

RESOLUTION R2016-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NAPA, STATE OF CALIFORNIA, APPROVING A DESIGN REVIEW PERMIT AND LOT LINE ADJUSTMENT FOR VISTA TULOCAY APARTMENTS AND DETERMINING THAT THAT THE ADDENDUM TO THE GASSER MASTER PLAN ENVIRONMENTAL IMPACT REPORT PREPARED FOR THE PROJECT COMPLIES WITH APPLICABLE CEQA REQUIREMENTS AND IS ADEQUATE AND APPROPRIATE TO SUPPORT THE COUNCIL'S APPROVAL OF THE PROJECT (APNS 046-190-062, 063, 064 & 005-020-013 & 018)

WHEREAS, an application (13-0139) for a Design Review Permit for the apartment building design / layout, and a Lot Line Adjustment was submitted on October 31, 2013;

WHEREAS, the Planning Commission of the City of Napa, State of California, held a noticed public hearing on July 21, 2016 and has recommended approval of the subject application; and

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

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

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

Section 2. In accordance with the requirements of Guidelines Sections 15164 and 15168 of the California Environmental Quality Act (CEQA), the City Council has considered the Tulocay Vista Apartments Project Addendum ("Addendum") to the Final Environmental Impact Report for the Gasser Master Plan, adopted December 12, 2006. The Final Environmental Impact Report for the Gasser Master Plan EIR was certified by the City Council on November 21, 2006. The Gasser Master Plan EIR and the Addendum are on file in the Office of the City Clerk, and are incorporated herein by reference. The Addendum analyzed the site-specific impacts of the proposed Vista Tulocay Apartments project. The Addendum confirms that while certain changes and clarifications to the scope of the Gasser Master Plan EIR are warranted, the Vista Tulocay Apartments project is within the scope of the development program described and evaluated in the Gasser Master Plan EIR and none of the conditions described under CEQA Guidelines Section 15162 are present, and accordingly, no subsequent or supplemental EIR is

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required. After due consideration, the City Council hereby determines that the Addendum concludes that the Vista Tulocay Apartments Project will not result in any new or significant environmental effects or a substantial increase in the severity of previously identified significant effects and complies with the applicable CEQA requirements and is adequate and appropriate to support the approval of the Vista Tulocay Apartments project by the Commission and the City Council. The City Council hereby incorporates by reference the Statement of Overriding Considerations adopted in the certification of the Gasser Master Plan as Exhibit “?” to Attachment 1 to City of Napa Resolution R2006 193.

Section 3. The City Council hereby approves the Design Review Permit and makes the following findings in support of the approval:

- A. *The project design is in accord with the General Plan and any applicable Specific Plan design policies.*

The residential portion of the property has a General Plan designation of MU, Mixed Use (MU-532), which provides for a functionally integrated mix of retail commercial, office, possible light manufacturing, and higher density residential uses that are typically attached. Residential densities shall range from 20 to 40 units per acre which would allow between 251 to 502 units on this 12.56 acre site. The proposed 282 units are consistent with the density range of MU-532 designation. Higher density residential uses (over 15 du/acre) are generally located nearest to thoroughfares, transit corridors and community-serving commercial and public/quasi-public uses. Higher density residential are promoted and encouraged adjacent to employment and neighborhood-serving commercial uses to ensure the efficient use of land, public facilities and services.

The proposed development is consistent with the goals and policies of the General Plan in that it provides additional housing opportunities for the City. Housing Element Policy H1.1 encourages the efficient use of land. Housing Element Policy H1.4 encourages approval of well-designed projects in the mid- to high-range of the General Plan density. This project is consistent with the above policies, as the proposed development of 282 units on the 12.56 acre site provides for an efficient use of land/site that is consistent with the General Plan. There are no applicable specific plan design policies.

- B. *The project design is consistent with applicable Design Review guidelines adopted by the City Council.*

The proposed site layout and architecture are consistent with the goals, policies, and recommendations outlined within the Residential Design Guidelines which encourage multi-family developments to be designed to be respectful of the scale and rhythm of Napa's traditional neighborhoods. A mix of coherent forms, details, and materials are proposed to create a contemporary development of homes that complement the neighborhood. Parking is located on the periphery of the site, and the buildings are oriented to frame central courtyards for residents. Landscaping includes a mixture of plantings and hardscape that defines public, semi-private, and private spaces and

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creates opportunities for social interaction. The hierarchy of fenestration treatment, detailing, and exterior wall materials provide visual interest and reduce the overall perceived bulk and height. The proposed elevations include three-dimensional elements that break up the wall surfaces.

- C. The Design Review Permit is in accord with provisions of this Title and will not be detrimental or injurious to property or improvements in the vicinity of the development site, or to the public health, safety, or general welfare.*

Residential multi-family developments may be established with Design Review approval. With Design Review approval, the proposed project will be in compliance with the provisions of the Zoning Ordinance. The project has been appropriately conditioned to ensure compliance with General Plan policies and property development standards and will not result in adverse impacts to adjacent properties or to the general health, safety, and welfare of the community.

Section 4. The City Council hereby approves the Lot Line Adjustment and makes the following findings in support of the approval:

- A. The boundary adjustment does not create a greater number of lots than originally existed.*

The Lot Line Adjustment involves a total of two parcels and therefore does not create a greater number of lots in conformance with the standard.

- B. The resulting lots meet the minimum requirements of the Building and Zoning Ordinance.*

The reconfigured lots created by the Lot Line Adjustment maintain all the minimum standards of the Building Code and the minimum standards of the Zoning Ordinance.

