June 29, 2022  
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THENCE SOUTH 56° 02' 13" EAST, 57.37 FEET;  
THENCE SOUTH 84° 59' 36" EAST, 81.42 FEET;  
THENCE SOUTH 86° 54' 14" EAST, 208.41 FEET;  
THENCE SOUTH 08° 01' 40" WEST, 14.45 FEET;  
THENCE SOUTH 81° 58' 20" EAST, 20.00 FEET;  
THENCE NORTH 08° 01' 40" EAST, 16.18 FEET;  
THENCE SOUTH 86° 54' 14" EAST, 9.35 FEET TO THE NORTHERLY LINE OF SAID  
PARCEL1 AND TO THE **TRUE POINT OF BEGINNING**.  
CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

PARCEL 2

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF  
DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF  
PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF  
SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF  
SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST,  
365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE  
NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH  
A CENTRAL ANGLE of 48° 00' 00";

THENCE ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 18.77 FEET TO  
THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST,  
89.27 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE  
SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

THENCE ALONG SAID CURVE A DISTANCE OF 9.46 FEET, THROUGH A CENTRAL  
ANGLE OF 21° 27' 22";

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 36° 52' 03" WEST, 39.72 FEET;

THENCE SOUTH 07° 19' 16" WEST, 70.47 FEET;



June 29, 2022  
BKF Job No: 20141065

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID  
PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING.**

CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

AS SHOWN ON THE ATTACHED EXHIBIT "C-1" AND BY THIS REFERENCE MADE  
PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF  
ANY.

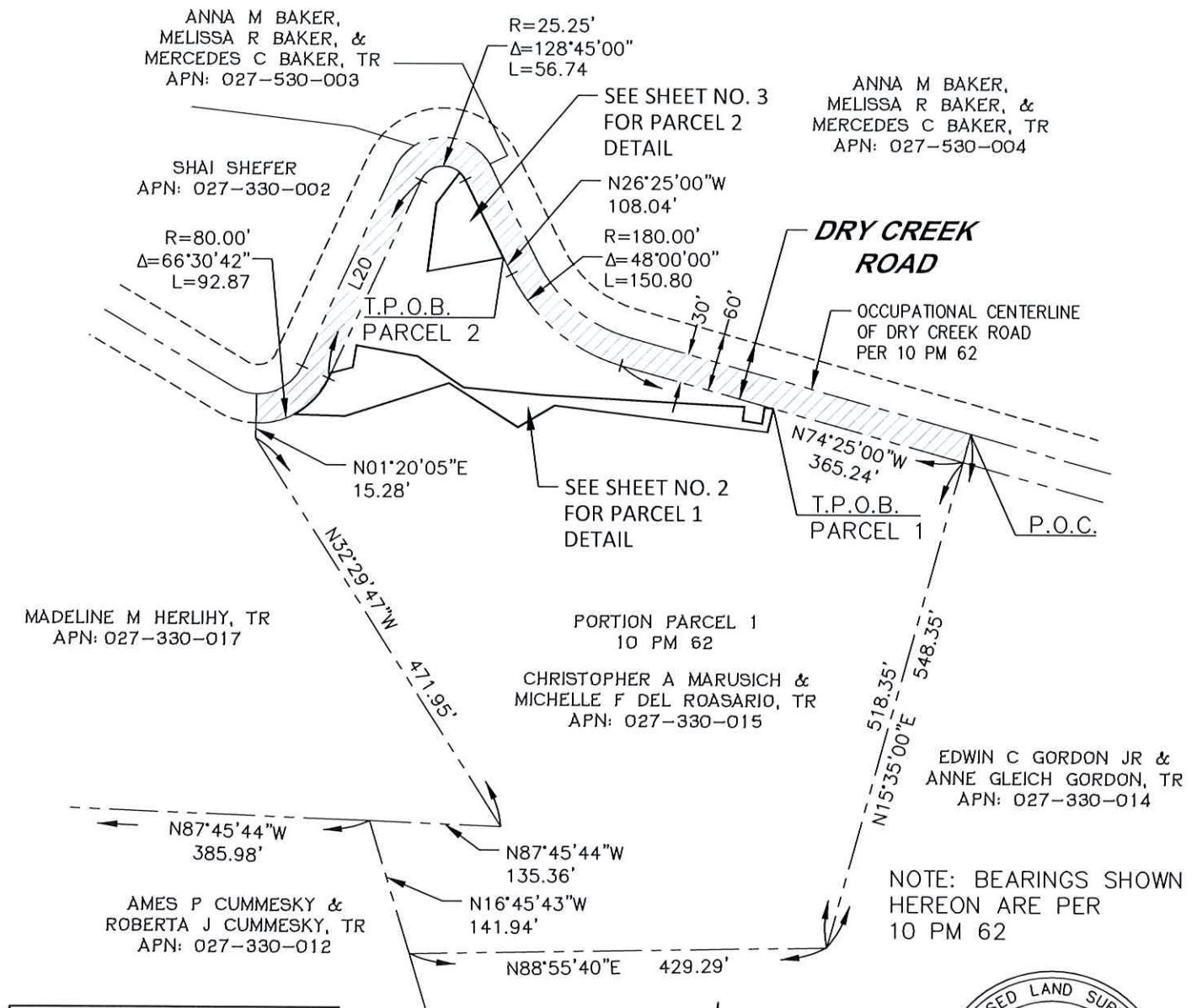
A handwritten signature in blue ink, appearing to read "Davis Thresh", written over a horizontal line.

Davis Thresh, P.L.S. No. 6868

6-30-2022

Dated



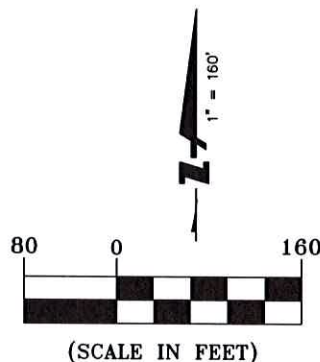


LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L20	225.33	N24°50'00\"E

### LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

\_\_\_\_\_ = EASEMENT LIMITS  
 \_\_\_\_\_ = PROPERTY LINE  
 \_\_\_\_\_ = EXISTING EASEMENT LINE  
 \_\_\_\_\_ = OWNED BY NAPA COUNTY PER 1119 O.R. 391



APN: 027-330-015  
 6235 DRY CREEK ROAD,  
 IN THE UNINCORPORATED AREA  
 OF THE COUNTY OF NAPA,  
 STATE OF CALIFORNIA.



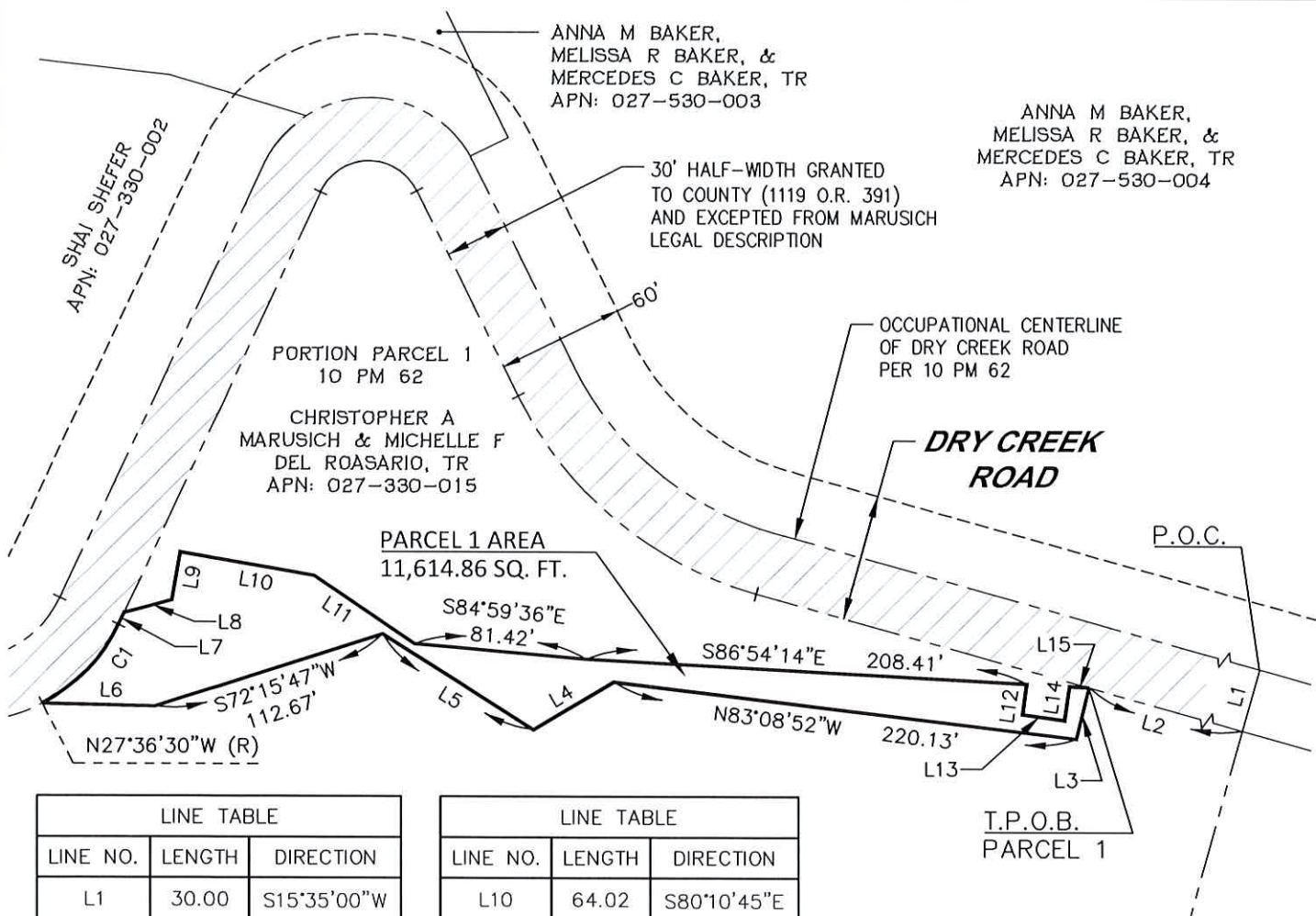
4675 MACARTHUR COURT  
 SUITE 400  
 NEWPORT BEACH, CA 92660  
 949-526-8460  
 949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
 Job No. 20141065  
 By TF Date 6/29/22 Chkd. NP  
 SHEET 1 OF 3



ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-003

ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-004



LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	30.00	S15°35'00"W
L2	202.24	N74°25'00"W
L3	24.96	S13°51'58"W
L4	44.26	S59°20'58"W
L5	84.20	N57°38'56"W
L6	52.59	N88°39'12"W
L7	6.12	N24°50'00"E
L8	23.14	N74°56'18"E
L9	22.97	N09°49'15"E

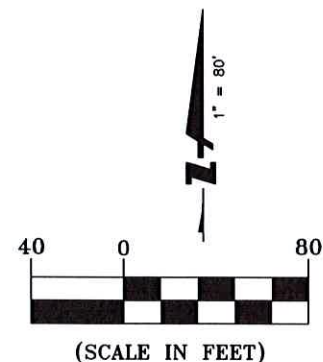
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L10	64.02	S80°10'45"E
L11	57.37	S56°02'13"E
L12	14.45	S08°01'40"W
L13	20.00	S81°58'20"E
L14	16.18	N08°01'40"E
L15	9.35	S86°54'14"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	52.44	80.00	037°33'30"

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING  
(R) = RADIAL

— = EASEMENT LIMITS  
- - - = PROPERTY LINE  
- - - = EXISTING EASEMENT LINE  
▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391



APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By IF Date 6/29/22 Chkd. NP  
SHEET 2 OF 3





**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California

County of \_\_\_\_\_

}

On \_\_\_\_\_ before me, \_\_\_\_\_  
*Date Here Insert Name and Title of the Officer*

personally appeared \_\_\_\_\_  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
*Signature of Notary Public*

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

APN: 027-330-015

**CERTIFICATE OF ACCEPTANCE**

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain TEMPORARY CONSTRUCTION EASEMENT DEED dated \_\_\_\_\_, 2025, from CHRISTOPHER A. MARUSICH and MICHELLE F. DEL ROSARIO, Trustees, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on \_\_\_\_\_, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

\_\_\_\_\_  
Anne Cottrell, Chair

Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 12, 2025</u></p> <p>PL No.: <u>131489</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
--	--	--

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State of California }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

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Signer's Name: \_\_\_\_\_

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☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Recording Requested by:  
Napa County  
Department of Public Works

WHEN RECORDED MAIL TO:  
Napa County  
Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559-3092

Attention:  
Director, Department of Public Works

**APN: 027-330-015**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*This document is exempt from the payment of a recording fee pursuant to Government Code § 27383 and §6103, and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922*

## TEMPORARY CONSTRUCTION EASEMENT DEED

**CHRISTOPHER A. MARUSICH AND MICHELLE F. DEL ROSARIO, TRUSTEES OF THE  
MARUSICH FAMILY REVOCABLE TRUST DATED MAY 4, 2017,**

hereby GRANT(S) to

**COUNTY OF NAPA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**

A temporary construction easement (TCE), over, across, under and through the real property situated in the County of Napa, State of California, described in Exhibit "C" attached for construction and related purposes for the Dry Creek Road Bridge over Dry Creek Replacement Project (the Project). The GRANTEE's rights under this easement include, without limitation, ingress and egress to the construction site and for the use and storage of tools, machinery, materials and equipment by GRANTEE, over, across and upon the Property, together with the right of ingress to and egress from said TCE areas and the right at all times to enter and use said real property and every part thereof for all purposes connected with the construction of the Project for a period of thirty-six (36) consecutive months. Said 36-month period commenced on April 2, 2025, and shall terminate on April 2, 2028. As used here, GRANTEE includes its officers, agents, contractors, and employees. The rights and obligations in this Temporary Construction Easement Deed will: (a) run with the TCE area and burden, inure to and be for the benefit of and be binding on the TCE area, GRANTOR and its successors and assigns; and (b) be binding on GRANTEE and its successors and assigns.

SEE EXHIBIT "C" and "C-1" ATTACHED HERETO AND MADE A PART HEREOF

This deed is hereby accepted by the Napa County Board of Supervisors as disclosed by the attached Certificate of Acceptance by its Board of Supervisors and attested thereto by the Deputy Clerk of the Board.

DATED: 06/03/2025

**CHRISTOPHER A. MARUSICH, TRUSTEE**

BY:  Trustee

Christopher A. Marusich

**MICHELLE F. DEL ROSARIO, A TRUSTEE**

BY:  Trustee

Michelle F. Del Rosario



June 29, 2022  
BKF Job No: 20141065

**EXHIBIT "C"**  
**Temporary Construction Easement**  
**Legal Description**

A PORTION OF PARCEL 1, IN THE UNINCORPORATED AREA OF THE COUNTY OF NAPA, STATE OF CALIFORNIA, AS SHOWN ON PARCEL MAP BOOK 10, PAGE 62, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

THENCE SOUTHERLY ALONG THE NORTHERLY PROD OF THE EASTERLY LINE OF SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST, 202.24 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 13° 51' 58" WEST, 24.96 FEET;

THENCE NORTH 83° 08' 52" WEST, 220.13 FEET;

THENCE SOUTH 59° 20' 58" WEST, 44.26 FEET;

THENCE NORTH 57° 38' 56" WEST, 84.20 FEET;

THENCE SOUTH 72° 15' 47" WEST, 112.67 FEET;

THENCE NORTH 88° 39' 12" WEST, 52.59 FEET TO THE NORTHERLY LINE OF SAID PARCEL 1, AND TO A POINT ON A CURVE, CONCAVE NORTHWESTERLY, WITH A RADIUS OF 80.00 FEET, AND A RADIAL LINE TO SAID POINT ON SAID CURVE HAVING A BEARING OF NORTH 27° 36' 30" WEST;

THENCE NORTHERLY ALONG SAID CURVE, A DISTANCE OF 52.44 FEET, THROUGH A CENTRAL ANGLE OF 37° 33' 30";

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June 29, 2022  
BKF Job No: 20141065

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PARCEL 1 AND TO THE **TRUE POINT OF BEGINNING**.

CONTAINING AN AREA, MORE OR LESS OF 11,614.86 SQUARE FEET (0.267 ACRES).

PARCEL 2

**COMMENCING** AT THE INTERSECTION OF THE OCCUPATIONAL CENTERLINE OF  
DRY CREEK ROAD WITH THE NORTHERLY PROD OF THE EASTERLY LINE OF  
PARCEL 1 OF PARCEL MAP BOOK 10, PAGE 62;

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SAID PARCEL 1, SOUTH 15° 35' 00" WEST, 30.00 FEET TO THE NORTHERLY LINE OF  
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THENCE WESTERLY ALONG SAID NORTHERLY LINE, NORTH 74° 25' 00" WEST,  
365.24 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE  
NORTHEASTERLY, WITH A RADIUS OF 180.00 FEET;

THENCE WESTERLY ALONG SAID CURVE, A DISTANCE OF 150.80 FEET, THROUGH  
A CENTRAL ANGLE of 48° 00' 00";

THENCE ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST, 18.77 FEET TO  
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THENCE CONTINUING ALONG SAID NORTHERLY LINE, NORTH 26° 25' 00" WEST,  
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SOUTHWESTERLY, WITH A RADIUS OF 25.25 FEET;

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ANGLE OF 21° 27' 22";

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 36° 52' 03" WEST, 39.72 FEET;

THENCE SOUTH 07° 19' 16" WEST, 70.47 FEET;



June 29, 2022  
BKF Job No: 20141065

THENCE NORTH 79° 41' 04" EAST, 79.49 FEET TO THE NORTHERLY LINE OF SAID  
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CONTAINING AN AREA, MORE OR LESS OF 4,512.97 SQUARE FEET (0.104 ACRES).

AS SHOWN ON THE ATTACHED EXHIBIT "C-1" AND BY THIS REFERENCE MADE  
PART HEREOF.

SUBJECT TO EASEMENTS, COVENANTS, CONDITIONS, RESTRICTIONS,  
RESERVATIONS, RIGHTS, RIGHTS-OF-WAY, AND OTHER MATTERS OF RECORD, IF  
ANY.

A handwritten signature in blue ink, appearing to read "Davis Thresh", written over a horizontal line.

Davis Thresh, P.L.S. No. 6868

6-30-2022

Dated



ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-003

SHAI SHEFER  
APN: 027-330-002

R=80.00'  
 $\Delta=66^{\circ}30'42''$   
L=92.87

R=25.25'  
 $\Delta=128^{\circ}45'00''$   
L=56.74

SEE SHEET NO. 3  
FOR PARCEL 2  
DETAIL

N26°25'00"W  
108.04'

R=180.00'  
 $\Delta=48^{\circ}00'00''$   
L=150.80

ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-004

**DRY CREEK  
ROAD**

OCCUPATIONAL CENTERLINE  
OF DRY CREEK ROAD  
PER 10 PM 62

T.P.O.B.  
PARCEL 2

N01°20'05"E  
15.28'

SEE SHEET NO. 2  
FOR PARCEL 1  
DETAIL

N74°25'00"W  
365.24'

T.P.O.B.  
PARCEL 1

P.O.C.

MADLINE M HERLIHY, TR  
APN: 027-330-017

PORTION PARCEL 1  
10 PM 62

CHRISTOPHER A MARUSICH &  
MICHELLE F DEL ROSARIO, TR  
APN: 027-330-015

EDWIN C GORDON JR &  
ANNE GLEICH GORDON, TR  
APN: 027-330-014

NOTE: BEARINGS SHOWN  
HEREON ARE PER  
10 PM 62

N87°45'44"W  
385.98'

AMES P CUMMESKY &  
ROBERTA J CUMMESKY, TR  
APN: 027-330-012

N87°45'44"W  
135.36'

N16°45'43"W  
141.94'

N88°55'40"E 429.29'

N15°35'00"E  
518.35'

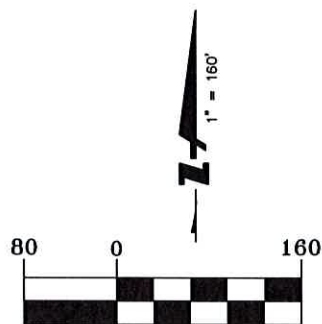
EDWIN C GORDON JR &  
ANNE GLEICH GORDON, TR  
APN: 027-330-014

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L20	225.33	N24°50'00"E

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

————— = EASEMENT LIMITS  
- - - - - = PROPERTY LINE  
- - - - - = EXISTING EASEMENT LINE  
▨▨▨▨▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391



APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By TF Date 6/29/22 Chkd. NP  
SHEET 1 OF 3



ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-003

ANNA M BAKER,  
MELISSA R BAKER, &  
MERCEDES C BAKER, TR  
APN: 027-530-004

30' HALF-WIDTH GRANTED  
TO COUNTY (1119 O.R. 391)  
AND EXCEPTED FROM MARUSICH  
LEGAL DESCRIPTION

OCCUPATIONAL CENTERLINE  
OF DRY CREEK ROAD  
PER 10 PM 62

**DRY CREEK  
ROAD**

P.O.C.

PORTION PARCEL 1  
10 PM 62

CHRISTOPHER A  
MARUSICH & MICHELLE F  
DEL ROSARIO, TR  
APN: 027-330-015

PARCEL 1 AREA  
11,614.86 SQ. FT.

T.P.O.B.  
PARCEL 1

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	30.00	S15°35'00"W
L2	202.24	N74°25'00"W
L3	24.96	S13°51'58"W
L4	44.26	S59°20'58"W
L5	84.20	N57°38'56"W
L6	52.59	N88°39'12"W
L7	6.12	N24°50'00"E
L8	23.14	N74°56'18"E
L9	22.97	N09°49'15"E

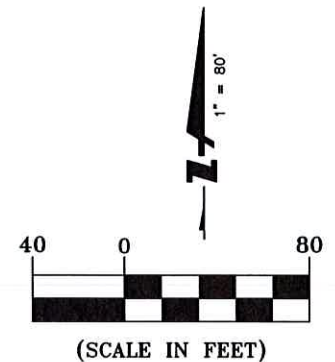
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L10	64.02	S80°10'45"E
L11	57.37	S56°02'13"E
L12	14.45	S08°01'40"W
L13	20.00	S81°58'20"E
L14	16.18	N08°01'40"E
L15	9.35	S86°54'14"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	52.44	80.00	037°33'30"

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING  
(R) = RADIAL

— = EASEMENT LIMITS  
- - - = PROPERTY LINE  
- - - = EXISTING EASEMENT LINE  
▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391

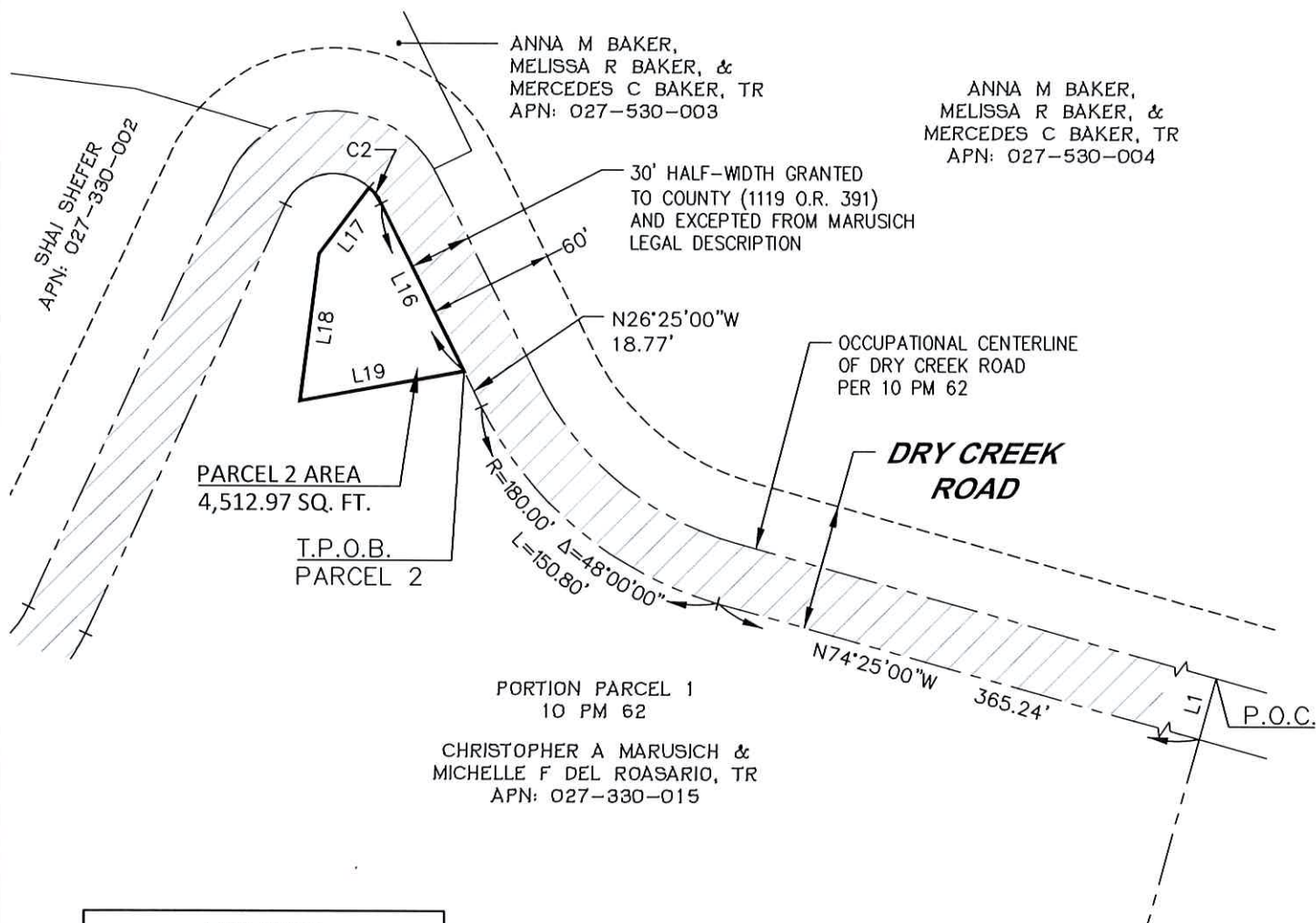


APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
949-526-8499 (FAX)

Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By TF Date 6/29/22 Chkd. NP  
SHEET 2 OF 3



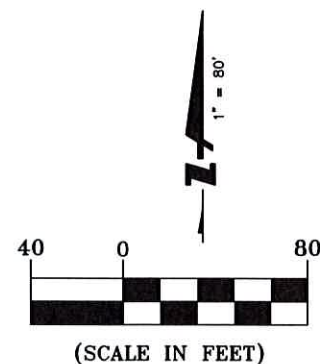
LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L16	89.27	N26°25'00"W
L17	39.72	S36°52'03"W
L18	70.47	S07°19'16"W
L19	79.49	N79°41'04"E

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C2	9.46	25.25	021°27'22"

## LEGEND

P.O.C. = POINT OF COMMENCEMENT  
T.P.O.B. = TRUE POINT OF BEGINNING

— = EASEMENT LIMITS  
- - - = PROPERTY LINE  
- - - = EXISTING EASEMENT LINE  
▨ = OWNED BY NAPA COUNTY  
PER 1119 O.R. 391



APN: 027-330-015  
6235 DRY CREEK ROAD,  
IN THE UNINCORPORATED AREA  
OF THE COUNTY OF NAPA,  
STATE OF CALIFORNIA.



4675 MACARTHUR COURT  
SUITE 400  
NEWPORT BEACH, CA 92660  
949-526-8460  
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Subject EXHIBIT "C-1" PLAT  
TEMPORARY CONSTRUCTION EASEMENT  
Job No. 20141065  
By TF Date 6/29/22 Chkd. NP  
SHEET 3 OF 3



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

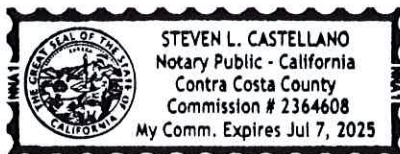
State of California

County of NAPA

On JUNE 3, 2025 before me, STEVEN L. CASTELLANO, NOTARY PUBLIC  
 Date Here Insert Name and Title of the Officer

personally appeared CHRISTOPHER A. MARWICH AND MICHELLE F. DEL ROSARIO  
 Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Signature]

Place Notary Seal and/or Stamp Above

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



APN: 027-330-015

CERTIFICATE OF ACCEPTANCE

Pursuant to California Government Code Section 27281, this is to certify that the interest in real property conveyed by that certain TEMPORARY CONSTRUCTION EASEMENT DEED dated \_\_\_\_\_, 2025, from CHRISTOPHER A. MARUSICH and MICHELLE F. DEL ROSARIO, Trustees, to NAPA COUNTY, a political subdivision of the State of California, is hereby accepted by order of the Board of Supervisors of said Napa County on \_\_\_\_\_, 2025, and Grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

\_\_\_\_\_  
Anne Cottrell, Chair  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel <i>Ryan FitzGerald</i> By: <u><del>John L. Myers</del> (e-sign)</u> Deputy County Counsel Date: <u>May 12, 2025</u> PL No.: 75360 and 131489</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____</p>
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

State of California }

County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

Place Notary Seal and/or Stamp Above

Signature of Notary Public

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian of Conservator☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

©2017 National Notary Association

County of Napa  
Public Works Department

<b>DRY CREEK ROAD BRIDGE REPLACEMENT PROJECT, RDS 15-22</b>						
May 7, 2025						
Project 14009						
<b>Budget Item</b>	<b>Budget Item Amount</b>	<b>Board Appropriation Request Today</b>	<b>Board Appropriation to date</b>	<b>Appropriation Amount Spent to Date</b>	<b>Budget Amount % Spent to Date</b>	<b>Appropriation Amount Balance</b>
Construction	\$6,380,821	\$0	\$6,380,821	\$49,000	1%	\$6,331,821
Construction Contingency (10%)	\$633,182	\$0	\$633,182	\$0	0%	\$633,182
Design and Engineering:	\$2,160,310	\$0	\$2,160,310	\$1,845,083	85%	\$315,227
Design and Engineering Contingency (5%)	\$108,016	\$0	\$100,000	\$0	0%	\$100,000
Lands and Temporary Construction Easement	\$750,000	\$0	\$750,000	\$732,072	98%	\$17,928
Construction Management, Inspection, and Administration	\$1,615,416	\$0	\$1,615,420	\$36,200	2%	\$1,579,220
County Project Management/Administration (PE+ROW+CE)	\$351,400	\$0	\$351,400	\$246,725	70%	\$104,675
CM/CA/INSP Contingency	\$178,205	\$0	\$178,205	\$0	0%	\$178,205
Permits/ Mitigation / Post Construction Maintenance/ Reporting	\$461,600	\$0	\$461,600	\$15,403	3%	\$446,197
<b>TOTAL</b>	<b>\$12,638,949</b>	<b>\$0</b>	<b>\$12,630,938</b>	<b>\$2,924,483</b>		<b>\$9,706,454</b>
Prepared by Graham Wadsworth, P.E.						



# 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:** 6/17/2025

**File ID #:** 25-933

**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Daniel Basore, Engineering Supervisor  
**SUBJECT:** On-Call Construction Management Professional Services Agreement with MCK Americas Inc.

### **RECOMMENDATION**

Approve and authorize Agreement No. 250429B with MCK Americas Inc. for a maximum compensation of \$1,000,000 per fiscal year for on-call construction management and related services. (Fiscal Impact: \$1,000,000 Expense; Various Capital Improvement Project Budgets; Budgeted; Discretionary)

### **BACKGROUND**

Napa County released a "Request for Statements of Qualifications (RFQ)" in January 2025 for construction management and related services. The County intends to enter into an on-call Professional Service Agreements (PSA) with the top ranked consultant from the RFQ process to assist with various County projects on an as-needed basis.

A Public Works staff selection committee ranked MCK Americas Inc. (MCK) as the highest ranked consultant. The PSA will be established for a five (5) year period, from 2025 to 2030, and for a not to exceed amount of \$1,000,000 per fiscal year. Entering into an on-call agreement with MCK will provide the support needed to complete a variety of projects and supplement internal resources when needed. If the Board approves the Agreement, then staff will request proposals from MCK for construction management services as needed and pay for consultant expenses from the project budget. By having on-call consultants, it reduces the time required for consultant selection and improves project delivery.

### **Requested Action:**

1. Approve and authorize Agreement No. 250429B with MCK Americas Inc. for on-call construction management and related services for a maximum compensation of \$1,000,000 per fiscal year.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes

Is it currently budgeted?	Yes
Where is it budgeted?	Various Capital Improvement Projects
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The proposed Professional Services Agreement with MCK will provide the required construction management related services for various upcoming County projects.
Is the general fund affected?	No
Future fiscal impact:	The proposed agreement expires June 17, 2030. Appropriations will be budgeted accordingly in future fiscal years.
Consequences if not approved:	County staff would need to prepare individual RFQs for every project, and in some cases, the cost to complete an individual RFQ could exceed the actual cost of the project. The consultant selection process can take several months to complete, and it is not always possible or practical to wait for this process on all projects.

### **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. 250429B

### PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 17th day of June 2025, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and MCK Americas, Inc.; DBA MCK Associates LLC, whose business address is 150 Executive Park Boulevard, Suite 2150, San Francisco, CA 94134 hereinafter referred to as “Consultant.”

#### RECITALS

- A. County wishes to obtain a qualified and capable firm to provide construction management and inspections services on an as-needed or on-call basis for various capital improvement projects.
- B. Consultant was selected to provide professional services after a competitive process conducted pursuant to RFQ Number PW012502.
- 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. Time is of the essence in the performance of the scope of services.

**1.3 Standard of Care.** Consultant represents that the professional services rendered under this Agreement shall be performed consistent with and limited to the standards ordinarily exercised by professionals practicing in the same field of service, under similar conditions, and at the same time and locality where the Services are performed. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within ninety (90) days 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 5 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 provided CONTRACTOR has been paid all undisputed invoice amounts due. 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 \$1,000,000 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 Project 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 contract year, 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 prevailing wage rate or 5.0%, whichever is less, during the preceding one-year term. If the adjustment is a negative number, then the unit prices shall not be adjusted for that year (the unit prices will not be decreased). 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, and employees from and against pure economic liability, claims, actions, proceedings, losses, injuries, damages or expenses, 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, to the extent caused by the grossly negligent acts or omissions or willful misconduct of Consultant or its officers, employees, and consultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the 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. In no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. CONSULTANT shall not be liable for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.

**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.

**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, 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 Prevailing Wage Requirements.** The scope of services includes “public works” as defined in the California Labor Code. Consultant shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit D.

## **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

Steve Lederer, Director of Public Works  
Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

### CONSULTANT

Steve McDevitt, Chief Operating Officer  
MCK Americas, Inc.  
150 Executive Park Boulevard, Suite 2150  
San Francisco, CA 94134

**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.

**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.

**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).

MCK AMERICAS, INC.

By   
NATHAN GAVZY, Executive Vice President

By   
BRENDAN MCDEVITT, President & CEO

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of Supervisors

APPROVED AS TO FORM Office of County Counsel  By: <i>Ryan FitzGerald</i> (e-sign) Deputy County Counsel  Date: June 6, 2025	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS  Date: _____ Processed By: _____  Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors  By: _____
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## **EXHIBIT A SCOPE OF SERVICES**

The scope of services generally includes construction management and inspection services for various Napa County capital improvement building and facilities projects. The scope of services includes, but is not limited to, the following:

- Construction management and inspection services including but not limited to civil, structural, mechanical, plumbing, framing, and electrical work.
- Preparation of daily construction inspection reports (to include photos with relevant construction activities for each day)
- Preparation of monthly constructed quantity forms, review and recommend action for progress payments
- Preparation of required state/federal forms (if necessary)
- Monitor site for plan and specification conformance
- Coordinate and facilitate preconstruction meetings
- Prepare the weekly statement of working days reports
- Enforce contract required environmental compliance
- Enforce contract required traffic control compliance
- Enforce dust, storm water discharge and noise compliance
- Maintain complete project files
- Respond, log, and process requests for information (RFIs)
- Facilitate project coordination meetings at work site or remotely (project dependent)
- Monitor and advise Napa County staff on project schedules
- Receive, log, review, and distribute submittals for approvals
- Review for legitimacy, and process change orders
- Dispute resolution
- As-built progress checks monthly, including close out as-builts
- Annotate construction photos
- Ensure improvements comply with the American with Disabilities Act (ADA)
- Coordinate construction completion walk through, establish and maintain punch list, complete and process notice of completion forms
- Monitor warranty services
- Monitor construction site safety
- Ensure proper local, state, and federal posters and/or project signs are on jobsite
- Constructability Reviews
- Complete and process contract evaluation performance forms

This professional services agreement will allow for construction management services on an as-needed basis for both infrastructure and building projects. Consultant shall provide cost estimates and schedule for requested work. After agreement, task orders such as the sample shown below will be issued prior to commencement of work. Work beyond what is authorized in a task order will not be reimbursed.

### Napa County Sample Task Order

To: **GHD**

[illegible]

**EXHIBIT B**  
**COMPENSATION AND FEE SCHEDULE**

County will pay Consultant in at the rates set forth in MCK's rate sheet dated June 4, 2025 which is set forth beginning on the next page.

MCK AMERICAS (PRIME)	Role	2025 Billing Rate
Al Cochran	Inspector	\$ 185.59
Ashley Seibert	Document Controls	\$ 139.19
Billy Boidock	Project Manager	\$ 212.45
Brendan McDevitt	Owners Rep/Senior Technical Adviser	\$ 256.41
Daniel Anderson	Inspector	\$ 177.05
Deborah Hart	Project Manager/Constructability	\$ 222.22
Evan Martinez	Inspector / Assistant Project Manager	\$ 190.48
Fabian Riquelme	Cost Estimator / Project Manager	\$ 207.57
James Weber	Cost Estimator	\$ 202.69
Jordan McDevitt	Jr. Inspector	\$ 136.75
Keith Ullinger	Project Manager	\$ 212.45
Lane Ybright	Inspector	\$ 175.09
Marc Biddle	Cost Estimator	\$ 207.57
Matt White	Scheduler	\$ 219.78
Michael Brett	Assistant Project Manager	\$ 168.50
Natasha Cargill	Assistant Project Manager	\$ 156.29
Nate Gavzy	Project Manager	\$ 244.20
Robert Cassarra	Inspector	\$ 173.38
Sam Singh	Inspector	\$ 168.50
Troy Siddall	Assistant Project Manager	\$ 174.60

\* 2026-2030 rates eligible for evaluation of increase per contract of 3% or at CPI index, whichever is lower

POUND MANAGEMENT	Role	Rate	3.5% MCK Markup	2025 Billing Rate
Calvin Meister	Project Manager	\$ 180.29	\$ 6.31	\$ 186.60
Julia Thompson	Project Manager	\$ 180.29	\$ 6.31	\$ 186.60
Kelly Balogh	Project Manager	\$ 193.00	\$ 6.76	\$ 199.76
Leslie Alspach	Project Manager/Technical	\$ 250.00	\$ 8.75	\$ 258.75
Matt Cameron	Project Manager	\$ 180.29	\$ 6.31	\$ 186.60
Matt Rush	Project Manager	\$ 235.95	\$ 8.26	\$ 244.21
Nathan Bereron	Project Manager	\$ 210.54	\$ 7.37	\$ 217.91
Oliver Dibble	Project Manager	\$ 176.00	\$ 6.16	\$ 182.16
Padraic McGinnis	Project Manager	\$ 162.00	\$ 5.67	\$ 167.67
Sean Grinnell	Project Manager	\$ 235.95	\$ 8.26	\$ 244.21
Virginia Thompson	Project Manager	\$ 204.00	\$ 7.14	\$ 211.14

## 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, 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 claim 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 commercial 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, 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**

### **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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-946

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**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works

**REPORT BY:** James Reese - Associate Engineer

**SUBJECT:** Amendment to Professional Services Agreement No.190001B for Biggs Cardosa Associates, Inc. for the Garnett Creek Bridge Replacement Br No. 21C0042, RDS 16-16.

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### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 190001B with Biggs Cardosa Associates, Inc. to increase the maximum compensation by \$75,032, for a new maximum of \$1,108,317, to provide technical and construction support services for the Garnett Creek Bridge Br. No. 21C0042 Bridge Replacement Project, RDS 16-16. (Fiscal Impact: \$75,032 Expense; Roads Capital Improvement Projects Fund; Budgeted; Discretionary).

### **BACKGROUND**

Garnett Creek Bridge (Br. No. 21C0042) was damaged in the August 24, 2014, Napa earthquake and the bridge is currently closed. The bridge is a stone masonry arch bridge on Greenwood Avenue approximately 0.2 miles northeast of Myrtledale Road. The bridge was constructed in 1904 and it is listed in the National Register of Historic Places. Garnett Creek Bridge is designated as an Off-System bridge and the Project is eligible for 100% Federal funding with Toll Credits paying the local match funds. The total estimated project cost including design, environmental clearance, right-of-way, construction engineering and construction is approximately \$10.2 million.

The California Department of Transportation (Caltrans) approved Preliminary Engineering (PE) funds (E76 for PE) for the amount of \$1,142,282. Caltrans does not allow the County to invoice for the “fully burdened” staff billing rate and other “non-participating” expenses that total approximately \$150,000 for the preliminary engineering phase. Staff propose paying these expenses from the Roads fund.

Over the past 10 years, Caltrans, the design consultants, and County staff evaluated replacing versus retrofitting the existing bridge. After completing several studies and meeting with property owners near the bridge, Caltrans approved the Bridge Type Selection for a retrofit instead of a replacement. The consultants will design a slab bridge to span over the existing stone masonry arch that will be supported by cast-in-drilled hole foundations.

The consultants completed the Phase 1 Exploration for cultural resources and Caltrans staff determined that additional exploration is required to comply with Section 106 of the National Historic Preservation Act of 1966. An additional \$75,032 is requested to submit a combined Archaeological Survey Reports/ Extended Phase I Exploration (ASR/XPI), a Supplemental Extended Phase I Exploration (Supplemental XPI), and a Historic Resources Evaluation Report (HRER) that are required for National Environmental Policy Act (NEPA) clearance. This amendment request seeks additional funding for the XPI due to increased sensitivity from Caltrans and the State Historic Preservation Officer (SHPO) regarding cultural resource preservation. It also includes an extension of the consultant's contract to ensure continued work on the project.

**Requested Action:**

Approve and authorize Amendment No. 1 to Agreement No. 190001B with Biggs Cardosa Associates, Inc. (BCA) to increase maximum compensation by \$75,032, for a new maximum of \$1,108,317 and extend the term for an additional five years for additional engineering services for the Garnett Creek Bridge Br. No. 21C0042 Bridge Replacement Project, RDS 16-16.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	CIP Project #16003
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The Garnett Creek Bridge must be repaired to open the bridge for first responders. Funding from the Roads Operational Budget alone will not be sufficient to cover the costs of repair; funding will be supplemented by Federal funds.
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that the preconstruction work could continue into fiscal year 2026-27. The Garnett Creek Bridge Replacement Project is eligible for 100% Federal funding; however, some expenses may not be eligible and will be paid for by the Roads fund and / or Measure T funds.
Consequences if not approved:	The County will forfeit Federal Highway Administration HBP grant funds, the County would not replace the existing bridge, and the County might be required to return the HBP funding received to date.

## Additional Information

FY 2015-16 budget included \$860,000 for the preliminary work (\$850,000 from Federal funding and \$10,000 from Roads fund). With the receipt of the E76 (grant authorization form) for \$650,000, the FY 2015-16 budget was revised to \$660,000 (\$650,000 from Federal funding and \$10,000 from the Roads fund) as part of the re-encumbrance for the FY 2016-17 budget. The FY 2016-17 budget included \$1,447,832 (\$1,352,832 from Federal funding and \$95,000 from the Roads fund) for a total of \$105,000 from the Roads fund. On May 15, 2018, the Board approved a budget transfer of \$45,000 from the Roads Operations fund and \$509,412 from anticipated revenue from Caltrans.

**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 staff and the consultant are preparing a CEQA document for the Board to review and approve at a future meeting.

**AMENDMENT NO. 1  
OF  
NAPA COUNTY AGREEMENT NO. 190001B PROFESSIONAL SERVICES  
AGREEMENT**

**THIS AMENDMENT NO. 1 OF NAPA COUNTY AGREEMENT NO. 190001B** is made and entered into retroactively as of the 1st day of July, 2024, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and BIGGS CARDOSA & ASSOCIATES, INC a California corporation whose business address is 865 THE ALAMEDA, SAN JOSE, CALIFORNIA 94126-5515, hereinafter referred to as "CONTRACTOR";

**RECITALS**

**WHEREAS**, COUNTY entered into Napa County Agreement No. **190001B** with CONSULTANT on July 1, 2018 (the "Agreement"), to obtain specialized services, as authorized by Government Code section 31000, in order to provide civil, structural, traffic, and geotechnical engineering services; right-of-way acquisition; and construction support; and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term of the Agreement and to increase the maximum compensation amounts payable to CONTRACTOR by \$75,032 from \$1,033,285 to \$1,108,317 to provide additional civil engineering, structure/bridge design, right of way engineering, traffic engineering, utilities design, environmental services, permitting, hydraulics/hydrology, geotechnical engineering, right of way acquisition, bid support, construction support, and local assistance program funding assistance, etc. for the Garnett Creek Bridge Br. No. 21C0042 Bridge Replacement Project, RDS 16-16; and

**WHEREAS**, CONTRACTOR is willing to provide such specialized services to COUNTY under the terms and conditions set forth herein; and

**TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, COUNTY and CONSULTANT hereby amend the Agreement as follows:

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

**Term of the Agreement.** The term of this Agreement shall commence on July 1, 2018 and shall expire on June 30, 2019, 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). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed **ten** additional years, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2. Paragraph 2 of the Agreement is amended in its entirety to read in full as follows:

**Scope of Services.** CONTRACTOR shall provide COUNTY those services set forth in Exhibit "A" as modified by Amendment No. 1 including its ATTACHMENTS 1 and 2, attached hereto, in addition to the RFQ and CONTRACTOR's proposal, incorporated by reference herein.

3. Paragraph 3(a) of the Agreement is amended in its entirety to read in full as follows:

**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" as modified by Amendment 1 including its ATTACHMENTS 1 and 2, attached hereto and incorporated by reference herein, for the respective services described therein. The consideration to be paid to CONTRACTOR as provided herein, shall be in compensation for all of CONTRACTOR's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

4. Paragraph 3(c) of the Agreement is amended in its entirety to read in full as follows:

**Compensation.**

(c) Maximum Amount. Notwithstanding subparagraphs (a) and (b), the maximum payments under this Agreement shall be a total of ONE MILLION ONE HUNDRED EIGHT THOUSAND THREE HUNDRED SEVENTEEN DOLLARS (\$1,108,317) provided, however, that such amounts shall not be construed as a guaranteed sum, and compensation shall be based upon services actually rendered and reimbursable expenses actually incurred. Each task set forth in Amendment 1 shall be subject to the maximum not to exceed fee for the task as set forth respectively in Attachment 1, and Attachment 2, unless prior written consent to exceed a task fee has been authorized in writing by the Project Manager. Any approval by the Project Manager to exceed a task fee



shall not alter the maximum payments for services and expenses under this Agreement.

5. Amendment 1 attached hereto, is hereby added to and incorporated into the Agreement.
6. Except as provided in Paragraphs 1-5, above, all other provisions of the Agreement shall remain in full force and effect as previously approved.

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

BIGGS CARDOSA & ASSOCIATES, INC

By   
ROY M. SCHNABEL, PRESIDENT

By   
DANIEL B. DEVLIN, SECRETARY

"CONTRACTOR"

NAPA COUNTY, a political subdivision  
of the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair  
Board of Supervisors

"COUNTY"

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>May 20, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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865 The Alameda  
San Jose, CA 95126-3133  
Telephone 408-296-5515  
Facsimile 408-296-8114

May 15, 2025  
2018200

Mr. James Reese, PE  
Napa County Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

Subject: Greenwood Avenue Bridge over Garnett Creek, Napa County, CA  
Additional Services Request No. 1  
[Update of Phase 1; Project Administration/Management, Preliminary Engineering Design,  
HBP Reprogramming of Revised Project Alternative, and Revised Environmental Scope]

Dear Mr. Reese:

**Additional Service Request Background Information:**

The project consists of replacing the existing masonry arch bridge at Greenwood Avenue over Garnett Creek (the bridge) in Napa County (County) on a new alignment. The existing bridge was severely damaged in 2014 South Napa County earthquake. Subsequent inspection by Caltrans Structure Maintenance and Investigations determined the general condition of the bridge to be unsafe and structurally inadequate and recommended immediate closure of the bridge. The purpose of the project is to reopen the bridge and provide safe crossing across the Garnett Creek. The project was initially programmed as a replacement on a new (straightened) alignment with Caltrans. However, this alternative did not consider that the bridge was listed on the National Register of Historic Places which required assessment of project alternatives that would preserve the historic asset. The replacement alternative also did not consider the local public's strong inclination to maintain and not replace the existing bridge. After studying various alternatives including replacement on a separate alignment, and retrofit & rehabilitation of the existing structure, the County reconsidered and redirected the project to be a retrofit & rehabilitation project. Biggs Cardosa subsequently needed to perform the following additional Preliminary Engineering Design, Environmental Documents, and Technical Studies services associated with changes in project design direction and requirements while performing Phase 1 scope of work:

1. Additional engineering to accommodate a change of the originally proposed bridge replacement project on a straightened alignment alternative, to perform additional project configuration alternative studies to accommodate 1-lane/2-way traffic configuration as well as to accommodate historic bridge requirements and MASH Barrier compliance, to reprogram the project as a HBP replacement project on the existing alignment.
2. Additional engineering to update the Geometric Approval Drawings (GADs) and Structure Type Selection Report and obtain concurrence from Caltrans.
3. Additional engineering and environmental services to coordinate with Caltrans and streamline the Environmental Documents and Technical Studies approach to determine the revised environmental requirements and update the required environmental documents, to prepare and submit revised Preliminary Engineering Services (PES) form, to perform reconnaissance level field survey, to complete the new environmental studies and reports such as Aquatic Resources Delineation (ARD) Report, a combined Archaeological Survey Reports/Extended Phase I Exploration (ASR/XPI), a Supplemental Extended Phase I Exploration (Supplemental XPI)

and a Historic Resources Evaluation Report (HRER) required by the revised PES for National Environmental Policy Act (NEPA) clearance.

4. Additional Phase 1 Project Administration and Management required for coordination, meetings, project programming, document administration, and invoicing induced by the changes in project direction outlined above and resulting extended project design schedule.

### **HBP Reprogramming of Revised Project Alternative**

Caltrans initially programmed the project as Bridge Replacement project under the Highway Bridge Program (HBP). However, after resubmittal of the Structure Type Selection Report, Caltrans District Local Assistance in July 2021 suggested that the project to be reprogrammed as rehabilitation since the Structure Type Selection Report is proposing to retrofit and rehabilitate the existing bridge instead of replacing it. To reprogram the project as rehabilitation, Biggs Cardosa coordinated with Caltrans DLA and attended meeting Caltrans Structure Local Assistance. Additionally, Biggs Cardosa prepared signature ready LAPG Exhibit 6A, 6B and 6D to request reprogramming of the project in September 2021, which was not included in the original scope of work. In April 2022, Caltrans Structures Local Assistance requested meeting with the Caltrans District and the County to discuss reprogramming of the project. Caltrans subsequently revised their decision and required the project to be reprogrammed as a Replacement on the existing alignment with a single lane bridge. Following discussion with Caltrans in April 2022, Biggs Cardosa then prepared signature ready LAPG Exhibit 6A, 6B and 6D in July 2022, and again revised and resubmitted the Structure Type Selection Report in August 2022, which is considered out-of-scope work. The retrofit and rehabilitation strategy consisted of providing scour countermeasures to protect the existing masonry stone arch bridge and to prevent it from collapsing in the event of scour. However, in July 2022, Caltrans District confirmed that Scour Countermeasures are not eligible for reimbursement under HBP for the Bridge Replacement project. Therefore, the Structure Type Selection Report was revised to eliminate proposed scour countermeasures.

### **Preliminary Engineering Design**

The original scope of work consists of evaluating the feasibility of a bridge retrofit alternative and a bridge replacement alternative within the County's current right-of-way. The County previously determined that a bridge replacement on a different alignment outside of the County's Right-of-Way was impractical and infeasible and would not need to be evaluated. However, during preliminary engineering, the County requested to also evaluate the feasibility of a Bridge Replacement on an off-set alignment alternative and of a Bridge Rehabilitation/Retrofit to accommodate pedestrians and bicycles alternative. Per the County's request, Biggs Cardosa evaluated the feasibility of four alternatives, instead of two, and submitted the feasibility study to the County in May 2019.

After the feasibility study, the County selected the bridge rehabilitation/retrofit alternative for the project. The proposed project includes rehabilitation of the existing masonry stone barriers. The existing masonry stone barriers were previously severely damaged by the 2014 South Napa Earthquake and require rehabilitation. Because the project has been programmed with and will be funded by Federal Highway Administration's (FHWA) Highway Bridge Program (HBP), the bridge barrier rehabilitation is required to comply with the Manual for Assessing Safety Hardware (MASH) criteria. The existing masonry stone barriers are currently not compliant with the MASH criteria and is required to be replaced

or modified. However, because replacement of the existing masonry stone barriers would likely result in a Finding of Adverse Effect under Section 106 because the existing bridge is listed in the National Register of Historic Place the County ruled out the barrier replacement option and inquired about constructing new MASH compliant barriers on the outside of existing masonry stone barriers. However, Caltrans Structure Local Assistance (SLA) stated that constructing MASH Complaint barriers on the outside of existing masonry stone barriers is not acceptable because MASH approved bridge barriers would need to be the first obstacle of which the vehicle would be in contact. Based on the coordination with the Caltrans, the County opted to include the MASH compliant barriers on the inside of the existing masonry stone barriers. Biggs Cardosa performed extensive research, including coordination with out-of-state Department of Transportation (DoT) to find a suitable MASH compliant barriers which would not result in Findings of Adverse Effects and would maintain minimum of 15'-0" clear travel width.

AASHTO minimum design criteria requires minimum of 18'-0" travel width, and Napa County Road and Street Standards require a minimum travel width of 20'-0". The existing bridge consists of a substandard 17'-0" wide traveled way accommodating two-way traffic. Per Bridge Inspection Report, current traffic configuration on the existing bridge is classified as 1-lane/2-way. Adding MASH compliant barriers on the inside would further reduce the travel width of the bridge to 15'-0" and would not meet the minimum design criteria. At County's request, Biggs Cardosa evaluated various bridge widening alternatives to meet the minimum design standards. Our original scope only includes evaluating the feasibility of bridge replacement and bridge retrofit/rehabilitation and does not include evaluating various widening alternatives. After evaluating various widening alternatives, in addition to the rehabilitation and retrofit, the County, after coordination with Caltrans Architectural Historian on August 28, 2019, gave direction to widen the bridge to provide sufficient travel width for the two-way traffic. Per County's direction, we had prepared the Geometric Approved Design (GAD) and Structure Type Selection Report. The County submitted Type Selection Report to Caltrans for approval on May 21, 2020. The Structural Type Selection Report proposed retrofitting, rehabilitation, and widening the existing bridge to meet the current design standards.

After the Structural Type Selection Report was submitted to Caltrans for approval, the County requested Biggs Cardosa to revisit the widening of the bridge, which is considered additional out-of-scope work. To help reduce the cost and potential construction difficulties of this project, the County emailed Biggs Cardosa on July 29, 2020, to evaluate the possibility of not having to widen historic masonry arch bridge (which requires special masonry units and workmanship to maintain the historic integrity of the structure), and changing the project to simply maintain the existing one-lane/two-way traffic configuration across the bridge and not widen the bridge. On July 30, 2020, County requested a meeting with the County management to further discuss following:

- Obtaining design exception for non-MASH compliant barriers and keeping the existing masonry stone barriers
- Convert the existing bridge to one-lane yield control bridge
- MASH compliant barrier alternatives

During the meeting on July 31, 2020, and during follow-up coordination, the County requested Biggs Cardosa to coordinate with Caltrans District Local Assistance to confirm the viability of maintaining existing traffic configuration from a HBP programmatic point of view. In addition, the County also

requested BKF to study feasibility of maintaining the existing 1-lane/2-way traffic configuration from the engineer perspective. On August 12, 2020, Caltrans DLA, SLA and Architectural Historian suggested that maintaining the existing 1-lane/2-way traffic configuration should not be a concern from a programmatic perspective. After the meeting with Caltrans DLA, BKF prepared various alternatives and revised a design memorandum for maintaining the existing traffic configuration. On September 4, 2020, Biggs Cardosa and BKF presented these alternatives to the County. Following the presentation, County requested the design memorandum to be revised. Preparing the revised design memorandum and addressing County's comments was not included in the original scope of work and considered additional effort.

Maintaining the existing traffic configuration and reduced travel width of 15'-0" requires a Design Exception from the Napa County Fire and Emergency Department as well as from Napa County Public Works Department. After coordination with Caltrans and reviewing the proposed solutions, County directed Biggs Cardosa to prepare the design exception and a Public Outreach Information Sheet, which was not included in the original scope of work and considered additional effort. After receiving the design exception from the Napa County Fire and Emergency Department and the Napa County Public Works Department, the County directed the design team to revise the Structure Type Selection Report on 9/24/2020. Per County's direction, Biggs Cardosa and BKF revised the Geometric Approved Design (GAD) and Structure Type Selection report and submitted to Caltrans for approval on 11/12/2020.

After a draft Type Selection Report was submitted to Caltrans in May 2020, County requested the following additional tasks be performing which were not included in the original scope of work and considered additional effort:

- Attending a meeting with County on July 31, 2020, to discuss maintaining existing traffic configuration
- Attending a meeting with Caltrans DLA, SLA, and architectural historian on August 12, 2020
- Preparing feasibility and viability of maintain existing 1-lane/2-way traffic configuration
- Presenting the design alternatives to the County to maintain existing traffic configuration
- Update the traffic memorandum and revising it per County's comments
- Preparing Design Exceptions for approval from Napa County Fire and Emergency Department and from Napa County Public Works Department
- Preparing Public Outreach Information Sheet
- Revising and resubmitting GAD and Structure Type Selection Report to Caltrans for approval

### **Revised Environmental Scope**

The project was initially programmed as a replacement on a new alignment with Caltrans. Based on the initially proposed project, the County performed PES in November 2015. There have been several changes in the project scope of work since the PES was completed in 2015. Per discussion with Caltrans in July 2022, the project now proposes to replace the existing bridge on the current alignment, while maintaining the existing historic structure. Since there have been substantial changes in the project, the County requested updating the PES to reflect the proposed project. The revised PES consists of several reports which were not included in the original PES and the original scope of work. To date, the team has initiated preparation of some technical studies, including Natural Environment Study (NES), Traffic



and Noise Memo, Water Quality Memo, and Cultural Resources coordination and documentation, but completion of these studies had been on hold until the Type Select Report and roadway traffic configuration was finalized. Several of the memos are no longer required by the updated PES, however, a substantial amount of the reports was already completed.

The project is also subject to compliance with Section 106 of the National Historic Preservation Act (NHPA). Caltrans, acting on behalf of FHWA, will comply with Section 106 under the January 2014 First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, As It Pertains to the Administration of the Federal-aid Highway Program in California (Caltrans Section 106 PA). This scope of work has been prepared assuming that a Finding of No Adverse Effect with Standard Conditions: the use of the Secretary of Interior's Standards for the Treatment of Historic Properties is the appropriate document for compliance with Section 106.

As a result of recent regulatory agency coordination, additional effort and documentation related to biological, cultural, and community outreach are anticipated to be required to support NEPA and CEQA approval. Finally, the duration of the project development phase of the project has extended beyond what was originally anticipated, resulting in additional expenditures for project management and meeting attendance beyond what was included in GPA's contract.