Section 5. The City Council hereby makes the following findings pursuant to Napa Municipal Code section 17.68.140(B)(1) and approves minor amendments to Conditions of Approval COA 24, COA 25, COA 27, COA 28, COA 31, COA 33, COA 35 and 46 of the "Gasser Master Plan Implementation Section Conditions of Approval" as set forth in City Council Resolution # R2006 213, adopted by the City Council on December 12, 2006" and as previously amended by City Council Resolution #R2011 66 adopted by City Council on May 3, 2011, and R2012-164 adopted by the City Council December 18, 2012.

- 1. No substantially new uses will be added, density substantially increased or building or structure substantially enlarged;*

The proposed changes to the conditions of approval are associated with the timing of the implementation of the condition and do not provide for any increase in density or building size and will not introduce any new uses within the Gasser Master Plan area.

2. *The changes are consistent with the intent and spirit of the original approval;*

The changes to the conditions of approval are consistent with the intent and spirit of the original approval, as the performance standard of the specific condition of approval remains valid, with the proposed change focused on the timing of when the condition must be implemented.

3. *There are no resulting violations of this code or state law;*

The proposed changes to the conditions of approval are limited to the timing of the implementation and will not result in any violations of the Municipal Code or state law.

4. *There will be no new significant adverse environmental effects.*

The minor modifications to the conditions of approval will not present any new significant environmental effects or result in a substantial increase in the severity of any previously identified impacts, there will be no substantial changes with respect to the circumstances under which the approvals will be implemented, and there is no new information of substantial importance not known at the time of the Gasser Master Plan Final EIR adoption that will result in one or more impacts that were not discussed in the Final EIR.

The amended conditions shall read as follows,”

Gasser Drive Extension (Mitigation Measure TRA-29)

COA 24. The Developer shall design and construct the Gasser Drive Bridge and Extension over Tulocay Creek.

The Gasser Drive Bridge and Extension shall be designed to accommodate a single southbound travel lane, a single northbound travel lane, a 5 foot wide southbound bicycle lane, a 5 foot wide northbound bicycle lane, and a sidewalk on the east side of the street.

The Gasser Drive Bridge and Extension improvements shall include a dedicated right turn pocket for southbound Soscol Avenue at Gasser Drive, as well as, the signalization of the Gasser Drive/Kansas Avenue intersection. The intersection geometry at this new signalized intersection shall be as follows:

- a.) Northbound Gasser Drive: (1) through lane and (1) right-turn lane
- b.) Southbound Gasser Drive: (1) shared through/left-turn lane
- c.) Westbound Kansas Avenue: (1) left-turn lane and (1) right-turn lane

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This condition may require an irrevocable offer of dedication of property by the Developer to the City. The Developer previously dedicated an 84' Right-of-Way for the Gasser Drive Extension to the City. The final Right-of-Way width shall be sufficient to accommodate the roadway configuration identified in Paragraph 2 above, as well as, the Right-of-Way for a future sidewalk on the west side of the street (not to be constructed at this time) and any bioretention areas required for stormwater quality. Excess Right-of-Way of the previously dedicated 84' outside of the final Right-of-Way width required shall be abandoned, with initial proceedings to begin within 60 days of the completion of the construction of the Gasser Drive Bridge and Extension.

The Developer shall be responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first.

The City shall provide a credit against all remaining Street Improvement Fees (SIF) that would be due on any building permits issued on and after April 1, 2016 from the remaining undeveloped properties within the Gasser Master Plan.

Silverado Trail(SR-121)/Soscol Avenue(SR-121)/Gasser Drive intersection Realignment (Mitigation Measure TRA-14)

COA 25. The Developer shall make a Fair Share Contribution to the cost to construct a second westbound left-turn lane at the intersection of Silverado Trail and Soscol Avenue. The total cost of the improvement shall include the cost to finalize design, acquire property rights necessary to build the project, and construct the improvements). Said Contribution shall be based upon the percent contribution of the Gasser North Master Plan full development traffic to year 2020 weekday PM peak hour volumes at the intersection. The Traffic Impact Report findings demonstrate that the Gasser North Master Plan contributes 16.19% to year 2020 PM Peak Hour volumes at the intersection.

The Developer shall pay the "Fair Share Contribution" calculated pursuant to the methodology identified in paragraph 1, prior to the issuance of the first building permit or the filing of the first final map, whichever comes first. Alternatively, the developer may have the payment of the "Fair-Share Contribution" included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map in the North Area, whichever comes first.

Soscol Avenue intersection with Project Driveway (Mitigation Measure TRA-7)

COA 27. The Developer shall design and construct a new traffic signal at the new Project Driveway and Soscol Avenue intersection. The new intersection geometry shall be as follows:

- a) Northbound Soscol Avenue: (2) through lanes and (1) left-turn lane
- b) Southbound Soscol Avenue: (2) through lanes and (1) right-turn lane
- c) Project Driveway: (1) westbound receiving lane, (2) eastbound left-turn lanes and (1) eastbound right-turn lane

This condition will require an irrevocable offer of dedication of property by the Developer to the City.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the “North” area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the “North” area or filing of the final map, whichever comes first. This signal and additional lanes are not included in the Street Improvement Fee program.

Soscol Avenue intersection with Sousa Lane/ Oil Company Road (Mitigation Measure TRA-7)

COA 28. The developer shall design and construct a reconfiguration of the Oil Company Road/Sousa Lane/Soscol Avenue intersection so that both the eastbound and westbound stop-controlled approaches of Oil Company Road/Sousa Lane to Soscol Avenue both include a single right-turn lane and a single receiving lane. As part of this reconfiguration, the developer shall design and construct a raised median along Soscol Avenue that prohibits left turn and through movements from Oil Company Road and Sousa Lane, but that allows for northbound and southbound left turn movements from Soscol Avenue.