### **Additional Phase 1 Project Management and Administration**

The project was first awarded to the prime and structures consultant, Biggs Cardosa Associates in April 2018, and the contract agreements were signed in the July 2018. The original scope of work included in the executed contract agreements anticipated that the Preliminary Engineering (design and bid support) phase of the project would be completed by April 2019, and the final design would commence by May of 2019. However, the Phase 1 schedule was delayed resulting in the need for additional Project Management and Administration consisting of coordination, meetings, project programming, document administration, and invoicing induced by the changes in project direction outlined below, and an extended project design schedule.

- 1) The requirement to perform a feasibility study of various alternatives, including widening the existing bridge
- 2) The requirement to revise and resubmit the Structure Type Selection Report to maintain existing bridge width
- 3) The requirement to reprogram the project as retrofit/rehabilitation in 2021
- 4) The requirement to revise and reprogram the project back as a replacement in 2022
- 5) The requirement to perform a Supplemental Extended Phase I exploration.
- 6) Because the additional Preliminary Engineering Design required, the Preliminary Engineering phase needs to be extended beyond the expiration term of Biggs Cardosa's Professional Services Agreement No. 190001B of June 30, 2024.



## **SCOPE OF WORK**

Because of the abovementioned circumstances, the following additional design engineering services is required for the Greenwood Avenue Bridge over Garnett Creek Project. The additional effort required involves the following subtask effort breakdown:

### **Task 1: Preliminary Engineering Design, Environmental Documents, and Technical Studies**

#### **Subtask 1.1.1: Project Administration/ Budgeting/ Cost Accounting**

- Preparing, reviewing, and submitting invoices
- Administering and managing project budget and scope

#### **Subtask 1.1.2: Coordination Meetings**

- Facilitate meetings with the County to coordinate design alternatives to maintain existing 1-lane/2-way traffic configuration and MASH compliant barrier options
- Perform internal design meetings to coordinate design alternatives to maintain existing 1-lane/2-way traffic configuration and MASH compliant barrier options
- Facilitate meetings with the Caltrans DLA, Environmental and SLA to discuss maintain existing 1-lane/2-way traffic configuration and MASH compliant barrier options
- Facilitate meetings with Caltrans DLA, Environmental, and SLA to determine viability from programmatic standpoint in 2021 and 2022
- Facilitate meetings with Design Team to coordinate and complete Supplemental XPI field Exploration and update Revised ASR/XPI Report

#### **Subtask 1.1.3: Project Schedule**

- Revise project schedule to submit with revised Type Selection Report

#### **Subtask 1.1.4: Local Program Compliance / Funding Assistance**

- Coordinate with Caltrans DLA, SLA and the County for reprogramming of the project as rehabilitation and then again as replacement on the existing alignment
- Prepared LAPG Exhibits 6A, 6B, and 6D for reprogramming of the project as rehabilitation and then again as replacement on the existing alignment

#### **Subtask 1.3.1: Roadway Approval Drawings**

- Project Management, Coordination, and Meetings
- Prepare feasibility Analysis of Maintain Existing 1-lane/2-way Traffic Configuration
- Prepare Design Exception to Maintain Existing 1-lane/2-way Traffic Configuration
- Revise Geometric Approved Drawing

#### **Subtask 1.3.4: Traffic Memorandum**

- Update Traffic Memorandum for Maintaining the Existing 1-lane/2-way Traffic Configuration

#### **Subtask 1.3.5: Bridge Strategy Report / Type Selection Memorandum**

- Project Management, Coordination, and Meetings
- Research suitable MASH compliant barriers likely to have Findings of No Adverse Effects
- Prepare exhibits with various barrier rehabilitation alternatives

- Evaluate Feasibility of Bridge Replacement on an offset alignment and the Bridge Rehabilitation/Retrofit for pedestrian/bicycle use
- Evaluate various widening alternatives
- Update Structural General Plan Alternatives
- Update Bridge Type Selection Report for rehabilitation and then again for replacement on existing alignment

#### Subtask 1.4.2: Biological Resources

- Perform reconnaissance level field visit to supplement surveys performed in 2019
- Update Biological Survey Area (BSA), if required
- Update Natural Environment Study (NES)
- Prepare Aquatic Resources Delineation (ARD) Report

#### Subtask 1.4.3: Cultural Resources (APE, HPSR, APE/XPI, HRER, SOIS and FOE)

- Update Evaluation of Garnett Creek Bridge from Cultural Resources Perspective
- Prepare Findings of Effect Memo
- Attend meeting with Caltrans PQS and coordinate with Caltrans SCO and SHPO
- Prepare ASR/XPI Proposal
- Perform XPI field Exploration
- Prepare ASR/XPI Report
- Perform Supplemental XPI field Exploration
- Prepare Revised ASR/XPI Report

#### Subtask 1.4.8: Community and Land Use Memorandum

- Prepare more comprehensive Community and Land Use Memorandum

#### Subtask 1.4.14: Preliminary Environmental Study (Form)

- Coordinate with the design team and Caltrans
- Prepare PES form

### **Proposed Additional Budget**

As there has been significant on-going scope of work changes from the onset of the project during Task 1: Preliminary Engineering Design, Environmental Documents, and Technical Studies when most of the project budget had not yet been expended, the County requested that these out-of-scope work items be tracked and not submitted as individual Additional Services Requests, and the County paid project invoices as received including for performing the out-of-scope work up until the Professional Service Agreement contract term on June 30, 2024. Subsequent to the contract term date, a contract term extension to perform the following remaining tasks are needed to obtain Caltrans environmental approval for the proposed Type Selected project:

#### Subtask 1.1.1: Project Administration/ Budgeting/ Cost Accounting

- Preparing, reviewing, and submitting invoices for contract extension period
- Administering and managing project budget and scope for contract extension period

Subtask 1.1.2: Coordination Meetings

- Facilitate meetings with Design Team to coordinate and complete Supplemental XPI field Exploration and update Revised ASR/XPI Report

Subtask 1.1.4 Local Program Compliance / Funding Assistance

- Facilitate meetings with County to coordinate and update HBP project funding documents and exhibits

Subtask 1.4.3: Cultural Resources (APE, HPSR, APE/XPI, HRER, SOIS and FOE

- Perform Supplemental XPI field Exploration
- Prepare Revised ASR/XPI Report

As the County's intent is to extend the contract and revise the scope of work to only include the remaining work required to obtain Caltrans Environmental approval for the proposed Type Selected project, this Additional Service Request (ASR) only includes the additional work required to extend the contract to manage, coordinate and perform the supplemental XPI field survey and update the Revised ASR/XPI Report required to obtain Caltrans Environmental approval of the Type Selected project.

The role of Biggs Cardosa is the prime and structures consultant, and the role of GPA is the Environmental and Permitting Consultant. We propose that the additional budget required to perform the extra work associated with **Additional Services Request No. 1 to be \$75,032** broken down by consultant as follows:

➤ <b>Greenwood Avenue Bridge over Garnett Creek Project</b>	<b>FEE</b>
○ Biggs Cardosa (See Attachment 1 for task/hourly breakdown)	\$29,335.00
○ GPA (See Attachment 2 for task/hourly breakdown)	\$45,697.00
<b>TOTAL ADDITIONAL BUDGET PROPOSED</b>	<b>\$75,032.00</b>

If approved, the additional budget of **\$75,032.00 along with a minimum 6-month contract term extension** for Greenwood Avenue Bridge over Garnett Creek **Amendment 1** will be added to the current Contract Agreement budget as follows.

**PHASE 1: PRELIMINARY DESIGN, ENVIRONMENTAL DOCUMENTS AND TECHNICAL STUDIES**

➤ Contract Agreement (July 1, 2018)	
▪ Phase 1 NTE Fee	\$522,150.00
▪ Phase 1 Direct Expenses	\$ 92,748.00
➤ <u>Greenwood Ave Bridge over Garnett Creek Amendment No. 1 Fee</u>	<u><b>\$ 75,032.00</b></u>
<b>PHASE 1 BUDGET:</b>	<b>\$ 689,930.00</b>

**PHASE 2: ENGINEERING DESIGN (PS&E), R/W SERVICES & CONSTRUCTION BID SUPPORT**

➤ Contract Agreement (July 1, 2018)	
▪ Phase 2a NTE Fee	\$ 312,417.00
▪ Phase 2a Direct Expenses	\$ 28,220.00
▪ Phase 2b NTE Fee (R/W Appraisal & Acquisitions)	\$ 45,750.00
▪ <u>Phase 2b Direct Expenses (R/W Appraisal &amp; Acquisitions)</u>	<u>\$ 32,000.00</u>
<b>PHASE 2 BUDGET:</b>	<b>\$ 418,387.00</b>
<b>TOTAL BUDGET:</b>	<b>\$1,108,317.00</b>

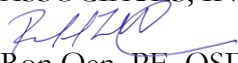
We look forward to continuing to work with you on this project. Should you have any questions or require any additional information, please do not hesitate to contact me on my cell phone at (408) 781-4549, or by email at [roen@biggscardosa.com](mailto:roen@biggscardosa.com).

Enclosure:

- Attachment 1 – Biggs Cardosa Additional Service Request No. 1 Fee Breakdown 05/15/25
- Attachment 2 – GPA Additional Service Request No.1 Proposal 05/15/25

Sincerely,

BIGGS CARDOSA  
ASSOCIATES, INC.

  
Ron Oen, PE, QSD  
Principal | Vice President

Additional Service Request No.1 GARNETT CREEK BRIDGE (REPLACE) AT GREENWOOD AVE (BRIDGE NO. 21C-0042)  Engineering and Design Services - Phase 1  Estimate of Labor Effort & Expenses  15-May-25		BCA										Total Hours	Total Fee
		Project Management & Structural Engineering											
		Principal-in-Charge (QA)	Principal I (Project Manager)	Engineering Manager	Senior Engineer	Project Engineer	Staff Engineer	Assistant Engineer	Junior Engineer	Senior Computer Drafter	Secretarial Services		
Task Description	Staff Rate (Direct Cost Fixed Fee)	\$301	\$238	\$194	\$177	\$155	\$127	\$112	\$100	\$152	\$99		\$
PHASE 1: PRELIMINARY ENGINEERING DESIGN, ENVIRONMENTAL DOCUMENTS & TECHNICAL STUDIES													
Task 1.1 Phase 1 Project Management													
1.1.1	Project Administration/ Budgeting/ Cost Accounting		16								4	20	\$4,199
1.1.2	Coordination Meetings		40			40						80	\$15,722
1.1.3	Project Schedule											0	\$0
1.1.4	Local Program Compliance / Funding Assistance		8			24						32	\$5,629
1.1.5	Quality Assurance											0	\$0
Subtotal		0	64	0	0	64	0	0	0	0	4	132	\$25,551
Task 1.2 Planning and Project Development													
1.2.1	Purpose and Need											0	\$0
1.2.2	Research, Data Gathering, Field Assessment and Materials Testing											0	\$0
1.2.3	Surveying (Bridge Scan, Channel Survey and Topography)											0	\$0
1.2.4	[Intentionally Left Blank]											0	\$0
1.2.5	R/W Mapping											0	\$0
1.2.6	Utilities											0	\$0
1.2.7	Base Mapping											0	\$0
Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 1.3 Preliminary Design Engineering / Concept Plans													
1.3.1	Roadway Approval Drawings											0	\$0
1.3.2	Hydrology and Channel Hydraulics											0	\$0
1.3.2a	Scour Countermeasures Recommendations for Seismic Retrofit Alternative (OPTIONAL)											0	\$0
1.3.3	Geotechnical Studies and Preliminary Report											0	\$0
1.3.4	Traffic Memorandum											0	\$0
1.3.5	35% Bridge Seismic Strategy Report / Type Selection Project Memorandum											0	\$0
Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 6 Design Support During Construction													
Construction Support Services												0	\$0
Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0
Task 1.4 CEQA / NEPA Environmental Approval (Environmental Documents and Technical Studies)													
1.4.1	Project Initiation and Agency Coordination											0	\$0
1.4.2	Biological Resouces, Natural Environmental Study with Jurisdictional Delineation Forms											0	\$0
1.4.3	Cultural Resouces APE, HPSR, ASR, HRER, SOIS and FOE		4		16							20	\$3,785
1.4.3a	Memorandum of Agreement [OPTIONAL]											0	\$0
1.4.4	Section 4(f) Evaluation											0	\$0
1.4.5	Water Quality Assessment Report Memorandum											0	\$0
1.4.6	Traffic Technical Memorandum (Construction)											0	\$0
1.4.7	Construction Noise Memorandum											0	\$0
1.4.8	Land Use and Community Impacts Memorandum											0	\$0
1.4.9	Visual Resouces Brief Memorandum											0	\$0
1.4.10	Equipment Staging Memorandum											0	\$0
1.4.11	CEQA Clearance Document											0	\$0
1.4.12	NEPA Clearance Document											0	\$0
1.4.13	Public Meetings (OPTIONAL)											0	\$0
1.4.14	Endangered Species Act Consultation (OPTIONAL)											0	\$0
Subtotal		0	4	0	16	0	0	0	0	0	0	20	\$3,785
Optional Services Subtotal		0	0	0	0	0	0	0	0	0	0	0	\$0
Project Total Labor - PHASE 1		0	64	0	0	64	0	0	0	0	4	132	\$25,551
Total Hours Per Consultant - PHASE 1		132										132	
Phase 1 - DIRECT EXPENSES													
Plotting, Printing, Postage, and Travel													\$0
Archaeology Survey Report													\$0
Construction Noise Memorandum													\$0
Drilling													\$0
Materials Testing: NDT, Compressive Strength, Coring, Petrographic Examination													\$0
Material Testing Assessment: Visual Survey, Half Cell Testing													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
													\$0
Project Total Reimbursable Expenses		\$0											\$0
PART 1: PREPARATION AND APPROVAL OF STRATEGY REPORT													
Task 1.1: Phase 1 Project Management		\$25,551											\$25,551
Task 1.2: Planning and Project Development		\$0											\$0
Task 1.3: Preliminary Design Engineering / Concept Plans		\$0											\$0
Task 1.4: CEQA / NEPA Environmental Approval (Environmental Documents and Technical Studies)		\$3,785											\$3,785
Total Project Fee Per Consultant		\$29,335											\$29,335

## CONSULTING



**GARNETT CREEK BRIDGE AT GREENWOOD AVENUE BRIDGE REPLACEMENT PROJECT  
PHASE 1 AND PHASE 2  
AMENDMENT #2**

### **PROJECT BACKGROUND & UNDERSTANDING**

The County of Napa (County) contracted with Biggs Cardosa Associates, Inc. (BCA) under Agreement No. 190001B dated July 1<sup>st</sup>, 2018, to provide design services for the Garnett Creek Bridge at Greenwood Avenue Bridge Replacement project. GPA was subcontracted to BCA to provide environmental services, including California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation and regulatory permit acquisition. The project is also subject to compliance with Section 106 of the National Historic Preservation Act (NHPA).

After being issued a Notice to Proceed in 2018, GPA initiated the preparation of technical studies and memorandums required pursuant to the Preliminary Environmental Study (PES), which was prepared by the County and approved by Caltrans in 2015. After completion of field surveys and preparation of a number of technical studies, including the Natural Environment Study, Water Quality Memorandum, and Traffic Memorandum, GPA was directed to stop work until the Type Selection Report and roadway traffic configuration was finalized. In 2023, at the request of the County, GPA prepared a revised Preliminary Environmental Study (PES) to reflect the changes in design since the original approved PES and rescope the environmental requirements for the project. The revised PES eliminated the following studies that were originally scoped: Equipment Staging Memorandum, Traffic Memorandum, Noise Memorandum, and Air Quality CO Hot Spot Analysis. However, Caltrans requested additional documentation related to biological and cultural resources, including an Extended Phase I (XPI) and standalone Aquatic Resources Delineation.

GPA organized teleconferences attended by Caltrans, BCA, and the County, held on Tuesday April 18<sup>th</sup> and August 10<sup>th</sup>, 2023, to discuss the project's environmental requirements, opportunities for streamlining, and approach to Section 106 documentation. Based on these discussions with Caltrans, GPA understands that an Environmental Assessment (EA) may be required subject to community input, and additional effort and documentation related to biological, cultural, and community outreach are anticipated to be required to support the NEPA approval. GPA's contract expired June 30, 2024. GPA continued to conduct work on this project in support of the CEQA and NEPA documentation and consultation processes until January 2025.

The enclosed scope of work outlines the tasks completed after contract expiration and additional tasks GPA will fulfill as part of the Phase I and Phase II environmental documentation for the Project. This Amendment is required to provide an additional task item, Task 1.4.3b -Caltrans Requested Additional Extended Phase I (XPI) as well as considering the documentation and consultation that was provided after expiration of the contract on June 30, 2024. Additionally, the enclosed scope and fee includes the additional project management and coordination to occur during the additional XPI.

GPA assumes a Categorical Exclusion (CE) would be the appropriate level of environmental documentation under NEPA, and an Initial Study (IS) with proposed Mitigated Negative Declaration (MND) would be appropriate under CEQA. Please note that this Amendment does not include Finding of Effect – No Adverse Effect or Phase II Archaeological Evaluation Study services.



SCOPE OF WORK

Phase I: Preliminary Engineering Design, Environmental Documents and Technical Studies

FEE	<b>Task 1.4.1: Project and Agency Coordination</b>
\$6,265.56	<p>GPA will continue to attend Project Development Team (PDT) meetings, including meetings with Caltrans, BCA, and/or the County, to review project design and coordinate streamlined approaches to environmental documents specifically for Biological and Cultural resources, consultation, and requirements. Additionally, due to the extension of Phase 1 tasks into the year 2025, additional project management hours are required related to project administration and cost accounting; as a result, GPA requests additional budget to accommodate additional time required to complete these continued activities.</p> <p><i>Deliverable: Project Manager and Project Director telephone participation in an additional virtual PDT or agency meetings (assuming up to 12 additional calls)</i></p>
\$3,216.70	<p><b>Task 1.4.2: Biological Resources</b></p> <p><u>1.4.2a: Natural Environment Study – Work completed</u></p> <p>GPA updated the Natural Environment Study post approval by Caltrans and in accordance with comments received from consultation during Section 7 as well as the updated BSA. GPA prepared and submitted the NES and it was approved by Caltrans.</p> <p><i>Deliverable: One electronic copy of the Updated NES</i></p>
\$5,236.53	<p><u>1.4.2b: Aquatic Resource Delineation Report – Work completed</u></p> <p>GPA summarized the existing regulatory setting, project area conditions, and delineated wetlands and waters of the U.S. and state in an ARD. The ARD will be used to support the regulatory permitting process. GPA prepared and submitted the ARD and it was approved by Caltrans.</p> <p><i>Deliverables: One electronic copy of the ARD</i></p> <p><b>Task 1.4.3: Cultural Resources (APE, HPSR, ASR/XPI, HRER, SOIS and FOE) – Work completed</b></p> <p>GPA submitted a draft FNAE memo that was sent to Caltrans for preliminary concurrence. Caltrans neither rejected nor approved the approach; and instead deferred to the project team, cautioning that SHPO may not accept an FNAE based on past precedent.</p> <p><i>Deliverables: One electronic copy of the FNAE</i></p>
\$16,979.75	<p><u>1.4.3b Extended Phase I (XPI) – Work completed</u></p> <p>The original scope of work included the preparation of an Archaeological Survey Report (ASR). Due to buried site sensitivity in the project’s vicinity, Caltrans requested Extended Phase I (XPI) Identification efforts. Based on coordination with Caltrans, Caltrans agreed to accept a joint ASR/XPI to reduce project delays, as the joint document would expedite excavation of the project site to detail artifacts, soil profiles, disturbances, and other observations. The joint document entailed the same level of effort as the preparation of a separate ASR and XPI but was packaged differently to streamline the cultural process. As a subconsultant to GPA, Dokken Engineering prepared an XPI Proposal documenting the proposed presence/absence excavation</p>

methodologies, placement of shovel test pits, and rationale for conducting this effort. XPI Proposal was provided to GPA, the County, and Caltrans for review and approval. It was approved, Dokken Engineering implemented the approved field methodology and documented the results in an XPI report that was attached to the ASR (or fully incorporated into the body of the ASR).

*Deliverables:* One electronic copy of the ASR/XPI

\$12,944.39

**1.4.3c Additional Extended Phase I (XPI) - Additional Task**

The original scope of work included the preparation of an Archaeological Survey Report (ASR). Due to buried site sensitivity in the project's vicinity, Caltrans has requested Extended Phase I (XPI) Identification efforts. Based on recent coordination with Caltrans, Caltrans agreed to accept a joint ASR/XPI to reduce project delays, as the joint document would expedite excavation of the project site to detail artifacts, soil profiles, disturbances, and other observations. The joint document would entail the same level of effort as the preparation of a separate ASR and XPI but would be packaged differently to streamline the cultural process.

Previous XPI efforts were conducted in accordance with the Caltrans approved XPI Proposal. An XPI Report was also prepared and submitted to Caltrans for review and comment. After review of the XPI Report, Caltrans has requested additional XPI excavation efforts to better determine whether the Project's Area of Potential Effects (APE) has disturbed or intact archaeological contexts. This information is needed to determine if the Project can proceed to a Finding of Effect – No Adverse Effect or a Phase II Archaeological Evaluation Study. As a subconsultant to GPA, Dokken Engineering will conduct additional work will consist of completing 2-3 shovel test probes (STPs) and revising the XPI Report to include the results of the additional STPs. This scope includes one round of revision to the updated XPI Report.

*Deliverables:* One electronic copy of the revised XPI

\$1,053.73

**Task 1.4.8: Community and Land Use Memorandum – Work Completed**

Based on coordination with Caltrans, the project may qualify for an Environmental Assessment (EA) subject to community input; Caltrans requested a more comprehensive and thorough memorandum to document previous and future community outreach efforts and results, including an analysis of the right of way effects on existing land use. This memorandum was completed, submitted, and approved by Caltrans.

*Deliverables:* One electronic copy of the Community and Land Use Memorandum

GPA proposes to perform the additional scope outlined above for a not to exceed FEE of **\$45,697** per the attached FEE BREAKDOWN.

Task ID	Task Description	Additional Funds Requested in Amendment 2
<b>Phase I: Preliminary Engineering Design, Environmental Documents and Technical Studies</b>		
<b>1.3</b>	<b>Preliminary Design Engineering/Concept Plans</b>	
1.3.5	35% Bridge Seismic Strategy Report/Type Selection Project Memorandum	
<b>1.4</b>	<b>CEQA/NEPA Environmental Approval</b>	
1.4.1	Project Initiation and Agency Coordination	\$6,266
1.4.2	Biological Resources, Natural Environment Study with Jurisdictional Delineation Forms	
1.4.2a	Updated Field Survey and BSA	\$3,217
1.4.2b	Aquatic Resources Delineation Report	\$5,237
1.4.3	Cultural Resources (APE, HPSR, HRER, SOIS, & FOE)	
1.4.3a	Memorandum of Agreement (OPTIONAL)	
1.4.4	Section 4(f) Evaluation	
1.4.5	Water Quality Assessment Report Memorandum	
1.4.6	Traffic Technical Memorandum (Construction)	
1.4.7	Construction Noise Memorandum	
1.4.8	Land Use and Community Impacts Memorandum	\$1,054
1.4.9	Visual Resources Memorandum	
1.4.10	Equipment Staging Memorandum	
1.4.11	CEQA Clearance Document (Initial Study)	
1.4.12	NEPA Clearance Document (CE)	
1.4.13	Public Meetings (OPTIONAL)	
1.4.14	Endangered Species Consultation (OPTIONAL)	
1.4.15	Preliminary Environmental Study (PES)	
	Escalation	
<b>Reimbursables</b>		
1.4.3	Archaeology Survey Report (Dokken Engineering)	
1.4.3b	Extended Phase I (XPI) (Dokken Engineering)	\$16,980
1.4.3c	Additional Extended Phase I (XPI) (Dokken Engineering)	\$12,944
1.4.7	AQ CO Hot Spot Analysis (Subconsultant)	
1.4.7	Construction Noise Memorandum (Subconsultant)	
1.4.2	California Red-legged Frog and Shrimp Protocol Surveys (Subconsultant)	
	Plotting, Printing, Postage, and Travel	
<b>Phase I Reimbursables</b>		
<b>Phase I Labor</b>		
<b>Phase I Total</b>		
<b>Phase II: Engineering Design (Plans, Specifications and Estimates [PS&amp;E]), R/W Services &amp; Construction Bid Support</b>		
<b>2.3</b>	<b>Final Plans, Specifications &amp; Estimates</b>	
2.3a	Tree Removal/Protection Survey for Plans and Specifications (OPTIONAL)	
<b>2.4</b>	<b>Environmental Permitting</b>	
2.4.1	Agency Coordination and Prepare Permit Applications	
2.4.1a	Habitat Mitigation and Monitoring Plan (OPTIONAL)	
	Escalation	
<b>Reimbursables</b>		
	Plotting, Printing, Postage, and Travel	
<b>Phase II Reimbursables</b>		
<b>Phase II Labor</b>		
<b>Phase II Total</b>		
<b>Reimbursables (TOTAL)</b>		
<b>Labor (TOTAL)</b>		
<b>Total</b>		<b>\$45,697</b>

County of Napa  
Public Works Department

<b>Garnett Creek Bridge Replacement Br No. 21C0042, RDS 16-16</b>						
<b>May 30, 2025</b>						
<b>Program 16003</b>						
Budget Item	Budget Item Amount	Board Appropriation Request Today	Board Appropriation to date	Appropriation Amount Spent to Date	Budget Amount % Spent to Date	Appropriation Amount Balance
Construction	\$6,000,000	\$0	\$0	\$0	0%	\$0
Construction Contingency (15%)	\$900,000	\$0	\$0	\$0	0%	\$0
Design and Engineering: Consultant	\$1,108,317	\$0	\$1,108,317	\$962,980	87%	\$145,337
Design and Engineering Contingency (15%)	\$166,248	\$0	\$0	\$0	0%	\$0
Lands and Temporary Construction Easement	\$200,000	\$0	\$0	\$0	0%	\$0
Construction Management and Construction Administration (assumed 22% of construction)	\$1,320,000	\$0	\$0		0%	\$0
County Project Management/Administration (PE+ROW+CE)	\$320,000	\$0	\$124,968	\$72,000	23%	\$52,968
Special Inspections and Fees	\$5,000	\$0	\$0	\$0	0%	\$0
CM/CA/INSP Contingency (5%) (middletown)	\$80,000	\$0	\$0	\$0	0%	\$0
Permits/ Post Construction Maintenance/ Reporting	\$4,500	\$0	\$0	\$0	0%	\$0
Mitigation Plantings	\$45,000	\$0	\$0	\$0	0%	\$0
<b>TOTAL</b>	<b>\$10,149,065</b>	<b>\$0</b>	<b>\$1,233,285</b>	<b>\$1,034,980</b>		<b>\$198,305</b>
Prepared by James Reese, P.E.						



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1063

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Maiko Klieman, Public Works Administrative Manager  
**SUBJECT:** Budget Amendment for Capital Improvement Project 19005

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### **RECOMMENDATION**

Approve and authorize Budget Amendment for the New Jail, Project 19005, to increase revenue and appropriations to align with the construction schedule for this fiscal year. (Fiscal Impact: \$2,700,874 Revenue and Expense; Capital Improvement Fund; Not Budgeted, Discretionary)

[4/5 vote required]

### **BACKGROUND**

The Replacement Jail project is progressing on schedule and on budget, and is now open for staff operations and training (and for inmates shortly). The project is funded both by the County General Fund and State Funding. State Funding is on a reimbursable basis. When the budget for this fiscal year was built, staff conservatively estimated State reimbursements for the current fiscal year, which resulted in the shortfall in appropriations.

The total project budget for Project 19005 is \$124,058,069 and remains unchanged. The total amount budgeted to date is \$121,357,195. The difference of \$2,700,874 requested in this budget amendment is due to timing of State reimbursements and the final construction costs. Any remaining budget will be carried forward for the final closeout in Fiscal Year 2025-26 and then returned to the General Fund.

Requested Action:

Approval of a Budget Amendment to increase Construction Services appropriation by \$2,700,874 (Fund 3000, Sub-Division 3000505, Project 19005, Account 52360) offset by increase to State Funding revenue for the

same amount.

[4/5 vote required]

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Administrative adjustment to align budget to the construction schedule.
Is the general fund affected?	No
Future fiscal impact:	Majority of the project will be completed this Fiscal Year but some small work will continue into next Fiscal Year.
Consequences if not approved:	Budget will not be aligned with the timing of the construction.

### **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

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

Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1082

**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Nydia Campoy Rivera - Supv Staff Services Analyst  
**SUBJECT:** Resolution temporarily closing portion of Duhig Road for Napa to Sonoma Wine Country Half Marathon and 5k

### **RECOMMENDATION**

Adopt a Resolution temporarily closing Duhig Road from 6:00 A.M. to 10:00 A.M. on Sunday, July 20, 2025, for the Napa to Sonoma Wine Country Half Marathon and 5k. (No Fiscal Impact, Discretionary)

### **BACKGROUND**

This year marks the 21st annual Napa to Sonoma Wine County Half Marathon and 5k, scheduled to take place on Sunday, July 20, 2025. The Half Marathon will start at 7:00 A.M. at Cuvaision Carneros Estate Winery and will consist of approximately 2,500 participants. Six (6) aid stations will be provided at 1.5 or 2 mile intervals along the course. Participants will park at three designated areas. The primary location will be Sonoma Valley High School where buses will transport participants between 5:15 A.M. and 6:00 A.M. to the start area. A secondary parking area will be in Downtown Sonoma. Shuttles will also be running from Best Western in Napa. There will be no parking at the start line; although carpools and buses will drop off participants at Domaine Carneros Winery, which is across the road from the start line (Cuvaision Carneros Estate Winery). The California Highway Patrol (CHP) and Sheriff will direct traffic at key intersections such as Highway 121, Napa Road, 8th and 5th Street East, and Broadway (Sonoma County). Fire and medical professionals will be on hand for emergency services. All businesses and residents along the course route will be contacted no later than two weeks prior to the event. There have been no reported problems or complaints associated with previous years' events.

For public and participant safety, the organizers have requested the closure of Duhig Road between Highway 12/121 and the Napa/Sonoma County border to facilitate running the 13.1 miles with the least amount of inconvenience to the public. Napa County's portion consists of three miles on low-traffic roads early Sunday morning, with the road closure in effect from 6:00 A.M. until all participants clear the area. Participants will cross Highway 121 at Burndale Road in Sonoma County with CHP controlling the intersection and signs and flaggers slowing cars when participants are present. CHP cars will lead and follow rolling closures. The closure

at 6:00 A.M. allows time for setup, and participants are expected to be through Duhig Road by 7:40 A.M., allowing for the 8:00 A.M. reopening.

Special event applications are on file with the Public Works departments in Sonoma and Napa counties and with Caltrans. CHP has been contracted to provide traffic control services. An insurance certificate naming Napa County as additional insured is on file. The permit will not be issued unless the Event Director has fulfilled all the requirements set forth by Caltrans, Sonoma County, and the CHP.

Public Works has included conditions to ensure a safe environment for the public. These conditions are:

- A. All traffic control devices and personnel be in conformance with Caltrans' Traffic Manual.
- B. All properties having access to the portion of Duhig Road being closed shall be notified a minimum of two (2) weeks prior to the event and access shall be provided to them during the event.
- C. Access shall be provided for emergency vehicles at all times.
- D. The organizers of the Napa to Sonoma Wine Country Half Marathon and 5k shall contract with the CHP for traffic control services during the event.
- E. A certificate of insurance in the amount of \$2,000,000 shall be provided to the County naming the County of Napa, its employees, agents, and officers as additional insureds;
- F. All costs of clean up and repairs to County facilities damaged as a result of this event shall be borne by the organizers of the Napa to Sonoma Wine Country Half Marathon and 5k; and
- G. All portable toilets shall be removed from the Napa County right-of-way immediately following the conclusion of the event and shall not remain in the right-of-way after sundown.

Public Works has received both the Insurance Certificate and the Agreement with CHP.

#### Calendar of Events

The following special events were scheduled in the six weeks prior to this event, with locations/road closures noted:

-Rock the Ride, June 28 - Yountville to Rutherford via Hwy 29, Silverado Trail, Oak Knoll, Solano Ave - no road closure

The are no scheduled special events in the six weeks following this event.

#### Requested Action:

Adopt a Resolution temporarily closing Duhig Road from 6:00 A.M. to 10:00 A.M. on Sunday, July 20, 2025, for the Napa to Sonoma Wine Country Half Marathon and 5k.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The request for the road closure is presented as a collaborative effort to ensure the safety and success of the half marathon participants.
Is the general fund affected?	No
Consequences if not approved:	If the Board of Supervisors does not approve the planned road closure, event organizers would not be able to provide safe and controlled environment for the participants.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 15738 (State CEQA Guidelines) and therefore CEQA is not applicable.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, TEMPORARILY CLOSING A PORTION OF  
DUHIG ROAD FOR THE “NAPA TO SONOMA WINE COUNTRY HALF  
MARATHON AND 5K”**

**WHEREAS**, Section 21101 of the California Vehicle Code allows local authorities to adopt rules and regulations by resolution to provide for temporarily closing a portion of any street or road for celebrations, parades, local special events, and other purposes when, in their opinion, the closing is necessary for the safety and protection of persons who are to use that portion of the street during the temporary closing; and

**WHEREAS**, Motiv Servicing (“Permittee”) has requested a special events permit for a half marathon event, the “Napa to Sonoma Wine Country Half Marathon and 5k,” to be held on Sunday, July 20, 2025, between the hours of 6:00 a.m. and 10:00 a.m., beginning in Napa County and ending in Sonoma County; and

**WHEREAS**, as part of the special events permit application, the Permittee has requested the temporary closure of Duhig Road from Highway 12/121 to the Napa/Sonoma County line;

**NOW, THEREFORE BE IT RESOLVED**, by the Napa County Board of Supervisors pursuant to Section 21101 of the California Vehicle Code that the Board hereby permits the temporary closure of Duhig Road from Highway 12/121 at the Napa/Sonoma County line on Sunday, July 20, 2025, from 6:00 a.m. to 10:00 a.m. to provide for the safety and protection of persons using that portion of the Napa County road during the Napa to Sonoma Wine Country Half Marathon and 5k, subject to the following conditions:

1. Permittee will furnish to the Director of Public Works a Certificate of Insurance in the amount of \$2,000,000 to cover the liability of the Permittee for property damage and/or injuries, including death, to any persons in connection with the activities conducted in accordance with an endorsement naming Napa County and its officers, employees, volunteers, and agents as additional insureds;
2. Traffic control devices such as signs, barricades, cones, etc. shall be used as directed by traffic control personnel and in accordance with the requirements of the State of California, Department of Transportation, Traffic Manual and as approved by Napa County, both as to type and location;
3. Permittee shall have entered into a contract with the California Highway Patrol for traffic control services during the event;
4. Permittee acknowledges the County, at its sole discretion, has the right to cancel or terminate the event in the interest of public or participant safety.

5. The owners and occupants of all properties having access to the portion of Duhig Road being closed shall be notified by Permittee or their representative at prior to the event and access shall be provided to them during the event;
6. Access and through travel, if necessary, shall be provided for emergency vehicles at all times; and
7. All clean-up and repair of any damage done to County-owned facilities as a result of this event shall be done by the Permittee at Permittee's expense.

**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 \_\_\_\_\_

\_\_\_\_\_

ABSTAIN: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

ABSENT: SUPERVISORS \_\_\_\_\_

\_\_\_\_\_

NAPA COUNTY, a political subdivision of  
the State of California

By: \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board  
of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald</u> (e-sign) Deputy</p> <p>Date: May 20, 2025</p> <p>PL No: 132012</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# NOTICE OF SPECIAL EVENT

## ROAD CLOSURE

Please mark your calendar ... for the 21st Annual Charles M. Schultz Sonoma County Airport Napa to Sonoma Wine Country Half Marathon and Rosé 5k on July 19 & 20, 2025! This long-time race offers stunning views of Wine Country as runners cross county lines to reach the finish line at historic Sonoma Plaza. This exciting weekend will include a two-day LifeStyle Expo, Rosé 5k on Saturday, July 19, and close with the Sunday Half Marathon and EPIC post-race wine festival - all at Sonoma Plaza. Community members are encouraged to join in on the fun! To plan your day accordingly, here are a few more important notes:

- Saturday, July 19: Rosé 5k begins and ends in Sonoma Plaza. Minor road closures will be in place from 7am-10:00am. Impacted roads include, but not limited to, E Spain St, Lovall Valley Rd, Gehricke Rd, Wilking Way, Greve Ln, 1st St E, 4th St E, E Napa St and Brazil St.
- Sunday, July 20: Half Marathon event will begin at 7am, at Cuvaison Winery in Napa, and will require the closure of portions of Hwy 12 and Hwy 121. Detours will be in place and law enforcement will be onsite to assist motorists when safe. The lane or road will be reopened after the final runners have safely moved on. For the safety of all involved, please obey all traffic signs and direction from law-enforcement.
- The following roads are closed in both directions while runners are on course: Duhig Rd, parts of Ramal Rd, Dale Rd, parts of Burndale Rd and Denmark Rd. Vehicle traffic on Hwy 121 will be heavy at Duhig Rd between 5:30am and 7:00am. Areas where delays will occur are on Hwy 121 at Burndale Rd from 8:00am to 9:00am and Napa Rd at Denmark from 8:30am to 9:30am.

N2S proudly supports local programs and has helped to raise thousands of dollars for charitable organizations.

Additional information and full event schedule can be found online at [runnapatosonoma.com](https://runnapatosonoma.com)

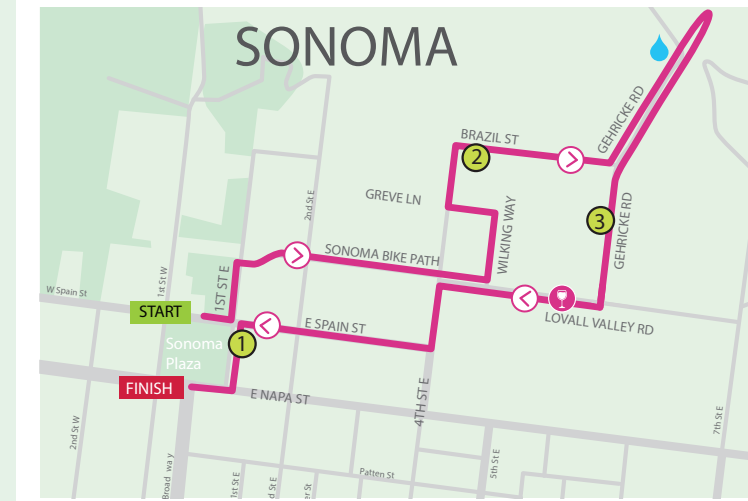


Questions? Need detour assistance?  
Please contact us at [INFO@RUNNAPATOSONOMA.COM](mailto:INFO@RUNNAPATOSONOMA.COM)

\*details are subject to change

Thank you in advance for your cooperation!

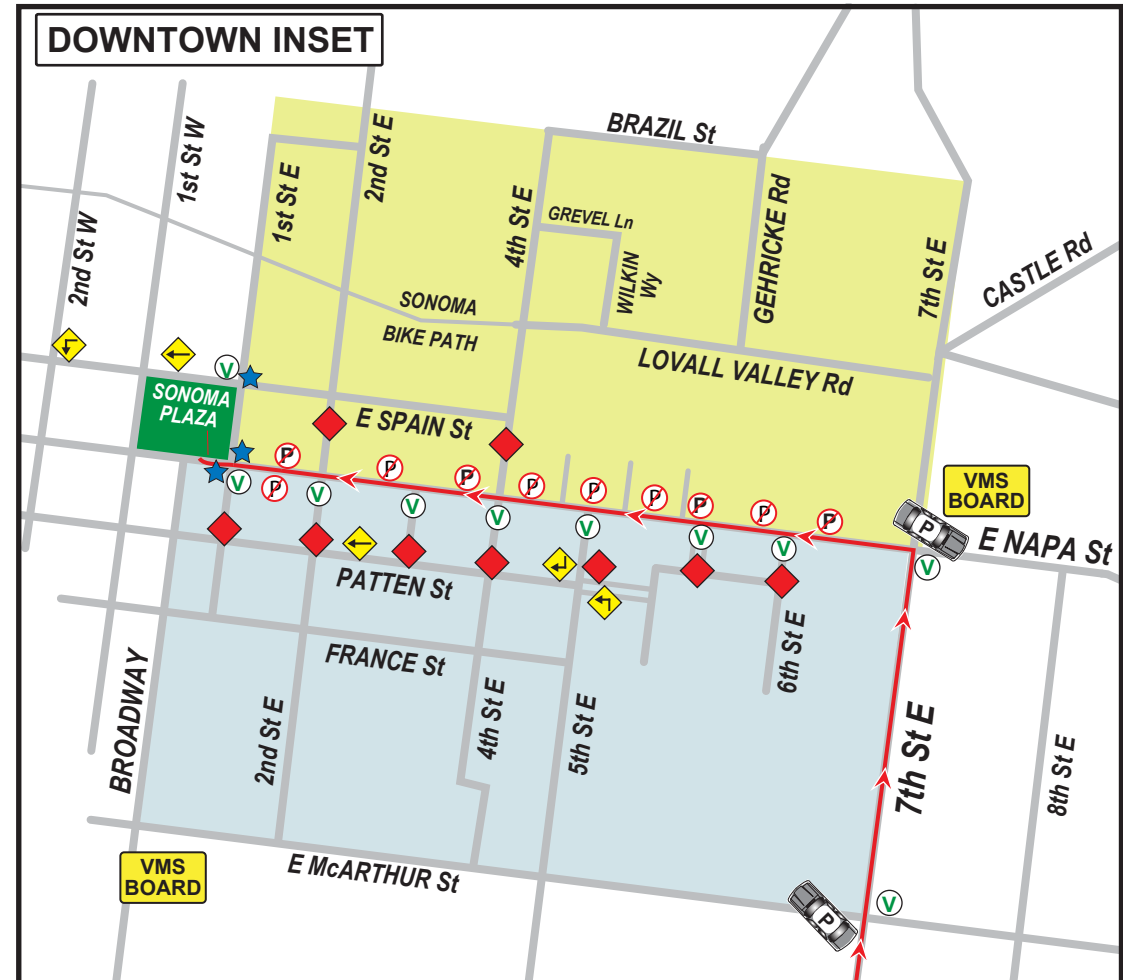




No Parking At The Start,  
Shuttle Access Only


July 19 & 20


See reverse side for road closure information





SONOMA


NAPA


**LEGEND**


 HALF MARATHON COURSE


 WATER STATION


 POLICE POSITION


 CHP POSITION

 VOLUNTEER POSITION  
SONOMA COUNTY MARSHALS

 ROAD CLOSED SIGNAGE


 DETOUR SIGNAGE

 RIGHT TURN ONLY SIGNAGE


 NO PARKING SIGNAGE

**VMS Message:**  
SPECIAL EVENT  
DELAY AHEAD  
Hwy 121 at BURNDALE Rd

COURSE TRAFFIC MAP updated 04/16/25

 ZONE 1

Residents North of E Napa St can exit via Spain St or Lovall Valley Rd

 ZONE 2

Residents South of E Napa St have full access out of the neighborhood



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1087

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**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Sydney Barclay, Associate Engineer

**SUBJECT:** Award Construction Contract and Approve a Budget Amendment for the "Chiles Pope Valley Road MPM 3.63 Culvert Repair Project" (RDS 22-27)

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### **RECOMMENDATION**

Award a Construction Contract to Valentine Corporation; and approve a Budget Amendment in the amount of \$1,046,000 for Project 23006, Chiles Pope Valley Rd MPM 3.63. (Fiscal Impact: \$1,046,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

The Chiles Pope Valley Rd MPM 3.63 project is located at the intersection of Chiles Pope Valley Road and Lower Chiles Valley Road. This project started off as a guardrail replacement project, however, after further inspection, the existing culvert located below the guardrails was eroded and incapable of handling the flows of lower Chiles Creek. The Chiles Pope Valley Road MPM 3.63 project required hydraulic, geotechnical, archaeological, and biological studies to determine the most suitable repair to the culvert at this location. As a result of these studies, the County will be removing existing concrete wingwalls at the project site, constructing 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 providing safety improvements on the roadway, which include new guardrails and concrete bridge barriers.

Moreover, because these repairs will occur within the channel and banks of lower Chiles Creek, the United States Army Corps of Engineers, the California Department of Fish and Wildlife, and the San Francisco Regional Water Quality Control Board required the County to obtain permits. These agencies have implemented strenuous requirements on the Chiles Pope Valley Road MPM 3.63 Project and require Tribal Monitoring, Biological Studies and Monitoring, and the implementation of a five (5) year Restoration Planting Plan.

The Chiles Pope Valley Rd MPM 3.63 Project was advertised on April 22, 2025. The Department of Public Works opened three (3) bids on May 29, 2025. The bid results of the three (3) apparent low bidders are listed below:

Valentine Corporation	San Rafael, CA	\$763,369.00
Cats 4 U, Inc.	Healdsburg, CA	\$828,557.00 (original)
		\$797,387.00
(corrected)		
Gordon N. Ball, Inc.	Walnut Creek, CA	\$1,101,700.00

The Engineer's Estimate of \$675,000 was based on previous project bid results and Caltrans bids. The three (3) lowest bids have been reviewed and are considered responsive. Construction is anticipated to commence in July 2025 and be completed by October 2025, weather permitting.

Valentine Corporation 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.

The total project budget, including engineering design, construction management, project management, inspections, and construction contingency is \$1,570,562. In addition to previous appropriations totaling \$524,562, a budget adjustment of \$1,046,000 from SB-1 Non-Operating Special Revenue Fund (SB-1) is requested to move this project forward to construction.

It is recommended that the Board awards the construction contract to Valentine Corporation for their low base bid of \$763,369, approve the budget amendment, and authorize the Chair to sign the construction contract agreement.

#### Requested Actions:

1. Award of Contract to Valentine Corporation of San Rafael, California for their low base bid of \$763,369, to provide the scope of work required for the Chiles Pope Valley Rd MPM 3.63 Culvert Repair Project and authorize the Chair to sign the construction contract;
2. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Increase Transfer Out appropriations by \$1,046,000 in the SB-1 Non-Operating Special Revenue Fund (SB-1) (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to be transferred to Project 23006; and
  - b. Increase Construction Services appropriations by \$916,000 and Consultant Services appropriations by \$130,000 in Project 23006 (Fund 2040, Sub-Division 2040500, Accounts 52360 and 52310) offset by transfer-in revenue from SB-1.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This project is improving the safety of road users and will ensure the existing culvert crossing does not wash out Chiles Pope Valley Road MPM 3.63, which is an emergency and major collector route.
Is the general fund affected?	No
Future fiscal impact:	Construction will begin and be completed in FY 2025-26; however, the regulatory permits issued for the project require five (5) years of mitigation and monitoring, which is expected to be completed in FY 2030-31.
Consequences if not approved:	This project will not move forward to the construction phase.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: 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**

<b>BUDGET SUMMARY: CHILES POPE VALLEY MPM 3.63</b>						
						6/2/2025
<b>Budget Item, Program: 23006, Activity: CHILESPOPE</b>	<b>Budget Item Amount</b>	<b>Request Today</b>	<b>Board Appropriation To Date</b>	<b>Appropriation Amount Spent to Date</b>	<b>Appropriation % Spent to Date</b>	<b>Appropriation Amount Balance</b>
Construction Contract	\$763,369	\$763,369	\$0	\$0	0%	\$0
20% Construction Contingency	\$152,631	\$152,631	\$0	\$0	0%	\$0
Design and Engineering	\$197,193	\$0	\$197,193	\$133,023	67%	\$64,170
10% Design and Engineering Contingency	\$14,700	\$0	\$14,700	\$0	0%	\$14,700
Construction Management	\$130,000	\$130,000	\$0	\$0	0%	\$0
County Project Management/Administration	\$109,189	\$0	\$109,189	\$61,639	56%	\$47,550
Environmental, Geotechnical and Special Inspections	\$183,480	\$0	\$183,480	\$0	0%	\$183,480
Permits	\$20,000	\$0	\$20,000	\$18,549	93%	\$1,452
<b>TOTAL</b>	<b>\$1,570,562</b>	<b>\$1,046,000</b>	<b>\$524,562</b>	<b>\$213,211</b>	<b>41%</b>	<b>\$311,351</b>





# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1088

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Sydney Barclay, Associate Engineer  
**SUBJECT:** Project creation and budget adjustment for the “Lynn Drive Paving Project”

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### **RECOMMENDATION**

Approve creation of Project 25052 for the “Lynn Drive Paving Project,” RDS 25-39; and approve a Budget Amendment. (Fiscal Impact: \$75,000 Expense; SB-1 Non-Operating Special Revenue Fund; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

Napa County and the City of Napa (City) are coordinating on a joint paving project for Lynn Drive, located off of Redwood Road. Lynn Drive is approximately 750-feet long, with 550-feet under the jurisdiction of Napa County.

In February 2025, the City issued a formal invitation for bids for its Citywide Paving Services, which included Lynn Drive in the scope of work. In compliance with the City’s Charter, the invitation for bids was posted for five (5) consecutive days at the City Council Chambers, and no bids were received. In accordance with the City Charter, when no bids are received or when it has been determined that City crews can complete the work more cost-effectively, the City may proceed with using its own resources to perform the paving services.

In May 2025, the City mailed upcoming construction notices to the neighboring community regarding this upcoming paving project. Following the release of this notice, a resident contacted the County to request that the County’s portion of Lynn Drive be included in this project. As a result, the County coordinated with the City and both agencies determined that a joint partnership on this project would be mutually beneficial to the agencies and to the neighborhood.

On May 15, 2025, Napa County’s Public Works Director employed a Request for Services for the City to pave Lynn Drive, in accordance with Section 1 of the City and County’s Cooperative Agreement for Mutual Public Works Assistance. The City anticipates completing the paving work between June 18 and June 27, 2025. Upon project completion, the City will invoice the County for its share of the work. The estimated cost of the

County's portion is approximately \$50,000; however, a budget allocation of \$75,000 is being requested to account for potential unforeseen expenses.

**Requested Actions:**

1. Approval of a Budget Amendment for the following (4/5 vote is required):

a. Increase Transfer Out appropriations by \$75,000 in the SB-1 Non-Operating Special Revenue Fund (SB-1) (Fund 2440, Sub-Division 1220052, Account 56100) offset by use of its available fund balance to be transferred to Project 25052; and

b. Create a new Project 25052 for the "Lynn Drive Paving" and increase Construction Services appropriations by \$60,000 and Engineering Services appropriations by \$15,000 in Project 25052 (Fund 2040, Sub-Division 2040500, Project 25052, Accounts 52360 and 52145) offset by transfer-in revenue from SB-1.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes

Is it currently budgeted? No

Is it Mandatory or Discretionary? Discretionary

Discretionary Justification: The Capital Improvement Plan did not originally include Lynn Drive within the next five (5) years; however, given the opportunity to partner with the City of Napa, the County will be able to minimize construction impacts to the nearby residents and reduce the costs incurred by the County.

Is the general fund affected? No

Future fiscal impact: Construction is estimated to begin and be completed in fiscal year 2024-25.

Consequences if not approved: If the County doesn't partner with the City of Napa, the costs for construction improvements will be greater when paved under a separate contract since this is a small scale construction contract. There would also be negative public perception if the two agencies did not partner to provide a complete paving work.

**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 at 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: LYNN DRIVE PAVING PROJECT: RDS 25-39						
						6/2/2025
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$50,000	\$50,000	\$0	\$0	0%	\$0
20% Construction Contingency	\$10,000	\$10,000	\$0	\$0	0%	\$0
Project Management	\$15,000	\$15,000	\$0	\$0	0%	\$0
<b>TOTAL</b>	<b>\$75,000</b>	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>0%</b>	<b>\$0</b>



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1109

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**TO:** Board of Supervisors

**FROM:** Steven Lederer - Director of Public Works

**REPORT BY:** James Reese - Associate Engineer

**SUBJECT:** Approval of Plans and Specifications for the Ridgecrest Drive MPM 0.10 Roadway Slide Repair, RDS 25-26.

---

### **RECOMMENDATION**

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 Ridgecrest Drive Slide Repair Project, RDS 25-26, which is near 50 Ridgecrest Drive. (No Fiscal Impact; Discretionary)

### **BACKGROUND**

In early February 2025, a severe storm caused extensive damage across Napa County, including a major landslide on Ridgecrest Drive. In response, the County Board ratified a local emergency proclamation on February 18, 2025, and allocated \$1,500,000 for the Ridgecrest Drive Slide Repair Project.

County crews responded immediately, working overnight to stabilize the affected roadway. On February 7, 2025, Public Works staff contacted ADKO Engineering, Inc.-previously selected through a qualifications-based selection process-to visit the site and on March 11, 2025 the Board approved a contract to prepare the Plans, Specifications, and Estimate (PS&E) for the project.

The proposed repair involves constructing a retaining wall supported by vertical steel piles and concrete lagging between the piles. The project site is located at Mile Post 0.10 on Ridgecrest Drive, within the Circle Oaks subdivision in rural Napa County.

With the PS&E now complete, staff is requesting authorization to advertise the project for construction bids. Once bids are received and reviewed, staff will return to the Board with a recommendation for awarding the construction contract.

**Requested Action:**

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 Ridgecrest Drive Slide Repair Project MPM 0.10, RDS 25-26.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Ridgecrest Slide Repair, Project 25035.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repair is needed to keep road open.
Is the general fund affected?	No
Future fiscal impact:	It is anticipated that the contractor will complete the construction in Fiscal Year 2025-26. Minimal maintenance of the retaining wall.
Consequences if not approved:	The slide will expand, and the road will become unpassable.

**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 at 14 CCR §15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]



Project 25035		Ridgecrest Repair, RDS 25-26				6/5/2025
Budget Item	Budget Item Amount	Request Today	Board Appropriation To Date	Appropriation Amount Spent to Date	Appropriation % Spent to Date	Appropriation Amount Balance
Construction Contract	\$850,000	\$0	\$850,000	\$0	0%	\$850,000
20% Construction Contingency	\$170,000	\$0	\$170,000	\$0	0%	\$170,000
Design and Engineering Consultant	\$209,443	\$0	\$209,443	\$122,907	59%	\$86,536
Engineering Consultant Contingency	\$20,000	\$0	\$20,000	\$0	0%	\$0
Construction Management	\$100,000	\$0	\$100,000	\$0	0%	\$100,000
County Project Management/Administration	\$100,000	\$0	\$100,000	\$21,177	21%	\$78,823
Environmental, Geotechnical and Special Inspections	\$25,557	\$0	\$25,557	\$0	0%	\$25,557
Emergency Stabilization	\$25,000	\$0	\$25,000	\$0	0%	\$25,000
<b>TOTAL</b>	1,500,000	\$0	1,500,000	144,084	10%	1,355,916
By James Reese						



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 6/17/2025

File ID #: 25-1112

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**TO:** Board of Supervisors

**FROM:** Steve Lederer, Director of Public Works

**REPORT BY:** Liang Chin Su, Assistant Engineer

**SUBJECT:** Yountville Fire Station Bathroom Emergency Repair, PW 24-25 and Budget Amendment

---

### **RECOMMENDATION**

Approve a report of emergency Public Works actions and a related Budget Amendment in response to the Yountville Fire Station Bathroom Emergency Repair, to be completed without competitive bidding 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 (Fiscal Impact: \$373,620 Expense; Fire Fund; Not Budgeted; Discretionary)

[4/5 required]

### **BACKGROUND**

The Napa County Fire Department Station 12, located at 7401 Solano Ave, Yountville, CA 94599, was constructed in late 1990's. Public Works staff met with the Fire Department staff in April 2024 to discuss Capital Improvement Project needs for the fire station and was made aware of water damage in the bathroom as well as outdated valves. Water was reported to be leaking through the tiles which suggested a possible failed moisture barrier or active water leaks. In August, staff conducted a 30-minute water meter test and found no active water leaks.

In October 2024 staff requested Nacht & Lewis Architects, Inc. (one of our consultants for on-call architectural services) to perform destructive water testing to determine the source of the water leaks. On December 3, 2024 staff received the investigation report and it showed an incorrectly installed waterproofing membrane that was made of non-suitable material. The water penetrated the membrane and rusted the flashing, damaged the gypsum sheathing substrate, and damaged the wood framing. In addition, the wood framing also showed signs of biological growth in the wood framing.

On March 5, 2025 Public Works Director and Fire Department Chiefs met to discuss the safety concerns of occupying a building with 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 will 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. Staff obtained standard installation guideline solutions for the known water intrusion issues and reached out to three contractors for a proposal. Bridges Construction and CAWC Water & Restoration submitted bids and Bridges Construction was the lowest bidder. A contract has been awarded and work is commencing.

The emergency repair will consist of demolishing the existing tiles and mortar bed to the concrete substrate. Proper waterproofing membrane and flashing will be installed along with new tiles. The project will also consist of wood framing repairs at the damaged sheathing along and stucco repairs. Urinal will also be replaced to restore the bathroom to prior operating conditions.

The Board of Supervisors must initially review an emergency repair project ordered by the County Executive Officer or Director of Public Works within 7 days of the emergency action, or at the next regular meeting scheduled. If the action is approved, the Board of Supervisors must review the emergency action at every regularly scheduled meeting thereafter (but no more often than every two weeks) until the Board determines the emergency situation no longer exists (unless the action is terminated earlier by the County Executive Officer or Director of Public Works).

**Requested Action:**

1. Receive and review report of emergency public work actions in response to the Yountville Fire Station Bathroom Emergency Repair to be accomplished without competitive bidding as authorized by Resolution No. 2015-37 and determine that based on the report from Public Works, 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 (4/5 vote required)
2. Approve a Budget Amendment for the following (4/5 vote required):
  - a. Increase Intrafund Transfers Out appropriations by \$373,620 in Fire Protections Operations Budget (Fund 2100, Sub-division 2100000, Account 57900), offset by use of its available fund balance to transfer to Project 24031; and
  - b. Increase Construction Services appropriations by \$373,620 in Project 24031 budget (Fund 2100, Sub-division 2100500, Project 24031, Account 52360) offset by an intrafund transfer-in revenue from Fire Protections Operations Budget.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Repair is needed to stop water intrusion, remedy the biological growth, and bring the fire station back to its necessary functions.
Is the general fund affected?	No
Future fiscal impact:	The project will begin as soon as the funding is necessary to fund the project to completion and will likely complete in July 2025.

Consequences if not approved:

Staff at the Fire Station will need to be relocated until the Fire Station is repaired

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: 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.]



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1116

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**TO:** Board of Supervisors

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Leigh Sharp, Deputy Director of Public Works

**SUBJECT:** Approve Amendment No. 1 to Agreement No. 250266B with Matrix Consulting Group, Ltd. to extend the term.

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### **RECOMMENDATION**

Approve and authorize Amendment No. 1 to Agreement No. 250266B with Matrix Consulting Group, Ltd to extend the term of the agreement from June 30, 2025 to December 31, 2025, with no change to compensation, to provide additional time to complete a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center. (No Fiscal Impact; Discretionary)

### **BACKGROUND**

On December 17, 2024, Napa County entered into Agreement No. 250266B with Matrix Consulting Group, Ltd to prepare a cost alternatives analysis for the Napa County Animal Shelter and Adoption Center to inform service agreement negotiations between Napa County and the municipalities that utilize the services of the County to meet their animal sheltering requirements (i.e., City of American Canyon, City of Napa, Town of Yountville and collectively referred to as "Agency Partners). Staff from the County and Agency Partners have worked collaboratively with Matrix since December 2024 and significant progress has been made. Multiple options have been analyzed and a draft report has been presented. However, additional time is needed to address outstanding questions and to finalize the report. Agreement No. 250266B currently expires on June 30, 2025 and an extension to December 31, 2025 is requested to allow for completion of the work. No change in compensation is requested.

### **Requested Action:**

Approve and authorize Amendment No. 1 to Agreement No. 250266B with Matrix Consulting Group Ltd to extend the term of the Agreement from June 30, 2025 to December 31, 2025 with no change to compensation to finalize a cost allocation alternatives analysis for the Napa County Animal Shelter and Adoption Center.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	No
Is it currently budgeted?	Yes
Where is it budgeted?	Animal Shelter Fund (Fund 5040; Subdivision 50400000)
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Additional time is needed to complete the analysis.
Is the general fund affected?	No
Future fiscal impact:	Funds remaining in the contract will be expended in FY 2025-26.
Consequences if not approved:	The alternatives analysis will not be completed and negotiations with the Agency Partners will be negatively impacted.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The proposed action is not a project as defined by 14 California Code of Regulations 153878 (State CEQA Guidelines) and therefore CEQA is not applicable.