This condition may require the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer’s cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements

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required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the “North” area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the “North” area, whichever comes first. This reconfiguration and additional lanes are not included in the Street Improvement Fee program.

Soscol Avenue/SR-121 Intersection with Kansas Avenue (Mitigation Measure TRA-18)

COA 31. The Developer shall design and construct the following intersection improvements:

- Re-striping of eastbound Kansas Avenue at Soscol Avenue to install a double left turn lane, a single through and a single right-turn lane at the existing signals.
- Relocation of the existing signal and installation of a single westbound left turn lane, a single through lane and a single right turn lane at the existing signals.
- Addition of an overlap phase for the westbound, eastbound and southbound right-turn movements and provide protected phasing for the southbound left-turn movement.

These improvement plans will require Caltrans approval and a Caltrans encroachment permit.

The above improvements may require additional right-of-way along Kansas Avenue. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer’s cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary

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right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit or filing of the first final map for the “North” area, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the “North” area, whichever comes first.

Soscol Avenue/SR-121 Intersection with Imola Avenue/SR-121 (Mitigation Measure TRA-5/20)

COA 33. The Developer shall design and construct the following intersection improvements:

- Installation on eastbound Imola Avenue of a double left turn lane, a single through lane, a right turn lane and a single receiving lane.
- Installation on westbound Imola Avenue of a single left turn lane, a single through lane and a right turn lane at the existing signals.
- Provide protected phasing for the eastbound and westbound left-turn movements, as well as right-turn overlap phasing in the westbound approach.

The improvement plans must be approved by the City of Napa and Caltrans.

This condition may require the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer’s cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to

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acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the cost and the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or the filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the "North" area, whichever comes first.

Soscol Avenue/SR-121 from Silverado Trail to Magnolia Drive (Northbound and Southbound) (Mitigation Measure TRA-2/11)

COA 35. The Developer shall prepare both interim and ultimate improvement plans for the widening of Soscol Avenue to six through lanes between Magnolia Drive and Silverado Trail. Interim improvement plans shall include medians and additional through lanes within existing right-of-way, as well as, intersection improvements identified in COA 25, COA 31, and COA 33. Ultimate improvement plans shall include all additional through lanes and required right-of-way. The widened Soscol bridge over Tulocay Creek will be designed and constructed by Caltrans, but the ultimate improvement plans shall be consistent with a widened Soscol bridge over Tulocay Creek.

The Developer shall have prepared a right-of-way exhibit defining the Caltrans, City or otherwise public right-of-way for Soscol Avenue(SR 121) from the north curb return of the intersection of Soscol Avenue and the existing Silverado Trail to the southern curb return of the intersection of Soscol Avenue with Magnolia Drive. This exhibit shall include existing and future right-of-way as well as plat and legal descriptions for each property to be acquired. This exhibit must be submitted prior to certificate of occupancy for the first project in the "North" area.

The improvement plans must be approved by the City of Napa and Caltrans.

The Developer shall be responsible for the cost to design both the interim and ultimate plans and the cost to construct and install the interim improvements only prior to the issuance of the first building permit for the "North" area or the filing of the first final map, whichever comes first. The Developer's obligation to construct interim improvements is subject to receipt of all regulatory agency approvals and including without limitations Caltrans approval. Alternatively, the Developer may have these improvements included

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in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the “North” area or filing of the final map, whichever comes first.

Section 6. The City Council approval of the Design Review Permit and Lot line Adjustment is subject to the following conditions:

Community Development Department – Planning Division

1. All project conditions of approval shall be printed verbatim on one of the first three pages of all the working drawing sets used for issuance of Building Permits (architectural, structural, electrical, mechanical and plumbing) and shall be referenced in the sheet index. The minimum font size utilized for printed text shall be 12 point.

2. All mechanical and utility equipment, including transformers and backflow devices, shall be screened and/or integrated in to a building structure. Screens shall not be used where they would disproportionately increase the mass of the building or introduce elements that are inconsistent with the high level of design quality reviewed as part of this approval. Because transformers and backflow prevention devices are regularly maintained and tested, screening is required to meet certain criteria for the accessibility and visibility, as specified in this handout. Landscaping and screening of devices must be installed, prior to issuance of a Certificate of Occupancy on the project.

3. The plans submitted for Building Permit for the future buildings within the development shall include building elevations that provide the same level of architectural detail found on the front elevation for all elevations. The exterior treatment of each building elevation shall be consistent in form and materials, and provide an overall coherent design for the entire building.

4. The plans submitted for Building Permit shall include final landscape plans for the proposed development that shall be reviewed and approved by the Parks and Recreation Department prior to issuance of a Building Permit. All Landscaping shall be installed in compliance with approved landscape plans prior to the issuance of a Certificate of Occupancy.

5. The plans submitted for building permit shall include the fences, walls, trash enclosures and carport details shown on the images for the development and included within the staff report. These features shall be designed in the same architectural style and include the same details and quality materials.

6. All roof mounted mechanical equipment shall not be permitted to protrude above the plane level of the roof unless otherwise screened from public view. Any devices used to screen such equipment shall appear as an integrated part of the architectural design, and as such, be constructed of complementary materials and

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finished in a complementary texture and color scheme to the overall architectural design.

7. No banner signs or other temporary signs shall be installed without prior approval of a sign permit as required by code.

8. Consistent with the City's Sign Ordinance, no portable (e.g. A-frame, portable, rotating, flashing, animated, moving or having the appearance of moving, inflatable) signs are permitted.

9. Prior to the issuance of occupancy for the affected dwelling unit, the developer shall install a directory sign indicating the location and house number of individual units which do not front on the street.

10. The landscaping within the parking lot areas shall be designed to provide a shade tree for each 5 parking spaces. These trees may be located within tree wells.

Fire Department

11. In accordance with the Standard Mitigation Measures and conditions of approval set forth in the City of Napa Policy Resolution 27, and the Standard Fees and Charges (Policy Resolution 16), the developer shall pay the Fire and Paramedic Impact Fee prior to the issuance of any building permits.

12. Fire Department plan review shall be based on the information submitted at the time of permit application.

13. All projects shall provide adequate fire flow and hydrants in accordance with Appendix B and C of the California Fire Code..

14. An approved water supply capable of supplying the required fire flow for fire protection systems shall be provided to all premises upon which facilities or buildings are hereby constructed or moved into or within the City. Required fire flow and hydrant distribution shall be in accordance with Appendix B and C of the California Fire Code.

15. Automatic fire sprinkler systems shall be installed in accordance with provisions set forth in the California Fire Code as amended by the City of Napa and the applicable National Fire Protection Association Standard.

16. In new construction, fire protection equipment should be located within an interior room having an exterior access door or in an exterior enclosure attached to the building, specifically for the purpose of housing such equipment.

17. Plans and calculations for all fire protection systems and features shall be submitted and approved prior to the issuance of a building permit.

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18. Properties having common ownership shall provide the Fire Department with a notarized copy of the recorded conditions, covenants, and restrictions agreement stating that all components of fire protection system(s), including hydrants, will be maintained by a maintenance district, owner's association, or similar legally responsible entity.

19. Fire Department connections shall be located not more than 100 feet from the nearest fire hydrant connected to an approved water supply.

20. Underground utility contractor, architect and fire sprinkler contractor shall coordinate location of risers and control valves prior to the issuance of a building permit.

21. Plans for building fire alarm system or water sprinkler monitoring system (as required) shall be submitted and approved prior to the issuance of a building permit.

22. Fire apparatus access roads shall have an unobstructed minimum width of 20 feet (curb to curb) and a minimum unobstructed vertical clearance of 13' 6". They shall have an all-weather paved surface capable of supporting a GVW of 72,000 lbs

23. Access roads shall be completed with all-weather surfaces prior to the stockpiling of combustible materials or beginning combustible construction.

24. When required by the chief, fire apparatus access roads shall be designated as Fire Lanes and appropriate signs and/or markings installed in accordance with the California Vehicle Code and approved City standards.

25. New buildings and additions to existing buildings shall conform to requirements set forth in the currently adopted editions of the California Building Code, California Fire Code, adopted City Standards and nationally recognized standards.

26. Buildings undergoing construction shall maintain fire safety at all times. Construction practices shall be in accordance Chapter 14 of the California Fire Code. Hot work shall be performed in accordance with Chapter 26 of the California Fire Code.
Police Department

27. Anti-climb vertical fencing should be installed on the perimeter of the property, especially on the west side, along the Wine Train, to limit access to non-residents from the west that may use the Wine Train tracks. The fencing will also serve to protect children from the train tracks and potential train movement.

28. Fencing around the pool area should be constructed of anti-climb vertical fencing. Fencing should be clear of vegetation and/or objects that would prevent clear viewing of the pool area by residents and emergency personnel.

29. Consider resting style benches with anti-laying arm rests incorporated into design, in those areas where outdoor benches may be utilized.

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30. On-street lighting shall provide adequate visibility by residents, law enforcement, and passersby during nighttime hours. Lighting should be white light full cutoff design, constructed of damage resistant material. Lighting should be positioned in a manner that does not create dark shadow areas.

31. Adequate lighting shall be installed in all carport parking areas. Lighting should provide adequate visibility by residents, law enforcement and passersby during nighttime hours. Lighting shall be positioned in a manner that does not create dark shadow areas.

32. A site map shall be provided at the entrance to allow for expedited emergency response. Site map should be visible from the drive path and adequately lit for nighttime viewing.

Housing Division

33. In accordance with the Napa Municipal Code Section 15.94.030, the developer shall pay the applicable Affordable Housing Impact fee at the rate in effect at the time of issuance of a Building Permit.

Public Works Department

34. Applicant shall submit Improvement Plans prepared by a registered Civil Engineer (Engineer of Record) in substantial conformance with the referenced site plan. All improvements shall be designed in accordance with the City's Standard Specifications and Standard Plans, and the City's "Post-Construction Storm Water Pollution Prevention Design Standards".