**AMENDMENT NO. 1 TO  
NAPA COUNTY AGREEMENT NO. 250266B  
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO 1 to AGREEMENT 250266B (“Amendment No. 1”) is made and entered into in Napa County, California, this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and Matrix Consulting Group, Ltd, a California corporation whose address is 1875 S Grant Street, Suite 960, San Mateo, CA 94402, hereinafter referred to as “Consultant.”

**RECITALS**

- A. County and Consultant entered into Agreement No. 250266B on December 17, 2024, to prepare a Cost Allocation Alternatives Analysis for the Napa County Animal Shelter and Adoption Center.
- B. Consultant was selected to provide professional services after a competitive process was conducted pursuant to a request for quotes.
- C. The Agreement expires on June 30, 2025, and County now desires to amend the Agreement to extend the term to December 31, 2025, to provide additional time to complete the scope of work.
- D. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

**AGREEMENT**

- 1. Paragraph 2.1 “Term of the Agreement” is hereby amended to read in full as follows:
  - 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 December 31, 2025, unless terminated earlier in accordance with this Article.
- 2. Except as provided in paragraph 1 above, the terms and provisions of the Agreement shall remain in full force and effect.


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**IN WITNESS WHEREOF**, this Amendment No. 1 is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

MATRIX CONSULTING GROUP, LTD

By   
Alan Pennington, President

By   
Courtney Ramos, Vice President

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
ANNE COTTRELL, Chair of the Board of  
Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Jason M. Dooley</u> Chief Deputy County Counsel</p> <p>Date: <u>June 5, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-1119

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**TO:** Board of Supervisors  
**FROM:** Steve Lederer - Director of Public Works  
**REPORT BY:** Juan Arias - Deputy Director of Public Works  
**SUBJECT:** SB1 Funding Approval

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### **RECOMMENDATION**

Adopt a Resolution approving the Fiscal Year 2025-2026 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission, which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1). (Fiscal Impact \$4,103,976 Revenue (estimated); SB 1 Special Revenue Fund; Budgeted; Discretionary)

### **BACKGROUND**

On April 28, 2017, the Governor signed Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017. SB 1 increased per gallon fuel excise taxes; increased diesel fuel sales taxes and vehicle registration fees; and provided for inflationary adjustments to tax rates in future years. Beginning November 1, 2017, the State Controller (Controller) deposited various portions of this new funding into the newly created Road Maintenance and Rehabilitation Account (RMRA). A percentage of this new SB 1 funding is being apportioned by formula to eligible cities and counties pursuant to Streets and Highways Code Section 2032(h) for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Prior to receiving an apportionment of funds under the program pursuant to paragraph (2) of subdivision (h) of Section 2032 from the Controller, an eligible city or county shall submit to the California Transportation Commission (CTC) a resolution providing a list of projects proposed to be funded with SB 1 RMRA funds. The project list shall be adopted by resolution at a regularly scheduled Board meeting, with such meeting being the forum for any public input on the list.

The list of projects proposed to be funded with SB 1 RMRA funds shall include:

- A description of the project
- The location of each proposed project;

- A proposed schedule for the project's completion; and
- The estimated useful life of the improvement.

The project list with the above information is included as part of the resolution recommended to be approved as part of this item. The project list shall not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with the Road Repair and Accountability Act of 2017 (Act). Just as with the Highway Users Trust Account (HUTA), funding is not guaranteed at a specific level, but is a function of actual revenues collected by the Act's various taxes.

The County received:

\$951,478 in Fiscal Year 2017-18,  
\$3,002,310 in Fiscal Year 2018-19,  
\$2,608,430 in Fiscal Year 2019-20,  
\$2,972,129 in Fiscal Year 2020-21,  
\$3,146,545 in Fiscal Year 2021-22,  
\$3,751,547 in Fiscal Year 2022-23,  
\$4,032,342 in Fiscal Year 2023-24, and  
\$4,001,361 (estimate) in Fiscal Year 2024-25.

The State Controller's office projects the County of Napa will receive \$4,103,976 in Fiscal Year 2025-26.

The proposed projects are as follows:

Guardrail Repairs/Replacement - Various Locations - Cost: \$550,666

Guardrail Repairs/Replacement (Highway Safety Improvement Program (HSIP 11) - Various Locations  
- Cost: \$1,000,000

Bridge Repairs - Various Locations - Cost: \$478,225

Chiles Pope Creek Bank Repair - Chiles Pope Valley Rd. at Mile Post Marker 3.63 - Cost \$1,570,562

Trancas Ave. resurfacing - City limits to City limits - Cost \$1,500,000

Lynn Dr. resurfacing - Redwood Rd. to City limits - Cost \$50,000

Various Roads Striping - Various Locations - Cost \$300,000

All projects are scheduled for construction completion in 2025. The attached resolution lists the locations for the projects shown above. The Act also requires that we submit an annual report, by October 1 of each year, regarding projects that are completed using SB 1 funds.

Upon receipt, SB 1 revenue is placed in a separate account. Money is moved from the designated account into eligible projects as it becomes available, and work will only occur when the project is funded. This process ensures that projects are not started until adequate funds (and cash flow) are available and appropriated to start (and ultimately finish) a phase of the project.

SB 1 has a Maintenance of Effort (MOE) requirement, meaning that the County must continue to spend General Fund money at a level consistent with our expenditures in Fiscal Years 2009-10, 2010-11, and 2011-12. This is done to ensure that the County is not using SB 1 funds to supplant existing investments in roads. The County's calculated MOE is \$1,145,060. This amount is lower than our estimated MOE requirement under Measure T and is well below the Board's current General Fund contribution of \$5,275,000 to roads.

Projects chosen and included in the attached Resolution were based on the ability to start this calendar year or next. Our pavement management system was used to identify those projects that were highest priority and provided the best value for the dollars to be spent. These projects are only a small subset of the various roads projects the County is undertaking in the coming year. Those other projects are funded by a variety of other funding sources, such as Measure T & Measure U, PG&E settlement funds, the General Fund, FHWA, and FEMA funding.

Director of Public Works requests adoption of a Resolution approving the Fiscal Year 2023-2024 list of streets and roads projects and authorization to submit the list of projects to the California Transportation Commission (CTC), which will qualify Napa County to receive local streets and roads funding in accordance with the Road Repair and Accountability Act of 2017 (SB 1).

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Each project is individually approved by the Board and funded from the County's SB 1 account.
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	This source of funding will assist the County in maintaining the County road system.
Is the general fund affected?	No
Future fiscal impact:	Revenue will continue to be received in Fund 2440, Sub-Division 1220052, non-operating special revenue fund for SB1.
Consequences if not approved:	The County would not receive this source of funding

### **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 at 14 CCR Â§15301; see also Napa County's Local Procedures for Implementing the California Environmental Quality Act, Appendix B.]



**RESOLUTION NO. 2025-\_\_\_\_\_**

**RESOLUTION OF THE NAPA COUNTY BOARD OF SUPERVISORS,  
STATE OF CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR  
FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND  
ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017, was adopted to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, pursuant to Streets and Highways Code section 2034(a)(1), Napa County (“County”) must adopt by resolution at a regular public meeting, a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (“RMRA”), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

**WHEREAS**, County, will receive an estimated \$4,103,976 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the ninth year the County will receive SB 1 funding and these funds will enable the County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the County has undergone a public process to ensure public input into our community’s transportation priorities for the project list; and

**WHEREAS**, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the County’s streets and roads are in an “at risk” condition and this revenue will help the County increase the overall quality of our road system and over the next decades will bring our streets and roads into a “good” condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety; investing in complete streets infrastructure; and using cutting-edge technology, materials, and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the Napa County Board of Supervisors as follows:

1. The foregoing recitals are true and correct.
2. The fiscal year 2025-26 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are as shown in Exhibit A.

**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	_____
ABSTAIN:	SUPERVISORS	_____

NAPA COUNTY, a political subdivision of the State of California

By: \_\_\_\_\_  
Anne Cottrell, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Ryan FitzGerald (e-sign)</u> Deputy County Counsel</p> <p>Date: <u>June 11, 2025</u></p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date _____</p> <p>Processed By: _____</p> <p>Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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## EXHIBIT A

### SB 1 Project List

Project Name	Project Description	Location of Project	Schedule for Completion	Estimate Useful Life of Improvement & Current PCI	Estimated Project Cost
<b>Capital Improvement Projects (CIP)</b>					
Guardrail Repairs/Replacement	Repair and replace guardrail	Various locations (Attachment A)	July 1 - October 2025	20+ years	\$550,666
Guardrail Repairs/Replacement (HSIP 11)	Repair and replace guardrail	Various locations (Attachment B)	July 1 - October 2025	20+ years	\$1,000,000
Bridge Repairs	Bridge repairs	Various locations (Attachment BC)	July 1 - October 2025	20+ years	\$478,225
Chiles Pope Creek Bank Repair	Bank repair	Chiles Pope Valley Road	July 1 - October 2025	20+ years	\$1,570,562
Trancas Avenue Road Resurfacing	Road resurfacing	Trancas St Bridge over Napa River to SR-121	July 1 - October 2025	20+ years	\$1,500,000
Lynn Drive Road Resurfacing	Road resurfacing	Redwood Rd to 15 Lynn Dr (550-ft)	July 1 - October 2025	20+ years	\$50,000
Various roads striping	Road striping	Various locations (Attachment D)	July 1 - October 2025	1 year	\$300,000

## **Attachment A**

<u>Road</u>	<u>MPM</u>	<u>Location</u>
Site #1- Near 921 Conn Valley Rd, St. Helena CA	(MPM 1.25)	
Site #2- Near 1435 Howell Mountain Rd, Angwin CA	(MPM 8.75)	
Site #3- Near 1268 Berryessa-Knoxville Rd, Napa CA	(MPM 0.75)	
Site #4- Near 1959 Howell Mountain Rd, Angwin CA	(MPM 9.70)	
Site #5- Near 7630 Butts Canyon Rd, Pope Valley CA	(MPM 16.50)	
Site #6- Near 400 Deer Park Rd, St. Helena CA	(MPM 1.00)	
Site #7- Near 1730 Silverado Trail North, St. Helena CA	(MPM 17.50)	
Site #8- Near 3821 Spring Mountain Rd, St. Helena CA	(MPM 0.97)	
Site #9- Near 4071 Old Sonoma Rd, Napa CA	(MPM 2.12)	
Site #10- Near 1296 Dealy Lane, Napa CA	(MPM 1.12)	
Site #11- Near 6556 Dry Creek Rd, Napa, CA	(MPM 11.15)	
Site #12- Near 4990 Dry Creek Rd, Napa CA	(MPM 5.25)	
Site #13- Near 3210 Spring Mountain Rd, St. Helena CA	(MPM 2.55)	
Site #14- Near 3101 Spring Mountain Rd, St. Helena CA	(MPM 3.00)	
Site #15- Near 1120 Deer Park Rd, Deer Park CA	(MPM 3.50)	
Site #16- Near 91 Deer Park Rd, Deer Park CA	(MPM 1.80)	
Site #17- Near 4410 Silverado Trail North, Calistoga CA	(MPM 24.15)	
Site #18- Near 3683 Silverado Trail North, St. Helena CA	(MPM 21.10)	
Site #19- Near 5014 Old Sonoma Rd, Napa CA	(MPM 0.15)	
Site #20- Near 1001 Monticello Rd, Napa CA	(MPM 9.45)	
Site #21- Near 1930 N. Kelly Rd, American Canyon CA	(MPM 0.50)	
Site #22- Near 590 Trancas Street, Napa CA	(MPM 0.00)	
Site #23- Near Silverado Trail North (at Lodi Lane), St. Helena CA	(MPM 19.25)	
Site #24- Near 1601 Oakville Grade Rd, Oakville CA	(MPM 1.95)	

## **Attachment B**

ID #198 & #199 – Silverado Trail by Pickett Road

ID #405 & #406 – Silverado Trail by Conn Valley Road

ID #425 & #426 – Deer Park Road Bridge over the Napa River

ID #228, #232, & #233 – Deer Park Road

ID #427 – Howell Mountain Road

ID #261 – Petrified Forest Road

ID #A & #B – Tubbs Lane Bridge over the Napa River

## **Attachment C**

1. Dunaweal Lane over Napa River
2. Crystal Springs over Bell Creek
3. Larkmead Lane over Napa River
4. Ragatz Lane over Napa River Overflow



## **Attachment D**

- Barnett Rd
- Pope Canyon Rd
- Chiles Pope Valley Rd.
- College Ave.
- Deer Park Rd.
- Mund Rd.
- Sanitarium Rd.
- Sunnyside Rd.
- Pratt Ave.
- Spring Mountain Rd.
- Berryessa-Knoxville Rd.
- Steele Canyon Rd
- Atlas Peak
- Estee Ave.
- Hardman Ave.
- Hedgeside Ave.
- McKinley
- Coombsville
- East 3<sup>rd</sup> Ave.
- Wildhorse Valley Rd
- Devlin Rd.
- Soscol Ferry
- Airpark
- Gateway Rd. West
- Harlow Ct.
- Technology Way
- Duhig Rd.
- Foster
- Las Amigas
- Patrick Rd
- Redwood Rd



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-872

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**TO:** Board of Supervisors  
**FROM:** Tracy A. Schulze, Auditor-Controller  
**REPORT BY:** Kaitlin Ager, Principal Grant Compliance Auditor  
**SUBJECT:** Disaster Restricted Fund Balance Analysis and Planned Release

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### **RECOMMENDATION**

Receive a presentation on the status of Federal Emergency Management Agency (FEMA)-funded emergencies in Napa County; approve the release of restricted fund balance; and approve related Budget Amendments to return the released funds to the subdivisions that originally funded the disaster-related projects. (Fiscal Impact: \$4,345,895 Reclass Fund Balance Reserves from Restricted to Available; Various Funds; Not Budgeted; Discretionary)

[4/5 vote required]

### **BACKGROUND**

Since 2014, Napa County has received approximately \$20 million in Public Assistance funding from the Federal Emergency Management Agency (FEMA) and the California Governor's Office of Emergency Services (CalOES) for federally declared disasters. These reimbursements have been recorded as restricted fund balance, meaning the funds cannot be used until they are deemed free from audit or claw-back risk. To date, approximately \$7 million has been released from restriction, with about \$13 million remaining restricted.

The most recent federally declared disasters prior to 2014 were the 2005-06 flood events, which have been fully closed out, with no remaining restricted funds. The Auditor-Controller's Office (ACO) currently tracks 127 disaster-related projects across ten separate emergency events. This includes detailed monitoring of claims, FEMA/CalOES payments, closeout statuses, and project-specific risk assessments.

Since 2014, the Board of Supervisors has supported the ACO policy of restricting FEMA/CalOES reimbursements until each disaster project is determined to be free of significant audit risk. Under the 2018 Disaster Recovery Reform Act (DRRA), FEMA's ability to recoup funds is generally limited to three years following CalOES' submission of the Final Inspection Report (FIR) for a project. However, CalOES may still adjust its payments until all projects within a declared event are finalized. Therefore, the ACO evaluates each project individually to determine when it is appropriate to release funds from restriction.

Please see Attachment A for a chart summarizing the projected release of restricted fund balance for the current fiscal year and the following three years.

As shown in the chart, the incremental planned release of restricted fund balance for fiscal year 2024-25 is \$4,345,895. These funds will be returned to the subdivisions that originally advanced funding for the disaster-related projects, including:

- \$2,844,229 to subdivision 1050000 - General Fund Non-Departmental
- \$913,654 to subdivision 1220053 - Public Works Measure T
- \$342,502 to subdivision 2040000 - Public Works Roads Operations
- \$173,539 to subdivision 3000000 - Accumulated Capital Outlay

Each subsequent fiscal year shown is an estimate based on each project's current status.

In addition, \$71,971 will be returned to CalOES/FEMA to reconcile advances received for projects from which the County subsequently withdrew.

The "No Estimate" column in Attachment A, for a total of \$454,636, reflects amounts that will remain restricted due to outstanding risks, unresolved issues, or because the projects have not yet entered the three-year post-FIR audit window.

The "Additional Anticipated" column in Attachment A, for a total of \$5.3 million, provides an estimate of remaining funds owed to Napa County based on FEMA's original obligation amounts less payments received to date. These figures remain subject to change until CalOES completes final closeout procedures for each disaster.

Over the past 11 years, Napa County has experienced a series of federally declared disasters requiring significant coordination and fiscal management. Despite the challenges, County departments have collaborated effectively, gaining valuable experience throughout the process. While a somewhat conservative fiscal approach has been maintained by restricting funds until claw-back risks have passed, current projections indicate that a majority of the remaining restricted balances will be released by fiscal year 2027-28. Further, the General Reserve is currently fully funded, providing additional comfort and flexibility to continue this prudent fiscal policy while ensuring the County remains in a strong financial position.

#### **Requested Actions:**

1. Approve a release of restricted fund balance \$4,095,807 in the General Fund, Fund 1000, Non-Departmental Declared Emergency subdivision 1058000.
2. Approve a release of restricted fund balance \$250,088 in the General Fund, Fund 1000, 2014 Earthquake subdivision 1058001.
3. Approve Budget Amendments for the following (rounded to the nearest \$10):
  - a. Increase appropriations of \$76,550 in account 57900 to transfer-out of 2014 Earthquake subdivision 1058001 using available fund balance, with an increase of transfer-in (account 49900) revenue in Non-Departmental subdivision 1050000; and
  - b. Increase appropriations of \$2,767,680 in account 57900 to transfer-out of Declared Emergency

subdivision 1058000 using available fund balance, with an increase of transfer-in (account 49900) revenue in Non-Departmental subdivision 1050000; and

- c. Increase appropriations of \$173,540 in account 56110 to transfer-out of 2014 Earthquake subdivision 1058001 using available fund balance, with an increase of transfer-in (account 48210) General Fund revenue in Fund 3000, Accumulated Capital Outlay subdivision 3000000; and
- d. Increase appropriations of \$37,510 in account 53600 in Declared Emergency subdivision 1058000, project 19S34, using available fund balance to return funds to CalOES/FEMA; and
- e. Increase appropriations of \$34,470 in account 53600 in Declared Emergency subdivision 1058000, project 20F58, using available fund balance to return funds to CalOES/FEMA; and
- f. Increase appropriations of \$913,660 in account 56100 to transfer-out of Declared Emergency subdivision 1058000 using available fund balance, with an increase of transfer-in (account 48200) revenue in Fund 2440, Measure T subdivision 1220053; and
- g. Increase appropriations of \$342,510 in account 56120 to transfer-out of Declared Emergency subdivision 1058000 using available fund balance, with an increase of transfer-in (account 48210) General Fund revenue in Fund 2040, Roads Operations subdivision 2040000.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Future releases of restrictions will require additional Board action.
Consequences if not approved:	If this item is not approved, the identified funds will remain classified as restricted and will not be available for use by the original funding subdivisions.

### **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.





# FEMA Funding Analysis

A Tradition of Stewardship  
A Commitment to Service



# Presentation Overview



A Tradition of Stewardship  
A Commitment to Service

- Definitions and disasters
- FEMA Funding
  - How does it work?
  - How much has Napa received to date?
  - How do we decide when to release restrictions?
- Individual Disaster Events
- Questions?



# Definitions



A Tradition of Stewardship  
A Commitment to Service

FEMA	Federal Emergency Management Agency
CalOES	California Governor's Office of Emergency Services
Recipient	Entity that directly receives federal awards
Subrecipient	Entity that receives federal awards passed through the recipient

# Napa County Declared Disasters



A Tradition of Stewardship  
A Commitment to Service

- 2014 Earthquake #4193
- 2015 Valley Fire #5112
- 2017 Fire Complex #4344
- 2017 Storm #4301
- 2017 Storm #4305
- 2017 Storm #4308
- 2019 Storm #4434
- 2020 LNU Fire #4558
- 2020 Glass Fire #4569
- 2023 Storms #4683

# FEMA Funding



A Tradition of Stewardship  
A Commitment to Service

Local  
Response

State  
Response

Request for  
Federal  
Help

Damage  
Assessment

Presidential  
Declaration

- ✓ CalOES is the direct recipient of FEMA funds
- ✓ Napa County is CalOES' subrecipient

# FEMA Funding Process

- Presidential Declaration
- Project Eligibility
- Project payments – how are they received?
- Final project approval and closeout
- Audits and potential claw-back

Because of this uncertainty, the BOS has previously supported the Auditor-Controller's policy of holding cash in a restricted fund.



A Tradition of Stewardship  
A Commitment to Service

# Payment Status to Date



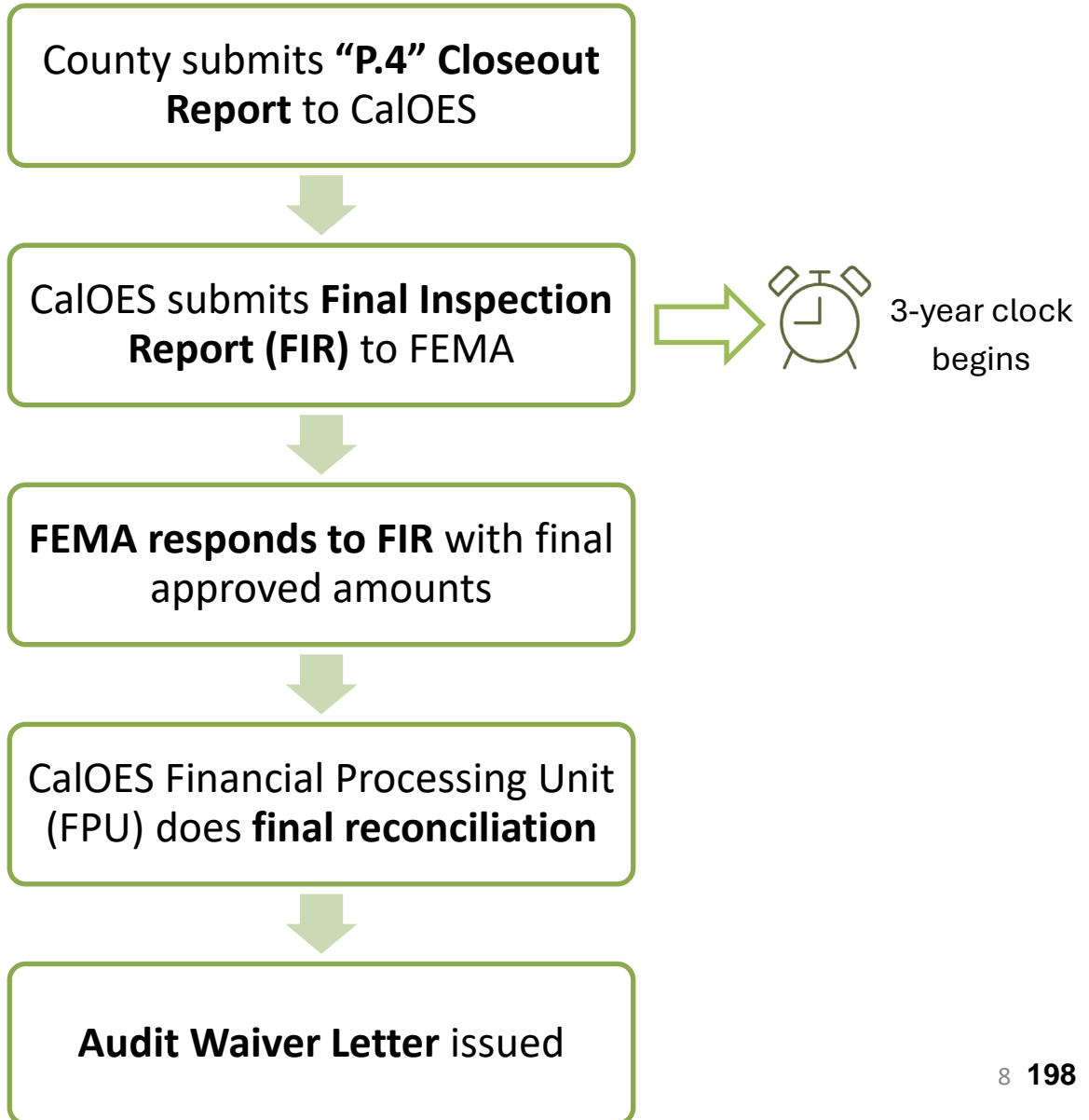
A Tradition of Stewardship  
A Commitment to Service

Total Cash Received	\$ 20,384,484
Total Cash Released	(7,252,677)
Total Cash Restricted	<u>\$ 13,131,807</u>
Estimated Payments Still Expected	\$ 5,300,000

# Closeout Process



A Tradition of Stewardship  
A Commitment to Service







# Individual Disasters Overview

A Tradition of Stewardship  
A Commitment to Service

# 2014 Earthquake



Photo: Napa Valley Register

# 2014 Earthquake (#4193)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE					Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	FY27/28	No estimate	
2014 EQ #4193	\$ 1,437,130	\$ 250,088	\$ 518,847	\$ 621,772	\$ 33,824	\$ 12,599	\$ 910,000
Non-Departmental - 1050000	729,925	76,549	48,900	591,877	-	12,599	-
Measure T - 1220053	-	-	-	-	-	-	-
Roads Ops - 2040000	29,895	-	-	29,895	-	-	-
Accum Capital Outlay - 3000000	677,310	173,539	469,947	-	33,824	-	910,000
Return to CalOES/FEMA	-	-	-	-	-	-	-
	\$ 1,437,130	\$ 250,088	\$ 518,847	\$ 621,772	\$ 33,824	\$ 12,599	\$ 910,000

## 36 individual projects

27 closed

20 pending CalOES final reconciliation

1 pending FEMA response to CalOES FIR

6 cash already released

9 withdrawn by County

### Status of Funding:

Received to date: \$ 4,656,051

Previously released: 3,218,921

Current restriction: \$ 1,437,130



# 2015 Valley Fire



Photo: The Press Democrat

# 2015 Valley Fire (#5112)



A Tradition of Stewardship  
A Commitment to Service

- Audit waiver letter received in fiscal year 2019-2020
- 2 individual projects
  - Direct Administration
  - Emergency Protective Measures/Essential Services

## Status of Funding:

Received to date:	\$ 274,104
Previously released:	<u>(274,104)</u>
Current restriction:	\$ -

# 2017 Storm Events



Photo: KQED



# 2017 Storm (#4301)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	No estimate	
2017 Storm #4301	\$ 3,651,069	\$ 2,686,476	\$ 964,593	\$ -	\$ -	\$ 1,635,000
Non-Departmental - 1050000	1,625,638	1,479,651	145,987	-	-	1,550,000
Measure T - 1220053	1,669,021	913,654	755,367	-	-	80,000
Roads Ops - 2040000	356,410	293,171	63,239	-	-	5,000
Accum Capital Outlay - 3000000	-	-	-	-	-	-
Return to CalOES/FEMA	-	-	-	-	-	-
	\$ 3,651,069	\$ 2,686,476	\$ 964,593	\$ -	\$ -	\$ 1,635,000

## 13 individual projects

9 closed out, pending CalOES final reconciliation

4 withdrawn by the County

## Status of Funding:

Received to date: \$ 3,651,069

Previously released: -

Current restriction: \$ 3,651,069

# 2017 Storm (#4305)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	No estimate	
2017 Storm #4305	\$ 750,815	\$ 49,331	\$ 645,464	\$ -	\$ 56,020	\$ -
Non-Departmental - 1050000	3,502	-	3,227	-	275	-
Measure T - 1220053	668,878	-	616,418	-	52,460	-
Roads Ops - 2040000	78,435	49,331	25,819	-	3,285	-
Accum Capital Outlay - 3000000	-	-	-	-	-	-
Return to CalOES/FEMA	-	-	-	-	-	-
	\$ 750,815	\$ 49,331	\$ 645,464	\$ -	\$ 56,020	\$ -

## 4 individual projects

- 3 closed out, pending CalOES final reconciliation
- 1 withdrawn by the County

### Status of Funding:

Received to date:	\$ 750,815
Previously released:	-
Current restriction:	\$ 750,815

# 2017 Storm (#4308)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	No estimate	
2017 Storm #4308	\$ 2,345,500	\$ 904,906	\$1,440,594	\$ -	\$ -	\$ 1,455,000
Non-Departmental - 1050000	923,032	904,906	18,126	-	-	15,000
Measure T - 1220053	1,146,770	-	1,146,770	-	-	1,440,000
Roads Ops - 2040000	275,698	-	275,698	-	-	-
Accum Capital Outlay - 3000000	-	-	-	-	-	-
Return to CalOES/FEMA	-	-	-	-	-	-
	\$ 2,345,500	\$ 904,906	\$1,440,594	\$ -	\$ -	\$ 1,455,000

## 20 individual projects

8 closed out, pending CalOES final reconciliation

12 withdrawn by the County

## Status of Funding:

Received to date: \$ 2,345,500

Previously released: -

Current restriction: \$ 2,345,500

# 2017 Fire Complex



Photo: Napa Valley Register

# 2017 Fire Complex (#4344)

- Audit waiver letter received in fiscal year 2024-2025
- 10 individual projects
  - Guardrails
  - Debris Removal (County)
  - Debris Removal (Contract)
  - Sign Repair
  - Redwood Road
  - Mutual Aid
  - Donated Resources
  - Emergency Protective Measures
  - Management Costs
  - Local Assistance Center (State only)



A Tradition of Stewardship  
A Commitment to Service

## Status of Funding:

Received to date:	\$ 3,759,652
Previously released:	<u>(3,759,652)</u>
Current restriction:	\$ -



# 2019 Storm



Photo: Napa Patch



# 2019 Storm (#4434)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	No estimate	
2019 Storm #4434	\$ 277,877	\$ 37,503	\$ -	\$ 34,607	\$ 205,767	\$ -
Non-Departmental - 1050000	-	-	-	-	-	-
Measure T - 1220053	-	-	-	-	-	-
Roads Ops - 2040000	126,156	-	-	-	126,156	-
Accum Capital Outlay - 3000000	114,218	-	-	34,607	79,611	-
Return to CalOES/FEMA	37,503	37,503	-	-	-	-
	<u>\$ 277,877</u>	<u>\$ 37,503</u>	<u>\$ -</u>	<u>\$ 34,607</u>	<u>\$ 205,767</u>	<u>\$ -</u>

## 9 individual projects

2 closed

1 pending FEMA response to CalOES FIR

1 pending CalOES FIR submission to FEMA

2 small projects ready to close that cannot be until all small projects are done

3 ongoing

2 withdrawn by the County

*return advance of \$37,503 for PW #169 Redwood Road 4.3*

## Status of Funding:

Received to date: \$ 277,877

Previously released: -

Current restriction: \$ 277,877

# 2020 LNU Fire



Photo: NBC News

# 2020 LNU Fire (#4558)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash Anticipated
		FY24/25	FY25/26	FY26/27	No estimate	
2020 LNU Fire #4558	\$ 2,690,562	\$ 34,468	\$ 2,656,094	\$ -	\$ -	\$ 300,000
Non-Departmental - 1050000	2,656,094	-	2,656,094	-	-	300,000
Measure T - 1220053	-	-	-	-	-	-
Roads Ops - 2040000	-	-	-	-	-	-
Accum Capital Outlay - 3000000	-	-	-	-	-	-
Return to CalOES/FEMA	34,468	34,468	-	-	-	-
	<u>\$ 2,690,562</u>	<u>\$ 34,468</u>	<u>\$ 2,656,094</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 300,000</u>

## 13 individual projects

12 closed

8 pending CalOES final reconciliation

4 pending FEMA response to CalOES FIR

1 withdrawn by the County

*return advance of \$34,468 for PW #154 Pavements Damaged by Fire and Vehicles*

## Status of Funding:

Received to date: \$ 2,690,563

Previously released: -

Current restriction: \$ 2,690,563

# 2020 Glass Fire



Photo: Newsweek

# 2020 Glass Fire (#4569)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash
		FY24/25	FY25/26	FY26/27	No estimate	
2020 Glass Fire #4569	\$ 1,817,392	\$ 383,123	\$ -	\$ 1,415,481	\$ 18,788	\$ 1,000,000
Non-Departmental - 1050000	1,805,111	383,123	-	1,403,200	18,788	300,000
Measure T - 1220053	-	-	-	-	-	-
Roads Ops - 2040000	-	-	-	-	-	-
Accum Capital Outlay - 3000000	12,281	-	-	12,281	-	700,000
Return to CalOES/FEMA	-	-	-	-	-	-
	\$ 1,817,392	\$ 383,123	\$ -	\$ 1,415,481	\$ 18,788	\$ 1,000,000

## 11 individual projects

8 closed

7 pending CalOES final reconciliation

1 pending CalOES FIR submission to FEMA

1 ongoing

2 withdrawn by the County

## Status of Funding:

Received to date: \$ 1,817,392

Previously released: -

Current restriction: \$ 1,817,392



# 2023 Storm



Photo: Press Democrat



# 2023 Storm (#4683)



A Tradition of Stewardship  
A Commitment to Service

Disaster	Cash Restricted	ESTIMATED YEAR OF RELEASE				Additional Cash
		FY24/25	FY25/26	FY26/27	No estimate	
2023 Storms #4683	\$ 161,462	\$ -	\$ -	\$ -	\$ 161,462	\$ -
Non-Departmental - 1050000	-	-	-	-	-	-
Measure T - 1220053	-	-	-	-	-	-
Roads Ops - 2040000	161,462	-	-	-	161,462	-
Accum Capital Outlay - 3000000	-	-	-	-	-	-
Return to CalOES/FEMA	-	-	-	-	-	-
	\$ 161,462	\$ -	\$ -	\$ -	\$ 161,462	\$ -

## 9 individual projects

6 denied and in appeal

1 withdrawn by the County

2 ready to close but cannot until FEMA determinations on appeals

## Status of Funding:

Received to date: \$ 161,462

Previously released: -

Current restriction: \$ 161,462

# Estimated Future Cash Release

Disaster	Cash Restricted	Estimated Release					Additional Anticipated
		FY24/25	FY25/26	FY26/27	FY27/28	No estimate	
2014 Earthquake #4193	\$ 1,437,130	\$ 250,088	\$ 518,847	\$ 621,772	\$ 33,824	\$ 12,599	\$ 910,000
2015 Valley Fire #5112	-	-	-	-	-	-	-
2017 Storm #4301	3,651,069	2,686,476	964,593	-	-	-	1,635,000
2017 Storm #4305	750,815	49,331	645,464	-	-	56,020	-
2017 Storm #4308	2,345,500	904,906	1,440,594	-	-	-	1,455,000
2017 Fire Complex #4344 <sup>1</sup>	-	-	-	-	-	-	-
2019 Storm #4434	277,877	37,503	-	34,607	-	205,767	-
2020 LNU Fire #4558	2,690,562	34,468	2,656,094	-	-	-	300,000
2020 Glass Fire #4569	1,817,392	383,123	-	1,415,481	-	18,788	1,000,000
2023 Storms #4683	161,462	-	-	-	-	161,462	-
Total	\$ 13,131,807	\$ 4,345,895	\$ 6,225,592	\$ 2,071,860	\$ 33,824	\$ 454,636	\$ 5,300,000
Return to :							
Non-Departmental - 1050000	\$ 7,743,302	\$ 2,844,229	\$ 2,872,334	\$ 1,995,077	\$ -	\$ 31,662	\$ 2,165,000
Measure T - 1220053	3,484,669	913,654	2,518,555	-	-	52,460	1,520,000
Roads Ops - 2040000	1,028,056	342,502	364,756	29,895	-	290,903	5,000
ACO - 3000000	803,809	173,539	469,947	46,888	33,824	79,611	1,610,000
Return to CalOES/FEMA	71,971	71,971	-	-	-	-	-
Total	\$ 13,131,807	\$ 4,345,895	\$ 6,225,592	\$ 2,071,860	\$ 33,824	\$ 454,636	\$ 5,300,000

<sup>1</sup> 2017 Fire Complex - \$3,759,652 already released this fiscal year.

# Questions?



## Attachment A

Disaster	Cash Restricted	Estimated Release					Additional Anticipated
		FY24/25	FY25/26	FY26/27	FY27/28	No estimate	
2014 Earthquake #4193	\$ 1,437,130	\$ 250,088	\$ 518,847	\$ 621,772	\$ 33,824	\$ 12,599	\$ 910,000
2015 Valley Fire #5112	-	-	-	-	-	-	-
2017 Storm #4301	3,651,069	2,686,476	964,593	-	-	-	1,635,000
2017 Storm #4305	750,815	49,331	645,464	-	-	56,020	-
2017 Storm #4308	2,345,500	904,906	1,440,594	-	-	-	1,455,000
2017 Fire Complex #4344	-	-	-	-	-	-	-
2019 Storm #4434	277,877	37,503	-	34,607	-	205,767	-
2020 LNU Fire #4558	2,690,562	34,468	2,656,094	-	-	-	300,000
2020 Glass Fire #4569	1,817,392	383,123	-	1,415,481	-	18,788	1,000,000
2023 Storms #4683	161,462	-	-	-	-	161,462	-
Total	\$ 13,131,807	\$ 4,345,895	\$ 6,225,592	\$ 2,071,860	\$ 33,824	\$ 454,636	\$ 5,300,000
Return to :							
Non-Departmental - 1050000	\$ 7,743,302	\$ 2,844,229	\$ 2,872,334	\$ 1,995,077	\$ -	\$ 31,662	\$ 2,165,000
Measure T - 1220053	3,484,669	913,654	2,518,555	-	-	52,460	1,520,000
Roads Ops - 2040000	1,028,056	342,502	364,756	29,895	-	290,903	5,000
ACO - 3000000	803,809	173,539	469,947	46,888	33,824	79,611	1,610,000
Return to CalOES/FEMA	71,971	71,971	-	-	-	-	-
Total	\$ 13,131,807	\$ 4,345,895	\$ 6,225,592	\$ 2,071,860	\$ 33,824	\$ 454,636	\$ 5,300,000



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-763

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** John Buzolich, Deputy Chief Executive Officer  
**SUBJECT:** Fiscal Year 2025-26 Recommended Budget Hearing

---

### **RECOMMENDATION**

Continuation of Public Hearing from June 16, 2025 to accept testimony on the Fiscal Year 2025-26 Recommended Budget and continue hearing for consideration to June 24, 2025 for adoption. (Fiscal Impact: Varies by Fund; All County Funds; Discretionary)

### **BACKGROUND**

The Fiscal Year 2025-26 Recommended Budget will be presented for Board and Public comments.

This presentation is the second of two with the Hearing continued from Monday, June 16, 2025.

#### Procedural Requirements:

1. Continue Public Hearing from June 16, 2025
2. Staff Reports
3. Public Comments
4. Motion, second, discussion, and vote to tentatively adopt the budget.
5. Continue Public Hearing to June 24, 2025, at 9:00 AM for final adoption.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact? Yes

Is it currently budgeted?	No
Where is it budgeted?	All County Funds 1000-5240, excluding Special Districts
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	Yes
Future fiscal impact:	Varies by Fund
Consequences if not approved:	Authority will not exist to process payments

**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.





# FY 2025-26 Budget Hearings

County Executive Office  
June 16-17, 2025

Ryan J. Alsop, Chief Executive Officer  
Becky Craig, Assistant Chief Executive  
John Buzolich, Deputy Chief Executive  
Daniel Sanchez, Senior Management Analyst  
Jasmine Elo, Management Analyst  
Celeste Gonzalez, Management Analyst  
Alice Danner, Staff Services Analyst



# Distinguished Budget Presentation



GOVERNMENT FINANCE OFFICERS ASSOCIATION

## *Distinguished Budget Presentation Award*

PRESENTED TO

**County of Napa  
California**

For the Fiscal Year Beginning

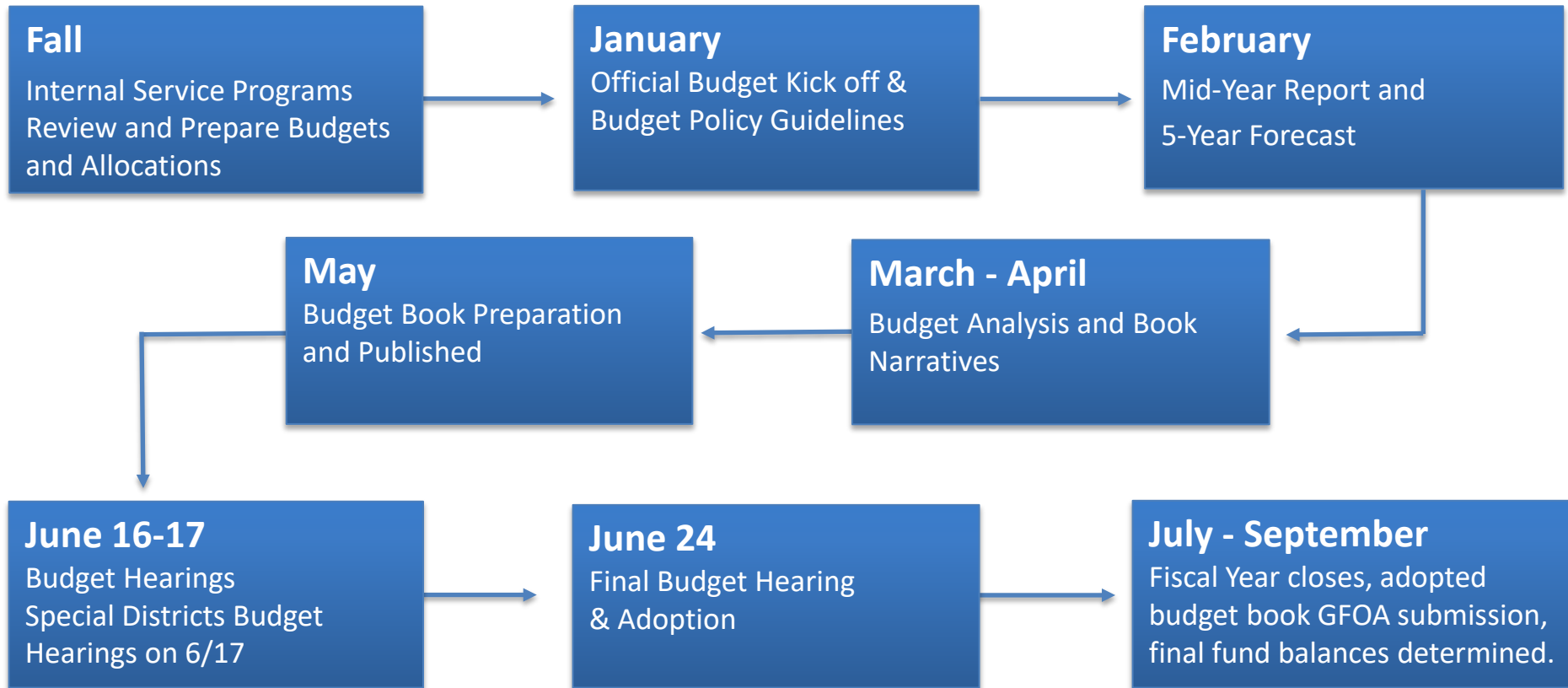
**July 01, 2024**

*Christopher P. Merrill*

Executive Director



# Budget Development Process



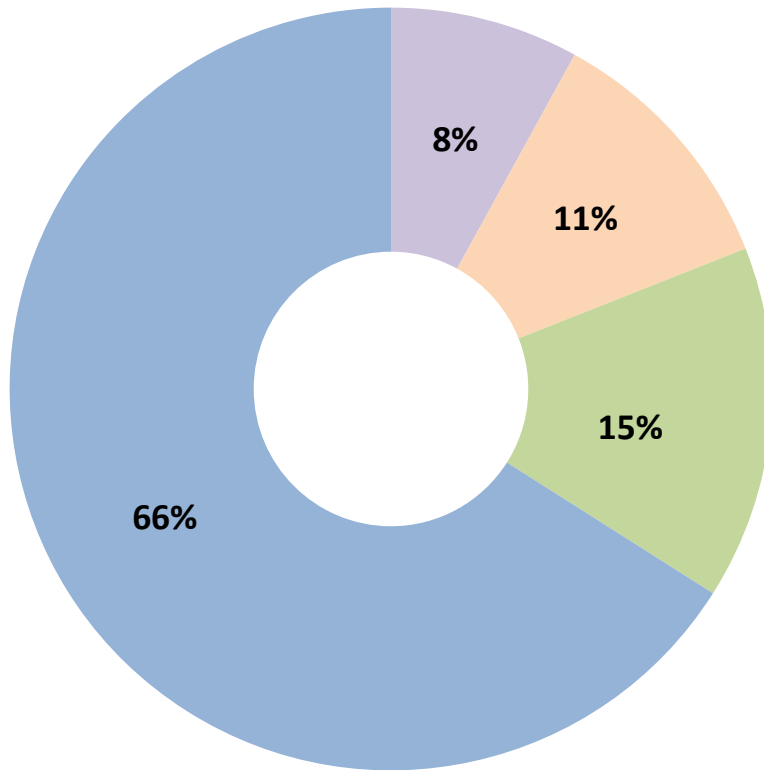
# Recommended Budget Overview





All Funds	FY 2024-25 Adopted	FY 2025-26 Recommended	Difference
General Fund*	\$325,974,163	\$341,321,348	\$15,347,185
Operating Special Revenue Funds	\$303,673,081	\$322,645,635	\$18,972,554
Non-operating Special Revenue Funds	\$63,308,678	\$58,952,575	(\$4,356,103)
Capital Project Funds	\$49,860,000	\$41,797,120	(\$8,062,880)
Debt Service Fund	\$281,500	\$267,903	(\$13,597)
Enterprise Funds	\$8,662,582	\$9,000,268	\$337,686
Internal Service Funds	\$171,921,721	\$193,529,584	\$21,607,863
<b>Total All Funds</b>	<b>\$923,681,725</b>	<b>\$967,514,433</b>	<b>\$43,832,708</b>

\*Special District budgets are presented separately and are not included in this table.



# General Fund Revenue Sources



Revenue		(\$ Millions)	
	Taxes	\$202.3	66%
	Licenses, Permits, Charges for Services, Misc	\$47.3	15%
	Intergovernmental (State + Federal)	\$34.0	11%
	Other Financing (Transfers-In, Indirect Costs)	\$23.1	8%

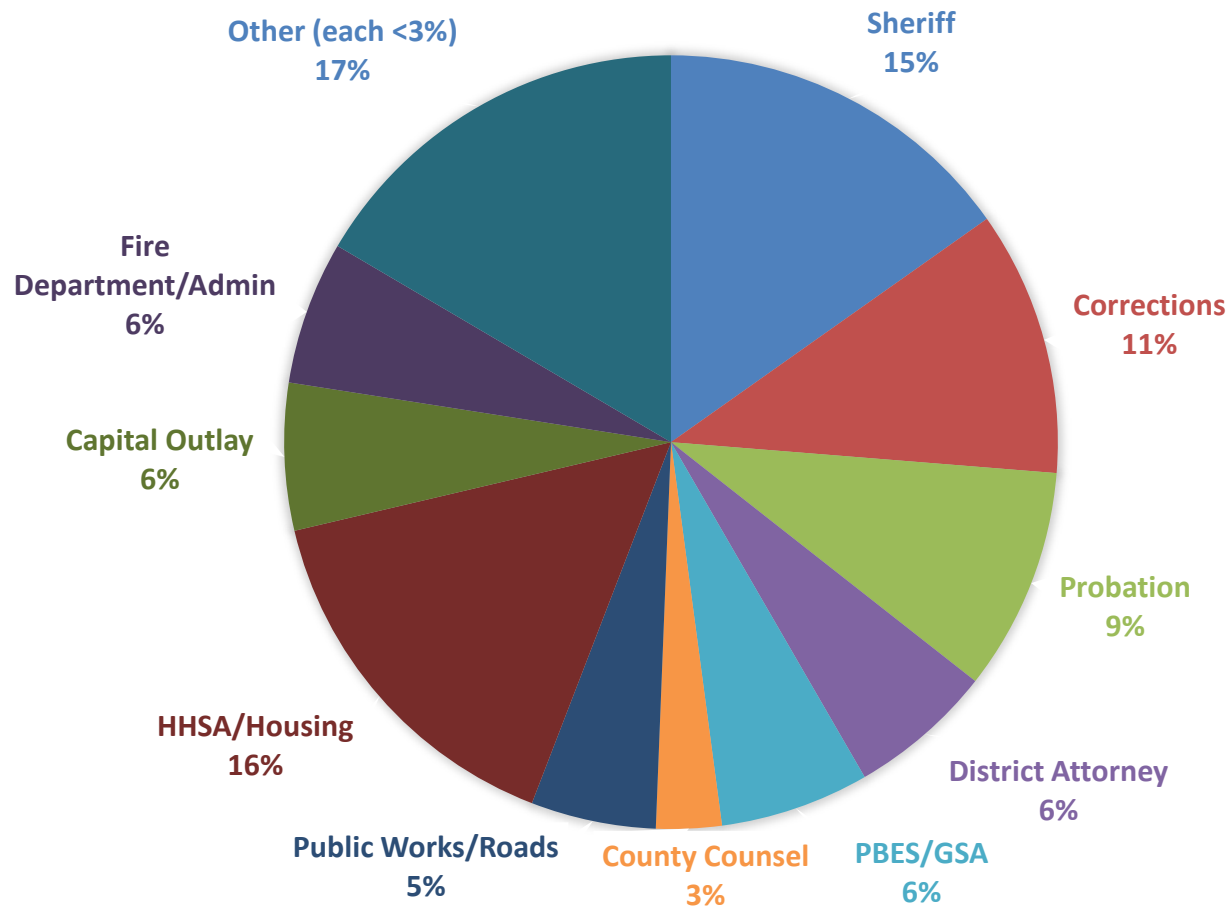


# General Fund Tax Revenues

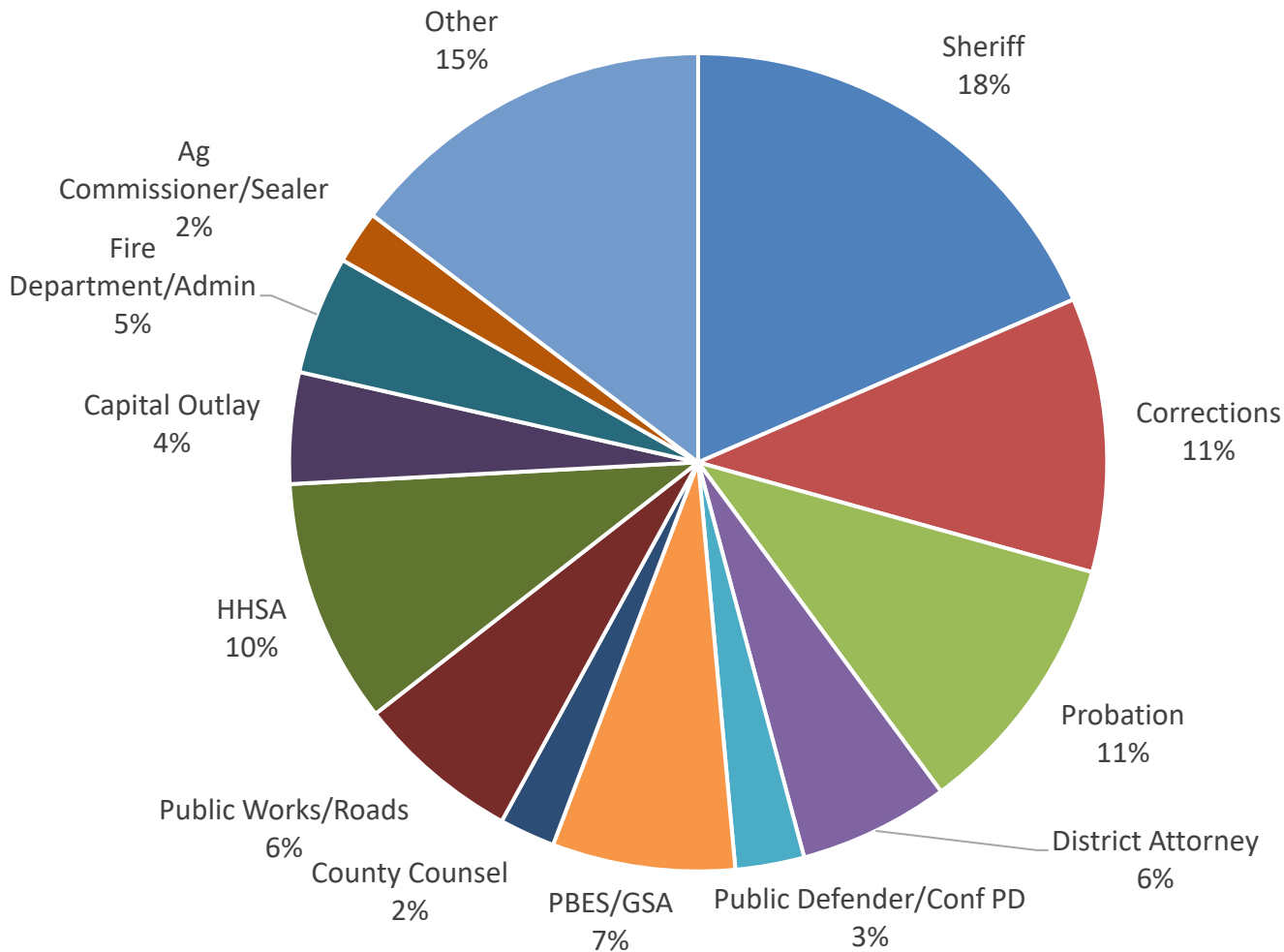




# Recommended General Fund Net County Cost by Function



# Recommended General Fund As Percent of GF Appropriation

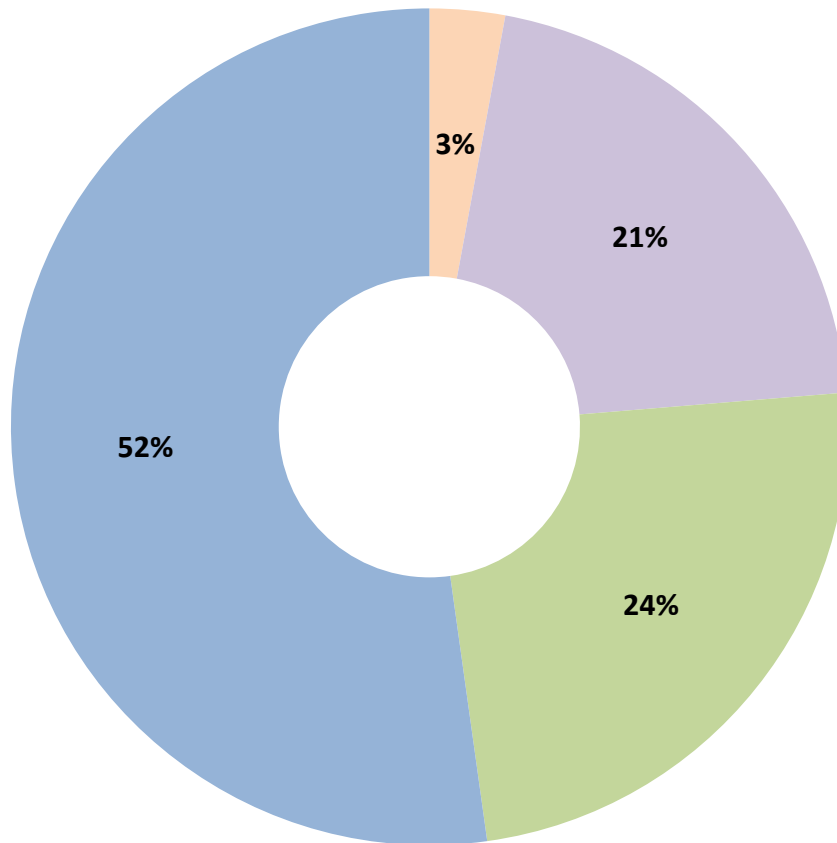






# Recommended General Fund Net County Cost by Function

	GF Recommended Appropriation	GF Recommended NCC
Sheriff	\$63,094,895	\$37,813,398
Corrections	\$36,997,841	\$26,977,156
Probation	\$36,024,871	\$22,738,489
District Attorney	\$20,289,507	\$14,780,494
Public Defender/Conf PD	\$9,291,737	\$7,264,592
PBES/GSA	\$24,666,954	\$15,295,568
County Counsel	\$7,510,442	\$6,670,942
Public Works/Roads	\$22,153,246	\$13,676,265
HHSA	\$33,072,708	\$33,072,708
Capital Outlay	\$15,000,000	\$15,000,000
Fire Department/Admin	\$15,977,325	\$14,627,325
Ag Commissioner/Sealer	\$7,182,299	\$4,176,054
Other	\$50,059,523	\$40,738,117
	\$341,321,348	\$252,831,108



# General Fund Expenditures by Type



Expenditures		(\$ Millions)	
	Salaries & Benefits	\$177.7	52%
	Services & Supplies	\$83.0	24%
	Other Financing Uses	\$70.6	21%
	Other Charges, Special Items & Capital Assets	\$10.0	3%



# Pressures on the General Fund

Ongoing Cost Adjustments	Amount
Cost of Living Adjustment (COLA)	\$ 4.0m
Replacement Jail Operations	\$ 3.7m
NCFF Wildfire Mitigation	\$ 3.5m
General Liability	\$ 2.1m
<b>Total</b>	<b>\$13.3 million</b>



# Pressures on the General Fund

Cost Adjustments	Amount
HHSA	\$33.0m
Capital Projects	\$27.0m
Fire Department	\$ 9.5m
Road Maintenance	\$ 5.3m
Housing & Community Services	\$ 4.7m
Groundwater Sustainability Agency	\$ 2.0m
<b>Total</b>	<b>\$81.5 million</b>





# Reserves & Designations Categories

Type	FY 2024-25 Budget	FY 2025-26 Budget
General Reserves	\$39.1 million	\$66.8 million
Fiscal Uncertainty	\$26.2 million	\$10.0 million
Section 115 Trust for Pension Liability	\$21.0 million	\$22.9 million
Declared Emergencies	\$18.0 million	\$ 8.8 million
Tobacco Master Settlement Agreement	\$10.6 million	\$ 7.4 million
Ag Commissioner Capital Improvements	\$ 2.9 million	\$ 3.2 million
Loans and Advances Receivable	\$ 4.4 million	\$ 4.3 million
Public Protection Programs	\$ 0.4 million	\$ 0.4 million
Future Expenditures	\$ 5.0 million	\$10.4 million
<b>Total Reserves &amp; Designations</b>	<b>\$127.6 million</b>	<b>\$134.2 million</b>

\*Estimated \$56 million beginning available fund balance



# Operating Special Revenue Funds

<b>Fund</b>	<b>Appropriations</b>
Health & Human Services Agency*	\$190,311,410
Library	\$ 22,083,919
Housing & Community Services	\$ 17,164,429
Affordable Housing	\$ 19,474,894
Roads	\$ 23,882,443
Fire Department	\$ 34,953,692
Other (Building & Code, Child Support, NVTID, PEG, etc.)	\$ 14,774,848
<b>Total</b>	<b>\$322,645,635</b>



# Health and Human Services Agency

## Partial List of Examples:

- IHSS Provider Wages
- Inpatient Hospitalizations
- Enhancing Services/Underfunded Mandates



# Fire Department Budget Overview

Appropriations	Amount
Salary & Benefits	\$ 1.9 million
Services & Supplies	\$29.0 million
Capital Outlay	\$ 3.3 million
Other	\$ 0.8 million
<b>Total Uses</b>	<b>\$35.0 million</b>

Financing Sources	Amount
Taxes	\$18.1 million
Licenses & Permits	\$ 1.2 million
Intergovernmental	\$ 1.5 million
Use of Money/Property	\$ 0.4 million
Charges for Services	\$ 1.1 million
Other	\$ 0.4 million
Transfers from General Fund	\$ 9.5 million
<b>Total Sources</b>	<b>\$32.2 million</b>



# Fire Fund

## Discretionary Revenue & Fund Balance

- \$ 1.1 million increase in Property Taxes
- \$20.5 million Contracted Services with CalFIRE
- \$ 3.3 million Equipment Replacement
- \$ 2.7 million Use of Available Fund Balance
- \$ 6.5 million estimated ending Fund Balance



# Next Steps

- Public Hearing
- Discussion & Direction
- Final Budget Adoption – June 24th, 9:00 AM







# 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:** 6/17/2025

**File ID #:** 25-768

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**TO:** Board of Supervisors  
**FROM:** Jennifer Palmer, Director of Housing and Community Services  
**REPORT BY:** Alex Carrasco, Project Manager  
**SUBJECT:** Public Hearing on County Service Area No. 4 Budget for FY 2025-26

---

### **RECOMMENDATION**

Conduct a Public Hearing for the County Service Area No. 4 (CSA No. 4) to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of \$708,441. (Fiscal Impact: \$24,102 Net Use of Fund Balance; County Service Area No.4 Fund; Discretionary)

### **BACKGROUND**

In 2002, the Board of Supervisors created County Service Area No. 4 (CSA No. 4) to provide funding for farm worker housing programs. Revenues for the program come from an assessment on vineyard acreage located within the service area. As provided in Government Code section 25213.2, the assessments must be approved by the district every five years and were last reauthorized in 2022 through fiscal year 2026-27. The proposed Fiscal Year 2025-26 budget assumes a \$14 assessment per planted vineyard acre. The current assessment may not exceed \$15 per planted acre.