35. The Applicant shall construct all of the improvements to be dedicated to and/or maintained by the City of Napa (i.e. "Public Improvements") as generally shown on the site plan and more specifically described below:

a. Construct the North/South Access Road, Main Entry Road, Oil Company Road and Soscol Avenue (North of Silverado Trail) in substantial conformance to the referenced site plan exhibit. These road improvements shall include removal and relocation of existing improvements, curbs, sidewalks, planter strips, medians, stormwater treatment and related landscaping, drainage, street lighting, traffic signals and safety related signing, striping , undergrounding of existing overhead distribution facilities and installation of water mains, sanitary sewers and other utilities as deemed necessary to facilitate development of fronting properties. **(GMP COA#38)**

b. Comply with the Gasser Master Plan Conditions of Approval for the North Area. If the Tulocay Vista Apartment project is the first to develop in the North area, it will initiate the design and construction of the street improvements described in Gasser Master Plan Conditions of Approval 24, 27, 28, 29, 30, 31, 33, 35 & 38. Said

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improvements shall include curbs, sidewalks, planter strips, medians, stormwater treatment and related landscaping, drainage, street lighting and safety related signing and striping improvements. Improvements encroaching or affecting Caltrans right of way will require approval and encroachment permits from Caltrans. Master Plan related improvements include:

(1) The Gasser Drive Bridge and Extension (Kansas to Soscol) (**GMP COA#24**). These improvements shall include:

- (i) A single travel lane and 5-foot bicycle lane in each direction.
- (ii) A pedestrian sidewalk along the east side of the street.
- (iii) A dedicated right turn pocket for southbound Soscol Avenue at Gasser Drive.
- (iv) Installation of water mains, sanitary sewers and other utilities as deemed necessary to facilitate development of fronting properties.
- (v) Signalization of the Gasser Drive/Kansas Avenue intersection.

The intersection geometry at this new signalized intersection shall be as follows:

- a. Northbound Gasser Drive: (1) through lane and (1) right-turn lane
- b. Southbound Gasser Drive: (1) shared through/left-turn lane
- c. Westbound Kansas Avenue: (1) left-turn lane and (1) right-turn lane

(2) Soscol Avenue @ Project Driveway (Main Entry Road) (**GMP COA#27**). Construct a new traffic signal at the intersection. The new intersection geometry shall be as follows:

- (i) Northbound Soscol Avenue: (2) through lanes and (1) left-turn lane
- (ii) Southbound Soscol Avenue: (2) through lanes and (1) right-turn lane
- (iii) Project Entrance: (1) westbound receiving lane, (2) eastbound left-turn lanes and (1) eastbound right-turn lane

(3) Soscol Avenue @ Oil Company Road/Sousa Lane (**GMP COA#28**) - Reconfigure the intersection so that both the eastbound and westbound stop-controlled approaches of Oil Company Road/Sousa Lane to Soscol Avenue include a single right-turn lane and a single receiving lane. As part of this reconfiguration, the developer shall design and construct a raised median along Soscol Avenue that prohibits left turn and through movements from Oil Company Road and

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Sousa Lane, but that allows for northbound and southbound left turn movements from Soscol Avenue.

(4) Soscol Avenue @ Kansas Avenue (**GMP COA#31**)- Construct the following improvements at the intersection:

(i) Re-striping of eastbound Kansas Avenue at Soscol Avenue to install a double left turn lane, a single through and a single right-turn lane at the existing signals.

(ii) Relocation of the existing signal and installation of a single westbound left turn lane, a single through lane and a single right turn lane at the existing signals.

(iii) Addition of an overlap phase for the westbound, eastbound and southbound right-turn movements and provide protected phasing for the southbound left-turn movement.

(5) Soscol Avenue @ Imola Avenue (**GMP COA#33**)- Construct the following improvements at the intersection:

(i) Installation on eastbound Imola Avenue of a double left turn lane, a single through lane, a right turn lane and a single receiving lane.

(ii) Installation on westbound Imola Avenue of a single left turn lane, a single through lane and a right turn lane at the existing signals.

(iii) Provide protected phasing for the eastbound and westbound left-turn movements, as well as right-turn overlap phasing in the westbound approach.

(6) Soscol Avenue: Magnolia Drive to Silverado Trail (**GMP COA#35**) – Construct interim improvements for the widening of Soscol Avenue to six through lanes between Magnolia Drive and Silverado Trail. Interim improvements shall include medians and additional through lanes within existing right-of-way, as well as intersection improvements identified above.

(7) Imola Avenue @ Jefferson Street (**GMP COA#29**) – Construct a right-turn lane on the southbound approach and the reconfigure this approach to provide a left-turn lane, a shared-through-left-turn lane, and a right-turn lane from Jefferson Street to Imola Avenue.

c. Overhead utilities along the project frontage and traversing the site shall be placed underground to the first poles lying offsite. This includes services and appurtenant poles to existing residences. The property owner may request a portion of requisite Street Improvement Fee be reduced to offset the cost of undergrounding utilities (i.e., a portion of the utility underground component of the street improvement fee, up to the cost of the associated improvements, may be waived).

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d. Water infrastructure improvements sufficient to meet City water quality, operational and fire flow standards as follows:

(1) Abandon unused water mains and/or services as directed by the City.

(2) Install twelve-inch water mains throughout the project along City-approved alignments with the exception of specific locations as directed by the City.

(3) Install a twelve-inch water main in Gasser Drive (south side of the Gasser Building – 433 Soscol Avenue) which shall be directly connected to the existing eight-inch water main in Soscol Avenue.

(4) Eliminate public water mains within the parking lanes (i.e. place water mains in lanes of travel).

(5) Eliminate dead-ends in any part of the public water system (i.e. all potable water pipelines shall be looped and connected to a grid).

(6) Install a sufficient number of hydrants on all public water facilities at City-approved locations.

(7) Install a sufficient number of water main valves at City-approved locations.

(8) Install a sufficient number of water quality monitoring/sampling stations at City-approved locations.

(9) Install appropriately-sized potable water services (fire, commercial, residential, irrigation, etc.) with approved backflow devices.