#### Procedural Requirements:

1. Open Public Hearing.
2. Staff reports.
3. Public comment.
4. Close Public Hearing.
5. Continue item to Tuesday, June 24, 2025 consent calendar.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	None
Consequences if not approved:	Insufficient funding for farmworker housing centers in 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



# 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:** 6/17/2025

**File ID #:** 25-743

**TO:** Board of Directors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Kat Chambers, Staff Services Analyst II  
**SUBJECT:** Public Hearing on Levy of Assessments in County Service Area No. 3 for Fiscal Year 2025-26

### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony for County Service Area No. 3 on the Fiscal Year 2025-26 assessment of \$147,166 and adopt a resolution authorizing the assessment levy (Fiscal Impact: \$147,166 Revenue; County Service Area No. 3; Discretionary)

### **BACKGROUND**

In 1997, County Service Area (CSA) No. 3 property owners held a Proposition 218 election that approved an assessment methodology for street services (median landscaping, street sweeping, and street lighting). Pursuant to a Proposition 218 ballot process conducted on July 18, 2023, property owners in CSA No. 3 authorized a new assessment and methodology for street services, approved by the Board of Supervisors in Resolution No. 2023-95.

On May 20, 2025, the "Engineer's Report" for Fiscal Year 2025-26 was submitted to the Board in compliance with Chapter 3.10 of the Napa County Code. After receiving the report, the Board, by resolution, declared the County's intent to levy assessments for CSA No. 3, set June 17, 2024 at 2:00 p.m. for a public hearing to consider any protests to the proposed assessments, and designated Kat Chambers of the Public Works department as the person to answer questions regarding the assessments.

The Engineer's Report proposes a total assessment for Fiscal Year 2025-26 of \$147,166, allocated among parcels of real property in CSA No. 3 receiving street-related services. The amount of the assessment allocated to each parcel is included in the Engineer's Report. This public hearing is to hear and consider any testimony in favor or in opposition to the proposed assessments. The proposed assessments were calculated using the assessment rate methodology and special benefit analysis approved by a vote of the property owners in CSA No. 3 in 2023.

### **Requested Actions:**

1. Open the public hearing to consider any objections or protests with respect to the proposed CSA No. 3

- assessment levy;
2. Staff reports;
  3. Public comments;
  4. Close public hearing;
  5. Motion, second, discussion and vote to adopt the proposed resolution imposing the assessments for CSA No. 3 for Fiscal Year 2025-26.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	CSA No. 3 Special Assessment Revenue; Subdivision 2800005
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	The assessments establish an annual funding source to provide street-related maintenance and service needs benefiting property owners within the County Service Area No. 3, including street sweeping, street lighting, landscaping, and administrative services.
Is the general fund affected?	No
Future fiscal impact:	No fiscal impact beyond Fiscal Year 2025-26.
Consequences if not approved:	The assessment revenue is the main source of revenue for CSA No.3, Subdivision 2800005. If not approved, there will be no funding available for the various maintenance needs of this area.

### **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 BOARD OF SUPERVISORS OF NAPA  
COUNTY, STATE OF CALIFORNIA, AUTHORIZING AND LEVYING  
ASSESSMENTS FOR STREET MEDIAN LANDSCAPING, STREET  
AND HIGHWAY LIGHTING, AND STREET SWEEPING WITHIN  
COUNTY SERVICE AREA NO. 3 FOR FISCAL YEAR 2025-26**

**WHEREAS**, in 1979, the Napa County Board of Supervisors (“Board”) formed County Service Area No. 3 (“CSA No. 3”) pursuant to Government Code section 25210.1 *et seq.* (“County Service Area law”), as a mechanism for providing certain extended governmental services, such as water and sewer service, to the unincorporated area surrounding the Napa County Airport; and

**WHEREAS**, on March 22, 1994, the Board added the extended services of structural fire protection, streetside landscaping, street and highway lighting, and street sweeping to the governmental services that could be provided in CSA No. 3 pursuant to Resolution No. 94-27; and

**WHEREAS**, on May 16, 2023, the Board determined enhanced structural fire protection services was no longer necessary in CSA No. 3, while authorizing staff to initiate the Proposition 218 process to continue and increase funding for median landscaping, street and highway lighting, and street sweeping (collectively referred to as “Services”) pursuant to Resolution No. 2023-69; and

**WHEREAS**, on July 18, 2023, the Board accepted the results of the ballot process where a majority of the property owners within CSA No. 3 voted to authorize the assessments to fund the Services in accordance with Proposition 218, pursuant to Resolution No. 2023-95; and

**WHEREAS**, the Board desires to continue to provide the Services in CSA No. 3 during Fiscal Year 2025-26, in accordance with the service plan adopted for said fiscal year by the Board prior to June 30, 2025, as required by Napa County Code section 3.10.050(A)(1), and to continue to fund the Services through the assessment rate methodology and special benefit analysis approved in 2023 by the voters within CSA No. 3 in the manner required by Proposition 218; and

**WHEREAS**, pursuant to the County Service Area Law and Napa County Code section 3.10.050(A)(2)(a), a written Engineer’s Report (“Report”) was prepared by a registered professional engineer certified by the State of California, which contains all of the information required for such Report by the County Service Area Law and Chapter 3.10 of the Napa County Code and which, applying the above-referenced voter-approved assessment benefit and rate methodology to the properties in the two existing benefit zones of CSA No. 3, sets forth the individual assessments for the affected properties necessary to fund the Services to be provided in fiscal year 2025-26; and

**WHEREAS**, in accordance with Napa County Code section 3.10.050(A)(2)(b), upon the filing of the Report with the Clerk of the Board, the Clerk of the Board fixed June 17, 2025 at

9:00 a.m. in the Board of Supervisors' Meeting Room, Room 305, Third Floor, County Administration Building, 1195 Third Street, Napa, California 94559 as the time, date and place for the public hearing where any interested person shall be permitted to present written or oral testimony regarding the content and accuracy of the Report, and express support or opposition to the proposed Assessments, and published notice of the public hearing at least once a week for two successive weeks in a newspaper of general circulation published in the County of Napa, as provided in Government Code section 6066; and

**WHEREAS**, further notice is not required by Proposition 218 because the proposed assessments for fiscal year 2025-26 are calculated using the same rate and benefit methodology as that approved by the voters in 2023 and are therefore not considered by Government Code section 53750 to be "increased" or "new" assessments as those terms are used in Proposition 218; and

**WHEREAS**, on June 17, 2025, at 9:00 a.m., the Board held a public hearing at which the Board heard and considered public testimony regarding the content and accuracy of the Report, and statements in support or opposition to the proposed Assessments, if any;

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

1. The Board hereby finds and determines that the foregoing Recitals are true and correct.
2. Pursuant to Napa County Code section 3.10.050(B), the Board hereby confirms the contents and recommendations of the Report, levies the Assessments on the real property in CSA No. 3 and the zones thereof for Fiscal Year 2025-26 as set forth in the Report, and orders collection of such Assessments in conformance with Chapter 3.10 of the Napa County Code.
3. In accordance with Napa County Code section 3.10.110, each Assessment levied under paragraph (2), above, shall appear as a separate non-tax item on the property tax bill for the affected parcel of real property, shall be collected at the same time and in the same manner as ordinary County ad valorem property taxes are collected, and shall be subject to the same penalties and the same procedure and sale in the case of delinquency as provided for such taxes.

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at a regular meeting of the Board of Supervisors of Napa County, State of California, held on the 17th day of June, 2025, by the following vote:

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By: \_\_\_\_\_  
ANNE COTTRELL, Chair of the  
Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Thomas C. Zeleny</u> Chief Deputy County Counsel</p> <p>Date: <u>May 27, 2025</u> PL Doc. No. 132320</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____ Processed By: _____ _____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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# 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:** 6/17/2025

**File ID #:** 25-785

**TO:** Board of Directors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Kat Chambers, Staff Services Analyst II  
**SUBJECT:** Public Hearing for Fiscal Year 2025-26 County Service Area No. 3 Budget

### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriation of \$336,150 for County Service Area No. 3. (Fiscal Impact: \$180,110 Net Use of Fund Balance; County Service Area No. 3; Discretionary)

### **BACKGROUND**

Napa County Public Works administers County Service Area (CSA) No. 3 street-related maintenance and services, including street sweeping, landscaping, street lighting, and administrative services. The proposed budget includes appropriations necessary to continue maintaining this County Service Area.

The Fiscal Year 2025-26 recommended budget for CSA No. 3 includes \$156,040 in estimated revenue collected from special assessments, delinquent tax penalties, and interest earnings. Projected appropriations are estimated at \$336,150 and include County Counsel legal services, landscape restoration and maintenance, street sweeping, street light repairs, water expense, and administrative costs. Staff anticipates combining available fund balance and the special assessment to pay for backlogged repairs, landscape upgrades, and landscape refurbishments during Fiscal Year 2025-26.

#### Requested Actions:

1. Open Public Hearing;
2. Staff reports;
3. Public comment;
4. Close Public Hearing;
5. Continue item to Tuesday, June 24, 2025 consent calendar.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes

Where is it budgeted?	CSA No. 3, Subdivision 2800005
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget must be established to expend funds to cover the obligations of County Service Area No. 3
Is the general fund affected?	No
Future fiscal impact:	Establishes the budget authority for Fiscal Year 2025-26 only.
Consequences if not approved:	Without budget adoption, CSA No. 3 will not have spending authority in Fiscal Year 2025-26 and would default on their obligations.

**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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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-365

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**TO:** Board of Supervisors  
**FROM:** Steven Lederer - Director of Public Works  
**REPORT BY:** Sarah Geiss - Supervising Staff Services Analyst  
**SUBJECT:** Napa County Community Facilities District 2012-1 MST FY 2025-26 Budget

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony for Milliken-Sarco-Tulocay on the Fiscal Year 2025-26 Recommended Budget for a total appropriation of \$989,976. (Fiscal Impact \$644,593 Net Use of Fund Balance; Milliken-Sarco-Tulocay Fund; Discretionary)

### **BACKGROUND**

The Milliken-Sarco-Tulocay (MST) basin has been designated as a groundwater deficient area for over 20 years. The County, in conjunction with Napa Sanitation District (NSD), participated in the planning and construction of recycled water pipelines to help alleviate the problem. Construction of the initial MST Recycled Water Pipeline Project was completed in 2016. The construction budget, which was the basis for a 1% State Revolving Fund (SRF) loan and formation of the Community Facilities District (CFD), was \$13.2 million, partially offset by a 25% Water Smart grant from the Bureau of Reclamation. During construction, approximately \$5 million in additional funding (via grant) was approved by the State, resulting in the final debt amount of \$6,889,339 to be repaid over 20 years. Loan repayment commenced one year after project completion, in late 2016. CFD revenue has been collected since 2014 and is being used to repay the loan.

With the project now completed, the CFD special taxes have been recalculated based on the total project costs and current debt levels. Effective Fiscal Year 2022-23 sufficient funding was forecast to meet financial obligations of the CFD, such that no additional base special taxes are anticipated to be collected from CFD members, except for those members who owe catch up taxes based on joining the CFD late. One final round of annexations in Fiscal Year 2023-24 resulted in adequate funding commitments to fully retire the debt service once all catchup taxes have been paid no later than Fiscal Year 2028.

Each new property added to the recycled water system requires a physical connection. NSD has been making these connections and funding the costs using remaining grant revenues from expansion project construction. At this point NSD has used all awarded grant funds and to continue to make the physical connections for new annexations, an amendment to the Agreement with NSD was approved by the Board to reimburse NSD for the cost of connections for any final connections that are made through annexation to the CFD.

As a result of additional property owners joining into the CFD and connecting to the recycled water pipeline, the tax revenue collection has outpaced the originally established loan repayment schedule, allowing for the opportunity to make a loan principal pre-payment in the amount of \$600,000 from the CFD fund balance. This principal pre-payment will reduce the overall loan interest and shorten the timeframe to pay the loan in full. After making the pre-payment, the State will adjust that loan payment schedule.

The SRF loan balance at June 30, 2025 is \$1.3 million. The final payment is due on December 31, 2028.

Procedural Requirements:

1. Open Public Hearing
2. Staff reports
3. Public comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Appropriations will be budgeted accordingly in future fiscal years for the receipt of the approved taxes and repayment of the loans over a total of twenty years. First payment of the loan was made on December 31, 2016.
Is the general fund affected?	No
Consequences if not approved:	The Community Facilities District will not have appropriate expenditure authority to repay the loans incurred.

**ENVIRONMENTAL IMPACT**

ENVIRONMENTAL DETERMINATION: The Napa County Board of Supervisors, acting as a responsible agency pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines , Section 15096, has considered the environmental effects of the Project both in a comprehensive Environmental Impact Report (EIR) - in December 2009 - and in a subsequent Addendum (November 2013). The Federal (NEPA) aspect of this Project has also been addressed - through both documents - and has been certified by the North Bay Water Reuse Authority - of which both the County and NSD are members - and its lead agency, the Sonoma County Water Agency.



# Napa County

## Board Agenda Letter

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-766

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**TO:** Board of Supervisors  
**FROM:** Ryan J. Alsop, Chief Executive Officer  
**REPORT BY:** Becky Craig, Assistant County Executive Officer  
**SUBJECT:** Fiscal Year 2025-26 Napa Valley Tourism Improvement District Budget

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 Recommended Budget for Napa Valley Tourism Improvement District Budget for a total appropriation of \$8.5 million. (Fiscal Impact: Net Zero; NVTID; Discretionary)

### **BACKGROUND**

The recommended budget for Fiscal Year 2025-26 for the Napa Valley Tourism Improvement District - Countywide constitutes \$8.5 million appropriations, offset by an assessment on short-term room rentals at lodging businesses. The budget is an estimate and only revenue received will be distributed.

#### Procedural Requirements:

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Where is it budgeted?	Fund 2830
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	Establishing the Annual Budget
Is the general fund affected?	No
Future fiscal impact:	Revenues administered by Napa Valley Tourism Corporation
Consequences if not approved:	Authority will not exist to process payments.

**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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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-760

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**TO:** Napa County Groundwater Sustainability Agency  
**FROM:** Brian D. Bordona, Director - Planning, Building and Environmental Services  
**REPORT BY:** Jamison Crosby, Natural Resources Conservation Manager  
**SUBJECT:** Fiscal year 2025-26 Napa County Groundwater Sustainability Agency Budget

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 Recommended Budget for the Napa County Groundwater Sustainability Agency Budget a total appropriation of \$3,428,683. (Fiscal Impact: \$2 million General Fund expense and \$787,555 Net Use of Fund Balance; Napa County Groundwater Sustainability Agency; Discretionary)

### **BACKGROUND**

On December 17, 2019, the Napa County Board of Supervisors approved Resolution 2019-152, establishing the Napa County Groundwater Sustainability Agency (NCGSA). In accordance with the Sustainable Groundwater Management Act of 2014 (SGMA), the NCGSA is charged with sustainable management of groundwater in the Napa Valley Subbasin. The Napa Valley Subbasin has been designated by the California Department of Water Resources (DWR) as a high-priority groundwater basin, requiring the development and implementation of a Groundwater Sustainability Plan (GSP), which was submitted to DWR on January 31, 2022 and approved on January 26, 2023. The Recommended Budget includes General Fund support of \$2,000,000 to continue the implementation of SGMA through FY 2025-26.

#### Procedural Requirements:

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Where is it budgeted?	Fund 2720, Division 27200
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	Yes. Napa County is required by State law to implement the Sustainable Groundwater Management Act (SGMA).
Consequences if not approved:	The County would be out of compliance with State law.

**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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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-761

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**TO:** Board of Supervisors  
**FROM:** Jennifer Palmer, Director of Housing and Community Services  
**REPORT BY:** Alex Carrasco, Project Manager  
**SUBJECT:** Public Hearing on Napa County Housing Authority Budget for Fiscal Year 2025  
-26

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for the Napa County Housing Authority Budget for total appropriations of \$2,634,112. (Fiscal Impact: \$45,000 Net Revenue; Napa County Housing Authority; Discretionary)

### **BACKGROUND**

The Napa County Housing Authority (NCHA) budget is comprised of two divisions for the purpose of operation the Farmworker Centers (Centers) in Napa County. Division 50600 - Administration reflects the general operations of the NCHA. Included are the appropriations for County support to direct and oversee the total operations and an annual audit. Divisions 50605 - Farmworker Centers reflects the daily operations of the three Centers (Calistoga, River Ranch, and Mondavi) as well as capital improvements. Included are appropriations for the proposed contract with California Human Development (CHDC) to provide onsite services, client meals, and utilities associated with the three Centers, and a share of general administration costs.

#### Procedural Requirements:

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing

5. Continue item to Tuesday, June 24, 2025 consent calendar.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	Yes
Future fiscal impact:	None
Consequences if not approved:	Housing Authority would not have the authority to continue operations of the Farmworker Centers.

**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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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-762

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**TO:** Board of Supervisors  
**FROM:** Jennifer Yasumoto - Director of Health & Human Services  
**REPORT BY:** Tara Blakley - Aging & Disability Program Manager  
**SUBJECT:** FY 2025-2026 In-Home Support Services Budget Hearing

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the Fiscal Year 2025-26 recommended budget for In-Home Supportive Services for a total appropriation of \$1,623,292 (Fiscal Impact: \$72,849 General Fund Expense, \$72,849 Net Use of In-Home Support Services Public Authority Fund Balance; Budgeted; Discretionary)

### **BACKGROUND**

Today's public hearing provides interested persons the opportunity to comment on the recommended Fiscal Year 2025-2026 budget for the In-Home Supportive Services Public Authority of Napa County.

Procedural Requirements:

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No

Is it Mandatory or Discretionary?

Discretionary

Is the general fund affected?

Yes

Future fiscal impact:

The hearing concerns the recommended budget for FY 2025-26

Consequences if not approved:

The IHSS Public Authority will not be able to meet regulatory mandates.

**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

1195 THIRD STREET  
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NAPA, CA 94559  
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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-718

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke - District Engineer  
**REPORT BY:** Annamaria Martinez - Assistant Engineer  
**SUBJECT:** Fiscal Year 2025-26 Lake Berryessa Resort Improvement District Budget

### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony on the automatic annual four percent (4%) increase to the T-1 Special Tax for the Lake Berryessa Resort Improvement District Budget, the Fiscal Year 2025-26 Recommended Budget for a total appropriation of \$1,622,079, and to accept the District Engineer's report. (Fiscal Impact: \$373,361 Net Use of Fund Balance; Lake Berryessa Resort Improvement District; Discretionary)

### **BACKGROUND**

Lake Berryessa Resort Improvement District (LBRID) was established by the Resort Improvement Act in the 1960's. Revenues to support the District are generated as follows:

#### **Ordinance T-1**

In January, 1998, the residents of this District voted to replace a water/sewer availability charge of \$240 per parcel per year with a special tax for water and sewer of \$412 per year. The tax is applied to each parcel within the District having water/sewer infrastructure available to it. The special tax is collected by the County Treasurer along with the property tax on each parcel. Revenues generated by these charges are appropriated through the annual budget of the District and fund the maintenance and upgrade of existing water and sewer system facilities.

On August 30, 2005, the residents of the District approved Measure 'B' that increased the special tax to \$570 per year and modified the annual adjustment to be a fixed rate of 4%. The Ordinance allows for a fixed annual adjustment of 4%. The special tax was \$1,191 in Fiscal Year 2024-25. Adjusting for the fixed rate increase, the new tax rate for Fiscal Year 2025-26 will be \$1,238.

### **Budgets**

The recommended budget for Fiscal Year 2025-26 for the Lake Berryessa Resort Improvement District budgets is submitted as follows:



**Division 52200 - LBRID Operating Budget**

The requested appropriation for Division 52200 is \$1,391,980. The recommended budget provides revenue collected through water and sewer user rates (57%), a special tax (38%), a small portion of ad valorem property taxes (4%), miscellaneous revenue (1%), and use of available fund balance (6%) to offset the estimated appropriations.

The proposed budget includes appropriations necessary to continue operation and maintenance of the water and wastewater systems in compliance with permits issued by the California Division of Drinking Water and the Central Valley Regional Water Quality Control Board.

Estimated appropriations include the following:

1. Sewer Collection, Treatment, and Disposal System expenses;
2. Water Treatment and Distribution System expenses;
3. Districtwide administrative and related expenses including billing, engineering services, etc.;
4. Maintenance projects including general grounds and facility management;
5. Small equipment and minor infrastructure replacement/additions; and
6. Contingency for unexpected costs associated with operating water and wastewater facilities.

District staff presented a five-year financial outlook to the Board on October 8, 2019 and recommended that the District retain a consultant to perform a Cost of Service/Rate Study for the District as such a study had not been performed for the District before. After completing the RFP process, Robert D. Niehaus, Inc. (RDN) was retained and began their study of District finances in February 2020. The study concluded in July 2020. Using data provided by the District and the Napa County Auditor-Controller's Office, RDN created a five-year financial projection and concluded that the current water and sewer rates - which were last increased in 2013 - in addition to the T-1 Special Tax that is increased by 4% annually, were sufficient to cover the Operating Budget through the study period.

In Fiscal Year 2025-26 staff revisited the rate/budget models that were provided to the District as part of the Study and found that the District's finances are still supported by user rates and the annual 4% increase applied to the T-1 Special Tax through an updated projection period ending Fiscal Year 2027-2028. New evaluations will continue to be conducted annually to determine when a new Cost of Service/Rate Study may be needed.

**Division 52205 - LBRID Capital Improvement Projects**

Recommended appropriations is \$6,565,466.

The District has seven (7) currently active capital projects that will remain "in progress" and will roll over in Fiscal Year 2025-26 as appropriate:

1. 19007 - Groundwater Mitigation Project - estimated rollover \$1,594,099
2. 22009 - Sustainable Water Supply Project - estimated rollover \$2,011,958
3. 22013 - Water Treatment Plant Upgrades - estimated rollover \$80,227
4. 22014 - Lift Station A Sewer Tank Replacement Project - estimated rollover \$143,654  
New funding of \$1,400,000, for a total FY 2025-26 appropriation of \$1,543,654
5. 22015 - Water Plant Generator Replacement - estimated rollover \$14,516
6. 22016 - SCADA System Upgrades Project - estimated rollover \$6,447
7. 23005 - Tank No 3 Replacement and Distribution System Improvements Project - estimated rollover

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\$1,314,565

**Project 19007:** Includes installation of a sub-terrain drain pipe around the District's wastewater treatment and storage ponds to mitigate the inflow of natural groundwater into the ponds, reducing the risk of overflow/discharge of wastewater to the environment. The project also includes replacement of aged transfer piping between the ponds, and raising berm heights on multiple ponds to maintain adequate freeboard as required by the District's Waste Discharge Requirements issued by the Central Valley Regional Board. Project design is 90% complete and a 100% funding award from the Clean Water State Revolving Fund Program is in the final review phase by the State Division of Financial Assistance. Staff will return to the Board upon receipt of a funding agreement from the State to update the budget for future construction activities.

**Project 22009:** Project is funded by the California Office of Emergency Services Hazard Mitigation Grant Program. Project elements include a hydrogeologic study of Putah Creek near the existing intake location to determine whether an alternate Putah Creek water supply exists closer to Lake Berryessa that will provide a sustainable source of supply through exceptional drought cycles. Should an alternative water supply be located, the grant will also be used for construction costs associated with developing the identified source.

**Projects 22013, 22014, and 22016:** The Board of Supervisors approved \$1.35 M in American Rescue Plan Act Funds to be used at LBRID for the noted projects above and described below.

Staff is currently soliciting proposals for Project 22013 and anticipates retaining multiple vendors to perform the grounds and building renovations over the next fiscal year.

**Project 22014** was advertised for construction bids in Fiscal Year 2023-24; however, Contractor bids exceeded the available budget. After receiving a funding supplement for this project from Department of Water Resources through the State Budget Act of 2022, the project was re-designed with a smaller concrete tank plus sewer force main replacement to improve pumping efficiency and presently advertised for Contractor bids. Construction will occur throughout Fiscal Year 2025-26.

The Supervisory Control and Data Acquisition (SCADA) System Upgrades Project was awarded in May 2023 with the goal of replacing the outdated and obsolete existing SCADA system used on-site to monitor operation of the water and sewer systems with an updated system that will provide enhanced controls and connectivity to the plant for both on-site and remote operations. Integration of the new SCADA system is near deployment; however, additional start-up and testing services will remain in effect throughout Fiscal Year 2025-26.

**Project 23005:** This project includes the replacement of the remaining original redwood water storage tank with a new bolted steel tank of similar capacity. Construction is underway and expected to be substantially complete prior to the start of Fiscal Year 2025-26; however, due to funding requirements, the administration portion of the project will continue for several months into the new fiscal year.

#### **Division 52210 - LBRID Debt Service**

Total appropriations requested are \$230,099.

In early FY 2007-08, the District successfully issued \$4,755,841 in Limited Obligation Improvement Bonds. The appropriations requested are to pay the debt service and expected regular administration fees currently scheduled for FY 2025-26. Additionally, FY 2025-2026 will be the eighteenth year of assessment collections made from District residents to repay the debt service for the bond.

**T-1 SPECIAL TAX APPROPRIATIONS LIMIT**

California Constitution Article XIII B, section 4 (Proposition 4) places a limit on the appropriations of both state and local government agencies. The appropriations limit is tied to the amount of taxes collected. Thus, at the present time an entity may not expend more than the proceeds of taxes in the base year of Proposition 4 (1979) as adjusted for cost of living and population factors. This amount is commonly referred to as the Base Appropriation Limit. A local agency's appropriation limit may be adjusted to a level that exceeds the Base Appropriation Limit by a vote of the electors of the local government agency. Such a vote is valid for only four years.

The District held such an election on March 5, 2024, and requested the Appropriations Limit for the term 2025 - 2028 be set at \$510,000. The measure to increase the Appropriations Limit was successful; no further action is required until Fiscal Year 2027-2028 when the Appropriations Limit for the term 2027 - 2030 will likely need to be adjusted once again.

**Procedural Requirements:**

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	None. The budget is for Fiscal Year 2025-26 only.
Consequences if not approved:	Without the budget adoption, the District will not have the appropriate spending authority needed for fiscal year 2025-26.