(10) Install all required corrosion protection measures on all public water facilities which at a minimum, shall consist of cathodic protection (CP) test stations, anodes, bond wiring, plastic sleeves, insulating flange gaskets, grounding components, et al. with electrical conductivity that is confirmed, tested and accepted by the City of Napa.

(11) Install the following sub-regional water system improvements identified in the Gasser Master Plan (**GMP COA#46**):

(i) Install a twelve-inch water main in Silverado Trail beginning at the end of the existing twelve-inch water main in Silverado Trail (476 Silverado Trail), thence northward to Sousa Lane (250 feet more or less), and terminating as a direct connection to the existing eight-inch main in Sousa Lane (at

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Silverado Trail) and twenty-four inch main in Sousa Lane and Silverado Trail, thereby converting existing portions of Hydraulic Zone 2 to Hydraulic Zone 3, and all affected services transferred appropriately.

(ii) Install an eight-inch water main in Soscol Avenue beginning at the blow-off on the end of the water main in Soscol Avenue in front of the Gasser Building (433 Soscol Avenue), proceeding northward to the twelve-inch main in Oil Company Road, with all affected services transferred from the unused water main to the newly installed eight-inch main.

36. The Applicant shall construct all improvements that will not be dedicated to and/or maintained by the City of Napa (i.e. the "Private Improvements") as generally shown on the site plan and more specifically described below:

a. Install a drive aisle and parking area pavement structural sections in accordance with site-specific geotechnical engineer recommendations or City minimum standards, whichever is greater.

b. The drive alignment must be capable of accommodating standard Napa Recycling and Waste Services collection vehicles in a single pass (no 3+ point turning movements). If necessary, portions of the curb of the proposed street shall be designated "No Parking" (red curb) to enable the collection vehicles clear access.

c. Install all new utilities required to serve the project underground.

d. All water service laterals (domestic, irrigation, and fire water) shall include an approved backflow prevention devices.

e. Install drainage facilities, including detention pipe(s), metering boxes, and other appurtenances to collect and convey all surface drainage to an approved outfall.

f. Install all on-site post-construction stormwater treatment facilities and in accordance with the post construction storm water management requirements established by the City dated June 20, 2006. On-site improvements were determined complete prior to adoption on new requirements.

g. Install all offsite post-construction stormwater treatment facilities consistent with the standards in the city's NPDES permit and in accordance with the post construction storm water management requirements established by the city, including but not limited to, the current version of the Bay Area Stormwater Management Agencies Association Post-Construction Manual or an updated version of that manual or other post-construction storm water management standards as adopted by Council resolution.

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(1) Proposed vegetated swales for off-site improvements will need to be redesigned according to the BASMAA Post-Construction Manual, latest edition.

37. Prior to approval of the Improvement Plans, the Applicant shall:

a. Submit the City's "Initial Submittal Checklist" and "Improvement Plan Checklist".

b. Pay initial cash deposit of \$7000 for City plan check services.

c. Contact the City of Napa Fire Department to confirm fire suppression requirements, fire service sizes and fire hydrant locations.

d. Provide the following:

(1) Public Street Repair Plan

(2) Utility Plan

(3) A soil corrosivity report which at a minimum shall include the following corrosivity tests: Chlorides (ASTM D4327), pH (ASTM D4972), resistivity at 100% saturation (ASTM G57), Sulfate (ASTM D4327), and REDOX Potential (ASTM D1498).

Note: corrosive soils may dictate the use of alternate materials and/or installation of additional corrosion protection measures on all public water infrastructure as approved by the Water Division.

(4) Storm Water Pollution Prevention Plan (SWPPP)

(i) Applicant shall provide Erosion and Sediment Control Plan (ESCP) and a schedule for implementation of approved measures to the Development Engineering Division for review and approval with the first improvement plans submitted for review. A grading permit shall not be issued until the erosion and sediment control plan is approved.

(ii) Construction Water Quality Measures –the property owner shall insure that the Developer and the contractor incorporate storm water quality Best Management Practices (BMP's) into the project construction process.

(iii) **Project > 1 acre of disturbance:** Provide an Erosion and Sediment Control Plan (ESCP) and/or a State Stormwater Pollution Prevention Plan (project disturbance >1 acre), as required per the States Construction General Permit. A copy of the Stormwater Pollution Prevention Plans (SWPPP) along with waste

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discharge identification number (WDID) will need to be provided to the Public Works – Stormwater Program prior to grading permits.

http://www.swrcb.ca.gov/water_issues/programs/stormwater/constpermits.shtml

PLEASE NOTE: Item above does not require a separate Erosion and Sediment Control Plan (ESCP). The ESCP is a part or element of these plans; however the SWPPP must address all elements of the required ESCP. See ESCP template at:

http://www.cityofnapa.org/images/publicworks/BUD/escp_reviewprocjun2014.pdf

(iv) The construction BMP's shall be shown on the project Erosion and Sediment Control Plan.

(v) The project property owner shall insure that the contractor manages all construction activities; and handles, stores and disposes of all hazardous and non-hazardous waste in a manner that eliminates or minimizes (to the maximum extent practicable) the discharge of pollutants (e.g. motor oil, fuels, paints/stains and solvents, asphalt products, concrete, herbicides and pesticides, etc.) to the storm drains, ground water, and/or waterways.

(vi) The project property owner shall insure that the contractor incorporates spill prevention and cleanup measures into the construction operation. All discarded materials shall be removed from the site and disposed of at an approved disposal facility.

(vii) The project property owner shall pay all cleanup, testing, disposal and City administrative costs associated with the discharge of pollutants into the storm drains and/or waterways as a result of the project construction activity.

(5) Post-Construction Storm Water Runoff Management Plan

(i) For all off-site improvements the Applicant shall incorporate post Development measures (BEST MANAGEMENT PRACTICES (BMP'S)) into the project design to mitigate project impacts to water quality. As ultimate maintenance responsibility for these BMP's will be divided amongst different entities, separate plans shall be prepared for the on-site BMP's and the off-site BMP's. On-site improvements were determined complete prior to adoption on new requirements. The manual and templates may be downloaded from the BASMAA website at:

<http://www.basmaa.org/BoardandCommittees/Phasell.aspx> under "Projects and Programs"

(ii) The post-construction BMP's shall be shown on the project improvement plans and in the required Storm Water Control Plan (SCP).

- (6) Geotechnical Report
- (7) Construction Traffic Control Plan.

e. Pothole or otherwise physically determine the actual horizontal location and vertical depth of all existing underground utilities throughout the proposed area of work. Provide the design of all new utility installations required to serve the project including a schedule for implementation of such work as to prevent disrupting of utility service to adjacent properties.

f. Provide acknowledgement by the District Engineer that the design of the sanitary sewer system design is approved by the Napa Sanitation District.

g. Provide acknowledgment by the Geotechnical Engineer of Record that the Plans incorporate all design and construction criteria specified in the Geotechnical Report.

h. Furnish proof of the acquisition of all rights of entry and/or temporary and permanent easements necessary to construct the project and the location of all such rights on the Plans.

i. Submit all required water connection fees.

38. Prior to commencing any activities on-site, the Applicant shall:

a. Pay of all current account balances.

b. Pay an initial inspection fee deposit for improvements subject to Public Works Department inspection.

c. Submit a copy of the Notice of Intent for coverage under the State Water Resources Control Board' General Construction Permit for Stormwater Discharges Associated with Construction and Land Disturbance Activities (Order 2009-0009-DWQ).

d. Conduct a pre-construction meeting with representatives of the City whereby the Applicant and their Contractor provides the following:

(1) (6) full-size bond copies of the approved Improvement Plans for the City's use.

(2) (1) job-site copy of the latest edition of the City of Napa Public Works Department Standard Specifications and Standard Plans for their use.

(3) (1) job-site copy of the approved SWPPP for their use.

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39. Prior to approval of a Building Permit, the Applicant shall:

a. Construct all of Public & Private Improvements to the satisfaction of the City Engineer. Alternatively, the Applicant may enter into an Improvement Agreement with the City to construct all of the Improvements within the timeframe's specified in such Improvement Agreement. Such an Agreement will require the Applicant to provide bonds, proof of workers compensation insurance, and general liability insurance in the forms and amounts as proof satisfactory in form to the City.

Note: all pipeline construction involving the use of directional drilling installation methods shall be constructed by City-approved directional drilling contractors.

b. Per City Ordinance O2010 18, file a Waste Reduction and Recycling Plan (WRRP) with the building permit application (which will be forwarded by Building Division staff to the C&DD Compliance Official/Materials Diversions staff). The WRRP form is provided by the City. No building permit shall be issued for any project until the Compliance Official has approved the WRRP.

c. Comply with the requirements of Napa Municipal Code Chapter 17.38 Floodplain Management. These include:

(1) The project site plan shall indicate the limits and Base Flood Elevation (BFE) of the Floodplain as delineated in the current FEMA FIS and FIRM prepared for the County of Napa. All elevations should be based on NAD88 datum and so noted on the site plan.

(2) All new construction or substantial improvement shall be flood proofed to a minimum of one foot above the BFE per FEMA Technical Bulletin 7-93 and shall be noted on the plans.

(3) If applicable, indicate on plans water resistant materials for all construction below BFE plus one foot per FEMA Technical Bulletin 2-93.

(4) If applicable, indicate on plans that electrical, heating, ventilation, plumbing, air conditioning equipment (including ductwork) and other services are located a minimum of one foot above BFE or flood proofed to one foot above the BFE.

(5) Provide a letter prepared by a Licensed Surveyor (or Civil Engineer authorized to perform surveying by the State) verifying the correct elevation of the lowest floor relative to the FEMA identified Base Flood Elevation. All referenced elevations shall be based on NAD88 datum and the current FEMA FIS and FIRM prepared for the County of Napa.

d. The Developer shall prepare both interim and ultimate improvement plans for the widening of Soscol Avenue to six through lanes between Magnolia Drive

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and Silverado Trail. Interim improvements shall include medians and additional through lanes within existing right-of-way, as well as, intersection improvements identified above. Ultimate shall include all additional through lanes and required right-of-way. The widened Soscol bridge over Tulocay Creek will be designed and constructed by Caltrans, but the ultimate improvement plans shall show conforms consistent with a widened Soscol bridge over Tulocay Creek. (GMP COA #35)

(1) The Developer shall have prepared a right-of-way exhibit defining the Caltrans, City or otherwise public right-of-way for Soscol Avenue (SR 121) from the north curb return of the intersection of Soscol Avenue and the existing Silverado Trail to the southern curb return of the intersection of Soscol Avenue with Magnolia Avenue.

e. Convey all easements and dedications, public and private, for the construction, use and/or maintenance of roads or other access, drainage facilities, utilities and post-construction storm water management facilities. (GMP COA #58)

This condition requires the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City, by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer's cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

f. Enter into a long term maintenance agreement with the City of Napa approved both as to form and substance by the City Attorney and City Engineer for long term maintenance and financing for median and parkway landscaping appurtenant to all of the public streets that are part of the project and required under these Conditions of Approval. (GMP COA #35)

g. Enter into long term maintenance agreements with the City of Napa approved both as to form and substance by the City Attorney and City Engineer for long term maintenance, financing and monitoring for the on-site and off-site post construction storm water best management practices that are incorporated as part of the project and as called out in the Approved Stormwater Control Plan.