**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.

# *Lake Berryessa Resort Improvement District*

## *Engineer's Report for Special Tax T-1 for FY 2025-2026*

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-181-001	53600	\$619.00	\$619.00	\$1,238.00
016-181-002	53600	\$619.00	\$619.00	\$1,238.00
016-181-003	53600	\$619.00	\$619.00	\$1,238.00
016-181-004	53600	\$619.00	\$619.00	\$1,238.00
016-181-005	53600	\$619.00	\$619.00	\$1,238.00
016-181-006	53600	\$619.00	\$619.00	\$1,238.00
016-181-007	53600	\$619.00	\$619.00	\$1,238.00
016-181-008	53600	\$619.00	\$619.00	\$1,238.00
016-181-009	53600	\$619.00	\$619.00	\$1,238.00
016-181-010	53600	\$619.00	\$619.00	\$1,238.00
016-181-011	53600	\$619.00	\$619.00	\$1,238.00
016-182-001	53600	\$619.00	\$619.00	\$1,238.00
016-182-002	53600	\$619.00	\$619.00	\$1,238.00
016-182-003	53600	\$619.00	\$619.00	\$1,238.00
016-182-004	53600	\$619.00	\$619.00	\$1,238.00
016-182-005	53600	\$619.00	\$619.00	\$1,238.00
016-182-008	53600	\$619.00	\$619.00	\$1,238.00
016-182-009	53600	\$619.00	\$619.00	\$1,238.00
016-182-010	53600	\$619.00	\$619.00	\$1,238.00
016-182-011	53600	\$619.00	\$619.00	\$1,238.00
016-182-012	53600	\$619.00	\$619.00	\$1,238.00
016-182-013	53600	\$619.00	\$619.00	\$1,238.00
016-182-014	53600	\$619.00	\$619.00	\$1,238.00
016-182-015	53600	\$619.00	\$619.00	\$1,238.00
016-191-001	53600	\$619.00	\$619.00	\$1,238.00
016-191-002	53600	\$619.00	\$619.00	\$1,238.00
016-191-003	53600	\$619.00	\$619.00	\$1,238.00
016-191-004	53600	\$619.00	\$619.00	\$1,238.00
016-192-001	53600	\$619.00	\$619.00	\$1,238.00
016-192-002	53600	\$619.00	\$619.00	\$1,238.00
016-192-003	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-192-004	53600	\$619.00	\$619.00	\$1,238.00
016-193-001	53600	\$619.00	\$619.00	\$1,238.00
016-193-002	53600	\$619.00	\$619.00	\$1,238.00
016-193-003	53600	\$619.00	\$619.00	\$1,238.00
016-193-004	53600	\$619.00	\$619.00	\$1,238.00
016-193-005	53600	\$619.00	\$619.00	\$1,238.00
016-193-009	53600	\$619.00	\$619.00	\$1,238.00
016-193-010	53600	\$619.00	\$619.00	\$1,238.00
016-193-011	53600	\$619.00	\$619.00	\$1,238.00
016-193-012	53600	\$619.00	\$619.00	\$1,238.00
016-193-013	53600	\$619.00	\$619.00	\$1,238.00
016-193-014	53600	\$619.00	\$619.00	\$1,238.00
016-193-015	53600	\$619.00	\$619.00	\$1,238.00
016-193-017	53600	\$619.00	\$619.00	\$1,238.00
016-194-001	53600	\$619.00	\$619.00	\$1,238.00
016-194-002	53600	\$619.00	\$619.00	\$1,238.00
016-194-003	53600	\$619.00	\$619.00	\$1,238.00
016-194-004	53600	\$619.00	\$619.00	\$1,238.00
016-194-005	53600	\$619.00	\$619.00	\$1,238.00
016-194-006	53600	\$619.00	\$619.00	\$1,238.00
016-194-007	53600	\$619.00	\$619.00	\$1,238.00
016-194-011	53600	\$619.00	\$619.00	\$1,238.00
016-194-012	53600	\$619.00	\$619.00	\$1,238.00
016-194-014	53600	\$619.00	\$619.00	\$1,238.00
016-201-001	53600	\$619.00	\$619.00	\$1,238.00
016-201-002	53600	\$619.00	\$619.00	\$1,238.00
016-201-003	53600	\$619.00	\$619.00	\$1,238.00
016-201-004	53600	\$619.00	\$619.00	\$1,238.00
016-201-005	53600	\$619.00	\$619.00	\$1,238.00
016-201-006	53600	\$619.00	\$619.00	\$1,238.00
016-201-007	53600	\$619.00	\$619.00	\$1,238.00
016-201-010	53600	\$619.00	\$619.00	\$1,238.00
016-202-001	53600	\$619.00	\$619.00	\$1,238.00
016-202-002	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-202-003	53600	\$619.00	\$619.00	\$1,238.00
016-203-001	53600	\$619.00	\$619.00	\$1,238.00
016-203-002	53600	\$619.00	\$619.00	\$1,238.00
016-203-003	53600	\$619.00	\$619.00	\$1,238.00
016-203-004	53600	\$619.00	\$619.00	\$1,238.00
016-203-005	53600	\$619.00	\$619.00	\$1,238.00
016-203-006	53600	\$619.00	\$619.00	\$1,238.00
016-203-007	53600	\$619.00	\$619.00	\$1,238.00
016-203-008	53600	\$619.00	\$619.00	\$1,238.00
016-203-009	53600	\$619.00	\$619.00	\$1,238.00
016-203-010	53600	\$619.00	\$619.00	\$1,238.00
016-203-011	53600	\$619.00	\$619.00	\$1,238.00
016-203-012	53600	\$619.00	\$619.00	\$1,238.00
016-203-013	53600	\$619.00	\$619.00	\$1,238.00
016-203-014	53600	\$619.00	\$619.00	\$1,238.00
016-203-015	53600	\$619.00	\$619.00	\$1,238.00
016-203-016	53600	\$619.00	\$619.00	\$1,238.00
016-203-017	53600	\$619.00	\$619.00	\$1,238.00
016-203-018	53600	\$619.00	\$619.00	\$1,238.00
016-203-019	53600	\$619.00	\$619.00	\$1,238.00
016-203-020	53600	\$619.00	\$619.00	\$1,238.00
016-203-021	53600	\$619.00	\$619.00	\$1,238.00
016-203-022	53600	\$619.00	\$619.00	\$1,238.00
016-203-023	53600	\$619.00	\$619.00	\$1,238.00
016-203-024	53600	\$619.00	\$619.00	\$1,238.00
016-203-025	53600	\$619.00	\$619.00	\$1,238.00
016-203-026	53600	\$619.00	\$619.00	\$1,238.00
016-203-027	53600	\$619.00	\$619.00	\$1,238.00
016-203-028	53600	\$619.00	\$619.00	\$1,238.00
016-204-001	53600	\$619.00	\$619.00	\$1,238.00
016-204-002	53600	\$619.00	\$619.00	\$1,238.00
016-204-003	53600	\$619.00	\$619.00	\$1,238.00
016-204-004	53600	\$619.00	\$619.00	\$1,238.00
016-204-005	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-211-001	53600	\$619.00	\$619.00	\$1,238.00
016-211-002	53600	\$619.00	\$619.00	\$1,238.00
016-211-003	53600	\$619.00	\$619.00	\$1,238.00
016-212-001	53600	\$619.00	\$619.00	\$1,238.00
016-212-002	53600	\$619.00	\$619.00	\$1,238.00
016-212-003	53600	\$619.00	\$619.00	\$1,238.00
016-212-004	53600	\$619.00	\$619.00	\$1,238.00
016-212-005	53600	\$619.00	\$619.00	\$1,238.00
016-212-006	53600	\$619.00	\$619.00	\$1,238.00
016-212-009	53600	\$619.00	\$619.00	\$1,238.00
016-212-010	53600	\$619.00	\$619.00	\$1,238.00
016-212-011	53600	\$619.00	\$619.00	\$1,238.00
016-212-012	53600	\$619.00	\$619.00	\$1,238.00
016-212-013	53600	\$619.00	\$619.00	\$1,238.00
016-212-014	53600	\$619.00	\$619.00	\$1,238.00
016-212-015	53600	\$619.00	\$619.00	\$1,238.00
016-212-018	53600	\$619.00	\$619.00	\$1,238.00
016-212-019	53600	\$619.00	\$619.00	\$1,238.00
016-212-020	53600	\$619.00	\$619.00	\$1,238.00
016-212-021	53600	\$619.00	\$619.00	\$1,238.00
016-212-022	53600	\$619.00	\$619.00	\$1,238.00
016-212-023	53600	\$619.00	\$619.00	\$1,238.00
016-212-024	53600	\$619.00	\$619.00	\$1,238.00
016-212-026	53600	\$619.00	\$619.00	\$1,238.00
016-212-027	53600	\$619.00	\$619.00	\$1,238.00
016-213-003	53600	\$619.00	\$619.00	\$1,238.00
016-213-004	53600	\$619.00	\$619.00	\$1,238.00
016-213-005	53600	\$619.00	\$619.00	\$1,238.00
016-213-006	53600	\$619.00	\$619.00	\$1,238.00
016-213-007	53600	\$619.00	\$619.00	\$1,238.00
016-213-008	53600	\$619.00	\$619.00	\$1,238.00
016-213-009	53600	\$619.00	\$619.00	\$1,238.00
016-213-010	53600	\$619.00	\$619.00	\$1,238.00
016-213-011	53600	\$619.00	\$619.00	\$1,238.00



<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-213-012	53600	\$619.00	\$619.00	\$1,238.00
016-213-013	53600	\$619.00	\$619.00	\$1,238.00
016-213-014	53600	\$619.00	\$619.00	\$1,238.00
016-221-002	53600	\$619.00	\$619.00	\$1,238.00
016-221-003	53600	\$619.00	\$619.00	\$1,238.00
016-221-004	53600	\$619.00	\$619.00	\$1,238.00
016-221-005	53600	\$619.00	\$619.00	\$1,238.00
016-222-001	53600	\$619.00	\$619.00	\$1,238.00
016-222-002	53600	\$619.00	\$619.00	\$1,238.00
016-222-003	53600	\$619.00	\$619.00	\$1,238.00
016-222-004	53600	\$619.00	\$619.00	\$1,238.00
016-222-005	53600	\$619.00	\$619.00	\$1,238.00
016-222-006	53600	\$619.00	\$619.00	\$1,238.00
016-222-007	53600	\$619.00	\$619.00	\$1,238.00
016-222-008	53600	\$619.00	\$619.00	\$1,238.00
016-222-009	53600	\$619.00	\$619.00	\$1,238.00
016-222-010	53600	\$619.00	\$619.00	\$1,238.00
016-222-011	53600	\$619.00	\$619.00	\$1,238.00
016-222-012	53600	\$619.00	\$619.00	\$1,238.00
016-222-013	53600	\$619.00	\$619.00	\$1,238.00
016-222-014	53600	\$619.00	\$619.00	\$1,238.00
016-222-015	53600	\$619.00	\$619.00	\$1,238.00
016-222-016	53600	\$619.00	\$619.00	\$1,238.00
016-222-017	53600	\$619.00	\$619.00	\$1,238.00
016-222-018	53600	\$619.00	\$619.00	\$1,238.00
016-223-001	53600	\$619.00	\$619.00	\$1,238.00
016-223-002	53600	\$619.00	\$619.00	\$1,238.00
016-223-003	53600	\$619.00	\$619.00	\$1,238.00
016-223-004	53600	\$619.00	\$619.00	\$1,238.00
016-223-005	53600	\$619.00	\$619.00	\$1,238.00
016-231-001	53600	\$619.00	\$619.00	\$1,238.00
016-231-003	53600	\$619.00	\$619.00	\$1,238.00
016-231-004	53600	\$619.00	\$619.00	\$1,238.00
016-231-005	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-231-008	53600	\$619.00	\$619.00	\$1,238.00
016-231-009	53600	\$619.00	\$619.00	\$1,238.00
016-231-010	53600	\$619.00	\$619.00	\$1,238.00
016-232-001	53600	\$619.00	\$619.00	\$1,238.00
016-232-002	53600	\$619.00	\$619.00	\$1,238.00
016-232-003	53600	\$619.00	\$619.00	\$1,238.00
016-233-001	53600	\$619.00	\$619.00	\$1,238.00
016-233-002	53600	\$619.00	\$619.00	\$1,238.00
016-233-003	53600	\$619.00	\$619.00	\$1,238.00
016-233-004	53600	\$619.00	\$619.00	\$1,238.00
016-233-005	53600	\$619.00	\$619.00	\$1,238.00
016-233-006	53600	\$619.00	\$619.00	\$1,238.00
016-233-007	53600	\$619.00	\$619.00	\$1,238.00
016-233-008	53600	\$619.00	\$619.00	\$1,238.00
016-234-001	53600	\$619.00	\$619.00	\$1,238.00
016-234-002	53600	\$619.00	\$619.00	\$1,238.00
016-234-003	53600	\$619.00	\$619.00	\$1,238.00
016-234-004	53600	\$619.00	\$619.00	\$1,238.00
016-234-005	53600	\$619.00	\$619.00	\$1,238.00
016-234-006	53600	\$619.00	\$619.00	\$1,238.00
016-234-007	53600	\$619.00	\$619.00	\$1,238.00
016-234-008	53600	\$619.00	\$619.00	\$1,238.00
016-234-009	53600	\$619.00	\$619.00	\$1,238.00
016-234-010	53600	\$619.00	\$619.00	\$1,238.00
016-241-001	53600	\$619.00	\$619.00	\$1,238.00
016-241-002	53600	\$619.00	\$619.00	\$1,238.00
016-241-003	53600	\$619.00	\$619.00	\$1,238.00
016-241-004	53600	\$619.00	\$619.00	\$1,238.00
016-241-005	53600	\$619.00	\$619.00	\$1,238.00
016-241-006	53600	\$619.00	\$619.00	\$1,238.00
016-241-007	53600	\$619.00	\$619.00	\$1,238.00
016-241-008	53600	\$619.00	\$619.00	\$1,238.00
016-242-001	53600	\$619.00	\$619.00	\$1,238.00
016-242-002	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-242-003	53600	\$619.00	\$619.00	\$1,238.00
016-242-004	53600	\$619.00	\$619.00	\$1,238.00
016-242-005	53600	\$619.00	\$619.00	\$1,238.00
016-242-006	53600	\$619.00	\$619.00	\$1,238.00
016-243-001	53600	\$619.00	\$619.00	\$1,238.00
016-243-002	53600	\$619.00	\$619.00	\$1,238.00
016-243-003	53600	\$619.00	\$619.00	\$1,238.00
016-243-004	53600	\$619.00	\$619.00	\$1,238.00
016-243-005	53600	\$619.00	\$619.00	\$1,238.00
016-243-006	53600	\$619.00	\$619.00	\$1,238.00
016-243-007	53600	\$619.00	\$619.00	\$1,238.00
016-243-008	53600	\$619.00	\$619.00	\$1,238.00
016-243-009	53600	\$619.00	\$619.00	\$1,238.00
016-243-010	53600	\$619.00	\$619.00	\$1,238.00
016-243-011	53600	\$619.00	\$619.00	\$1,238.00
016-243-012	53600	\$619.00	\$619.00	\$1,238.00
016-243-013	53600	\$619.00	\$619.00	\$1,238.00
016-243-014	53600	\$619.00	\$619.00	\$1,238.00
016-243-015	53600	\$619.00	\$619.00	\$1,238.00
016-243-016	53600	\$619.00	\$619.00	\$1,238.00
016-243-017	53600	\$619.00	\$619.00	\$1,238.00
016-243-018	53600	\$619.00	\$619.00	\$1,238.00
016-243-019	53600	\$619.00	\$619.00	\$1,238.00
016-244-001	53600	\$619.00	\$619.00	\$1,238.00
016-244-002	53600	\$619.00	\$619.00	\$1,238.00
016-244-003	53600	\$619.00	\$619.00	\$1,238.00
016-244-004	53600	\$619.00	\$619.00	\$1,238.00
016-244-005	53600	\$619.00	\$619.00	\$1,238.00
016-245-001	53600	\$619.00	\$619.00	\$1,238.00
016-245-002	53600	\$619.00	\$619.00	\$1,238.00
016-245-003	53600	\$619.00	\$619.00	\$1,238.00
016-245-004	53600	\$619.00	\$619.00	\$1,238.00
016-245-005	53600	\$619.00	\$619.00	\$1,238.00
016-251-001	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-251-002	53600	\$619.00	\$619.00	\$1,238.00
016-251-003	53600	\$619.00	\$619.00	\$1,238.00
016-251-004	53600	\$619.00	\$619.00	\$1,238.00
016-251-005	53600	\$619.00	\$619.00	\$1,238.00
016-252-001	53600	\$619.00	\$619.00	\$1,238.00
016-252-002	53600	\$619.00	\$619.00	\$1,238.00
016-252-003	53600	\$619.00	\$619.00	\$1,238.00
016-252-006	53600	\$619.00	\$619.00	\$1,238.00
016-252-007	53600	\$619.00	\$619.00	\$1,238.00
016-252-008	53600	\$619.00	\$619.00	\$1,238.00
016-252-009	53600	\$619.00	\$619.00	\$1,238.00
016-252-010	53600	\$619.00	\$619.00	\$1,238.00
016-252-011	53600	\$619.00	\$619.00	\$1,238.00
016-252-012	53600	\$619.00	\$619.00	\$1,238.00
016-252-013	53600	\$619.00	\$619.00	\$1,238.00
016-252-014	53600	\$619.00	\$619.00	\$1,238.00
016-252-015	53600	\$619.00	\$619.00	\$1,238.00
016-252-016	53600	\$619.00	\$619.00	\$1,238.00
016-253-001	53600	\$619.00	\$619.00	\$1,238.00
016-253-002	53600	\$619.00	\$619.00	\$1,238.00
016-253-003	53600	\$619.00	\$619.00	\$1,238.00
016-253-004	53600	\$619.00	\$619.00	\$1,238.00
016-253-005	53600	\$619.00	\$619.00	\$1,238.00
016-253-006	53600	\$619.00	\$619.00	\$1,238.00
016-253-007	53600	\$619.00	\$619.00	\$1,238.00
016-253-008	53600	\$619.00	\$619.00	\$1,238.00
016-253-009	53600	\$619.00	\$619.00	\$1,238.00
016-253-010	53600	\$619.00	\$619.00	\$1,238.00
016-253-011	53600	\$619.00	\$619.00	\$1,238.00
016-253-012	53600	\$619.00	\$619.00	\$1,238.00
016-254-001	53600	\$619.00	\$619.00	\$1,238.00
016-254-002	53600	\$619.00	\$619.00	\$1,238.00
016-254-003	53600	\$619.00	\$619.00	\$1,238.00
016-254-004	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-254-005	53600	\$619.00	\$619.00	\$1,238.00
016-254-006	53600	\$619.00	\$619.00	\$1,238.00
016-254-007	53600	\$619.00	\$619.00	\$1,238.00
016-254-010	53600	\$619.00	\$619.00	\$1,238.00
016-254-011	53600	\$619.00	\$619.00	\$1,238.00
016-254-012	53600	\$619.00	\$619.00	\$1,238.00
016-254-013	53600	\$619.00	\$619.00	\$1,238.00
016-254-014	53600	\$619.00	\$619.00	\$1,238.00
016-254-017	53600	\$619.00	\$619.00	\$1,238.00
016-254-018	53600	\$619.00	\$619.00	\$1,238.00
016-254-019	53600	\$619.00	\$619.00	\$1,238.00
016-254-022	53600	\$619.00	\$619.00	\$1,238.00
016-254-023	53600	\$619.00	\$619.00	\$1,238.00
016-254-024	53600	\$619.00	\$619.00	\$1,238.00
016-254-025	53600	\$619.00	\$619.00	\$1,238.00
016-254-026	53600	\$619.00	\$619.00	\$1,238.00
016-254-027	53600	\$619.00	\$619.00	\$1,238.00
016-254-028	53600	\$619.00	\$619.00	\$1,238.00
016-254-029	53600	\$619.00	\$619.00	\$1,238.00
016-261-001	53600	\$619.00	\$619.00	\$1,238.00
016-261-002	53600	\$619.00	\$619.00	\$1,238.00
016-261-003	53600	\$619.00	\$619.00	\$1,238.00
016-261-004	53600	\$619.00	\$619.00	\$1,238.00
016-261-005	53600	\$619.00	\$619.00	\$1,238.00
016-261-006	53600	\$619.00	\$619.00	\$1,238.00
016-262-002	53600	\$619.00	\$619.00	\$1,238.00
016-262-003	53600	\$619.00	\$619.00	\$1,238.00
016-262-004	53600	\$619.00	\$619.00	\$1,238.00
016-262-005	53600	\$619.00	\$619.00	\$1,238.00
016-262-006	53600	\$619.00	\$619.00	\$1,238.00
016-262-007	53600	\$619.00	\$619.00	\$1,238.00
016-262-008	53600	\$619.00	\$619.00	\$1,238.00
016-262-009	53600	\$619.00	\$619.00	\$1,238.00
016-262-012	53600	\$619.00	\$619.00	\$1,238.00

<i>PARCEL</i>	<i>TAX NO</i>	<i>1st INSTALL</i>	<i>2nd INSTALL</i>	<i>TOTAL</i>
016-262-013	53600	\$619.00	\$619.00	\$1,238.00
016-262-014	53600	\$619.00	\$619.00	\$1,238.00
016-262-015	53600	\$619.00	\$619.00	\$1,238.00
016-262-017	53600	\$619.00	\$619.00	\$1,238.00
016-262-018	53600	\$619.00	\$619.00	\$1,238.00
016-262-019	53600	\$619.00	\$619.00	\$1,238.00
016-262-020	53600	\$619.00	\$619.00	\$1,238.00
016-263-001	53600	\$619.00	\$619.00	\$1,238.00
016-263-002	53600	\$619.00	\$619.00	\$1,238.00
016-263-003	53600	\$619.00	\$619.00	\$1,238.00
016-263-004	53600	\$619.00	\$619.00	\$1,238.00
016-263-005	53600	\$619.00	\$619.00	\$1,238.00
016-263-006	53600	\$619.00	\$619.00	\$1,238.00
016-263-007	53600	\$619.00	\$619.00	\$1,238.00
016-263-008	53600	\$619.00	\$619.00	\$1,238.00
016-263-009	53600	\$619.00	\$619.00	\$1,238.00
016-263-010	53600	\$619.00	\$619.00	\$1,238.00
016-263-011	53600	\$619.00	\$619.00	\$1,238.00
016-263-012	53600	\$619.00	\$619.00	\$1,238.00
016-264-001	53600	\$619.00	\$619.00	\$1,238.00
016-264-002	53600	\$619.00	\$619.00	\$1,238.00
016-264-003	53600	\$619.00	\$619.00	\$1,238.00
016-264-004	53600	\$619.00	\$619.00	\$1,238.00
016-265-001	53600	\$619.00	\$619.00	\$1,238.00
016-265-002	53600	\$619.00	\$619.00	\$1,238.00
016-265-003	53600	\$619.00	\$619.00	\$1,238.00
016-265-004	53600	\$619.00	\$619.00	\$1,238.00
016-265-009	53600	\$619.00	\$619.00	\$1,238.00
016-265-010	53600	\$619.00	\$619.00	\$1,238.00
016-265-011	53600	\$619.00	\$619.00	\$1,238.00
016-265-012	53600	\$619.00	\$619.00	\$1,238.00
016-265-013	53600	\$619.00	\$619.00	\$1,238.00
<i>Totals</i>		\$207,365.00	\$207,365.00	\$414,730.00



# Napa County

## Board Agenda Letter

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

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Board of Supervisors

Agenda Date: 6/17/2025

File ID #: 25-755

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**TO:** Board of Trustees

**FROM:** Steven Lederer, Director of Public Works

**REPORT BY:** Kat Chambers, Staff Services Analyst II

**SUBJECT:** Public Hearing for the recommended budgets for Monticello Public Cemetery District and Endowment Fund for Fiscal Year 2025-26

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### **RECOMMENDATION**

Conduct a Public Hearing for the Monticello Public Cemetery District Budget to consider testimony on the Fiscal Year 2025-26 recommended budget for total appropriations of \$133,484 for cemetery operations, and \$58,000 for the endowment fund. (Fiscal Impact: \$32,407 Net Use of Fund Balance and \$55,400 Net Use of Endowment; Monticello Public Cemetery District; Discretionary)

### **BACKGROUND**

Napa County Public Works administers MPCD operations, including sales of burial rights, burials, landscaping, general maintenance, and administrative services. The proposed budget includes appropriations necessary to continue operation and maintenance of the cemetery in compliance with a combination of state laws, regulations, and Board of Trustees ordinances; including the California Health and Safety Code, California Cemetery and Funeral Bureau, and the California Code of Regulations.

The fiscal year 2025-26 recommended budget for MPCD cemetery operations (Subdivision 2860000) includes estimated revenue of \$101,077 collected from property taxes, interest earnings, sales of burial rights, and intrafund transfers-in from the endowment fund. The estimated appropriations of \$133,484 include costs for County Counsel legal services, native plant restoration, completion of tree planting, landscape maintenance, rental of portable restroom, utility water expense, general operations, and administrative services.

The fiscal year 2025-26 recommended budget for the endowment fund (Subdivision 2861000) includes estimated revenue of \$2,600 collected from interest earnings and burial plot sales. The estimated appropriations of \$58,000 is derived from a single intrafund transfer-out to help fund cemetery operations.

The Monticello Public Cemetery was impacted by past wildfires. In response, the MPCD Advisory Committee approved several landscaping projects to rehabilitate the cemetery, including irrigation repairs, grass seeding, native plant restoration, and tree planting. These improvements began in fiscal year 2024-25 and are scheduled



for completion in fiscal year 2025-26. With the landscaping and infrastructure improvements bringing the cemetery up to standard, future fiscal years will see a significant decrease to operational expenditures beginning in fiscal year 2026-27, as only routine maintenance will be required going forward.

Requested Actions:

1. Open Public Hearing.
2. Staff reports.
3. Public comment.
4. Close Public Hearing.
5. Continue item to Tuesday, June 24, 2025 consent calendar.

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Fund 2860
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget must be established to expend funds to cover the obligations of the Monticello Public Cemetery District.
Is the general fund affected?	No
Future fiscal impact:	Establishes the budget authority for Fiscal Year 2025-26 only.
Consequences if not approved:	Without budget adoption, MPCD will not have spending authority in Fiscal Year 2025-26 and would default on their obligations.

**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

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

Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-717

**TO:** Members of the Governing Board  
**FROM:** Christopher Silke - District Engineer  
**REPORT BY:** Annamaria Martinez - Assistant Engineer  
**SUBJECT:** Napa Berryessa Resort Improvement District Fiscal Year 2025-26 Budget Hearings

### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony for the Napa Berryessa Resort Improvement District Budget on the Fiscal Year 2025-26 Recommended Budget for a total appropriation of \$3,074,081. (Fiscal Impact: \$684,957 Net Use of Fund Balance, Napa Berryessa Resort Improvement District Budget; Discretionary)

### **BACKGROUND**

The Fiscal Year (FY) 2025-26 Recommended Budget for the Napa Berryessa Resort Improvement District budgets are submitted as follows:

#### **Division 52400 NBRID Operating Budget**

The requested appropriation for Division 52400 is \$2,555,975. The recommended budget provides revenue collected through water and sewer user rates (40%), an availability charge (10%), a small portion of ad valorem property taxes (4%), miscellaneous revenue (1%), and use of available fund balance to offset the estimated appropriations (45%).

The proposed budget includes appropriations necessary to continue operation and maintenance of the water and wastewater systems in compliance with permits issued by the California Division of Drinking Water and the Central Valley Regional Water Quality Control Board.

Estimated appropriations include the following:

1. Sewer Collection, Treatment, and Disposal System expenses;
2. Water Treatment and Distribution System expenses;
3. District-wide administrative and related expenses including billing, engineering services, etc.;
4. Minor infrastructure maintenance projects as needed;
5. Minor equipment replacement/additions as needed;
6. Contingency for unexpected costs associated with operating water and wastewater facilities;

7. Payment of interest on outstanding loans from Napa County (~\$115,000), and
8. Annual payment of \$112,033 (\$58,966 sewer, \$53,067 water) into short-lived asset reserve accounts as required by the USDA loans that were used for the replacement of the water and wastewater treatment plants and the expansion of the treated wastewater storage ponds during 2012-2014.

**Division 52405 NBRID Capital Improvement Projects**

Total appropriations requested is \$0.

NBRID has four (4) currently active capital projects that will remain "in progress" and will roll over in Fiscal Year 2025-26 as needed:

**Project 21071** - USDA Depreciation Reserve Wastewater Projects - estimated rollover \$57,990

**Project 21072** - USDA Depreciation Reserve Water Projects - estimated rollover \$37,372

**Project 22017** - Wastewater Pond No. 2 Berm Repair Project - estimated \$7,505

**Project 25046** - Water and Wastewater SCADA Replacement Project - Appropriations totaling \$250,000 were established for the Project on June 3, 2025. Estimated rollover unknown at time of publication of agenda.

NBRID has two (2) short-lived asset reserve accounts required by USDA loans, annual payment of \$112,033 are paid to the two accounts as follows:

**Project 16022** - USDA Bond-Wastewater Dpr Rsv - \$58,966

**Project 16023** - USDA Bond-Water Dpr Rsv - \$53,067

**Division 52410 NBRID Debt Service**

Total appropriations requested are \$518,107

In FY 2012-13, NBRID successfully issued \$10,883,600 in Limited Obligation Improvement Bonds, comprised of \$7,959,728 in Series A Bonds (Wastewater System Improvements) and \$2,923,728 in Series B Bonds (Water System Improvements). The appropriations requested are to pay the debt service and expected regular administration fees currently scheduled for FY 2025-26. Additionally, FY 2025-26 will be the thirteenth year of assessment collections made from NBRID residents to repay the debt service for the bond.

**Procedural Requirements:**

1. Open Public Hearing
2. Staff Reports
3. Public Comment
4. Close Public Hearing
5. Continue item to Tuesday, June 24, 2025 consent calendar

**FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	No
Is it Mandatory or Discretionary?	Discretionary
Is the general fund affected?	No
Future fiscal impact:	The budget is for FY 2025-26 only.

Consequences if not approved:

Without the budget adoption, NBRID will not have the appropriate spending authority needed for FY 2025-26.

### **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

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

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Board of Supervisors

**Agenda Date:** 6/17/2025

**File ID #:** 25-742

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**TO:** Board of Directors  
**FROM:** Steven Lederer, Director of Public Works  
**REPORT BY:** Kat Chambers, Staff Services Analyst II  
**SUBJECT:** Public Hearing for the recommended budget and special tax for Fiscal Year 2025  
-26 for the Silverado Community Services District

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### **RECOMMENDATION**

Conduct a Public Hearing to consider testimony for the Silverado Community Services District on the Fiscal Year 2025-26 recommended budget for a total appropriation of \$231,530. (Fiscal Impact: \$3,334 Net Use of Fund Balance; Silverado Community Services District; Discretionary)

### **BACKGROUND**

The recommended budget and assessment for Fiscal Year 2025-26 for the Silverado Community Services District (SCSD) is \$231,530. The SCSD's assessment engineering contractor, NBS, using the Consumer Price Index, calculated a 2.69% increase over the prior fiscal year's maximum assessment. The maximum special tax will result in revenue totaling \$225,146.

Total appropriations of \$231,530 include costs for landscaping maintenance, street light repairs, utilities of water and electricity, street sweeping, County Counsel legal services, and administrative services.

Total revenues of \$228,196 are expected from collection of special taxes and interest earnings. The variance of \$3,334 in appropriations will be pulled from the available fund balance in order to complete landscape upgrades, walking path repairs, and cover increased legal costs.

On February 7, 2025, the SCSD Advisory Committee unanimously approved to endorse the maximum assessment allowable and approved the recommended budget for the Fiscal Year 2025-26.

#### Requested Actions:

1. Open Public Hearing.
2. Staff reports.
3. Public comment.
4. Close Public Hearing.

5. Continue item to Tuesday, June 24, 2025, consent calendar.

### **FISCAL & STRATEGIC PLAN IMPACT**

Is there a Fiscal Impact?	Yes
Is it currently budgeted?	Yes
Where is it budgeted?	Subdivision 2850000
Is it Mandatory or Discretionary?	Discretionary
Discretionary Justification:	A budget must be established to expend funds to cover the obligations of the Silverado Community Services District. Voters approved Ordinance T-1 (SCSD) in 1997 that established the methodology for adopting a special tax to fund the services provided by the District, including street sweeping, street lighting, landscape, walking path maintenance, and administrative costs.
Is the general fund affected?	No
Future fiscal impact:	None, this impacts Fiscal Year 2025-26 only.
Consequences if not approved:	Without budget adoption, SCSD will not have spending authority in Fiscal Year 2025-26 and would default on their obligations.

### **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.