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(1) The agreements shall include a detailed outline of responsible parties, inspections, maintenance procedures, monitoring documentation and annual reporting to the City Public Works Department, and procedures for administration and oversight.

(2) The agreements must provide for the perpetual maintenance and replacement of the improvement as well as appropriate provisions relating to enforcement options, the right of the City to access the property to perform work, the right of the City to recover its costs, indemnification and enforcement provisions, as well as any other provisions deemed necessary or convenient to accomplish the City's objectives. The City of Napa shall either be a signatory to the agreements or a third party beneficiary to the agreement with the right but not the obligation to enforce the obligation and secure attorney's fees for legal counsel to enforce such obligations.

(3) Updated information, including contact information, must be provided to the municipality whenever a property is sold and whenever designated individuals or contractors change.

(4) Appropriate easements or other arrangements satisfactory to the City Engineer and City Attorney necessary or convenient to ensure the feasibility of the scheme and fulfillment of maintenance responsibilities shall be secured and recorded prior to improvement plan approval.

(5) The owner of the real property shall provide a written document, deed, agreement or similar writing acceptable to the Director, obligating the project proponent, their successors in control of the project and successors in fee title to the underlying real property (or premises), to assume responsibility for the operation and maintenance of all installed treatment systems and hydromodification controls, if any, for the project.

(6) The owner or operator of any installed treatment system or hydromodification control shall provide the Director with information and physical access necessary to assess compliance with this chapter, with the city's NPDES permit, and with any writing establishing operation and maintenance responsibilities and shall pay the city an annual fee for inspection and maintenance services in accordance with the latest Master Fee Schedule adopted by the City Council. (O2014-15, 11/18/14).

h. Pay all account balances and current fees based on the rate in effect at the time of permit issuance. The fee amounts listed below are for informational purposes only as they are updated periodically. Unless otherwise specified herein or by other agreement with the City, these fees include, but may not be limited to the following:

(1) Street Improvement Fee (comprised of street and utility undergrounding components): (GMP COA #24)

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Land Use	Unit	Street Component Rate	Utility Underground Rate	Street Component Fee	Utility Underground Fee
Apartment	282	\$1,669	\$1,529	\$470,658	\$431,178

(2) Gasser Master Plan related “proportionate share” contributions:

(i) Silverado Trail/Soscol Avenue/Gasser Drive intersection realignment (GMP COA#25). -The cost to design and construct a second westbound left-turn lane at the intersection of Silverado Trail and Soscol Avenue.

(ii) The Gasser Master Plan’s total proportionate share is 16.19% of the total cost for this intersection improvement.

(iii) Third Street intersection with the Silverado Trail, Coombsville Road and East Avenue. (GMP COA#12) The cost to design and construct interim improvement of the Third Street intersection with the Silverado Trail, Coombsville Road and East Avenue as approved by Caltrans and City of Napa.

(iv) The Gasser Master Plan’s total proportionate share is 8.91% of the total cost for this intersection improvement. The North Gasser share is 3.83%.

(v) Soscol Avenue intersection with Lincoln Avenue (GMP COA#34) -The cost to design and construct a double left turn lane on the southbound approach of Soscol Avenue to Lincoln Avenue.

(vi) The Gasser Master Plan’s proportionate share is 5.47% of the total cost of this intersection improvement. The North Gasser share is 2.35%.

40. Prior to Occupancy of the first unit, the Applicant shall:

a. Submit an inspector’s punch list indicating that all of the “Public & Private Improvements” are constructed to the satisfaction of the City Engineer. An exception for completion of improvements prior to Occupancy will be allowed for those sub-projects dependent on acquisition of right of way from properties outside the Gasser Master Plan or approval from Caltrans or regulatory agencies, or as specified in an approved Improvement Agreement.

b. Restore all adjacent off-site road surfaces to pre-project conditions.

c. Submit a certification by the Geotechnical Engineer of Record that all the work has been completed in substantial conformance with the recommendations in Soils Investigation/Geotechnical Report.

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d. Provide an FEMA Elevation Certificate prepared by a Licensed Surveyor (or Civil Engineer authorized to perform surveying by the State) based on finished construction for buildings constructed in FEMA flood plains.

e. Submit a certification by the Engineer of Record that all work has been completed in substantial conformance with the approved Improvement Plans.

f. The Applicant shall complete the Final Stormwater Inspection Sign Off form as specified in the Stormwater Control Plan. A copy of the form may be requested from the Public Works Development Engineering Division – Stormwater Program.

g. Identify all on-site post-construction stormwater quality bmp's and along the project frontage with the appropriate street address (addresses to be provided by City) and GIS coordinates

h. Submit any remaining meter set and/or hot-tap fees to the Water Division at 1340 Clay Street, Napa, 94559.

i. Submit certification that all backflow devices have been installed and tested by an AWWA certified tester (a list of testers is provided by the City of Napa) to the City of Napa Water Division.

j. Ensure all cathodic protection measures are installed, tested, approved and accepted by a City-approved corrosion specialist to ensure electrical conductivity and to confirm all anodes meet the minimum electric potential requirements. All cathodic protection system(s) that fail inspection shall be removed, replaced and retested at the Applicant's expense.

Note: cathodic protection testing shall only occur after successful completion of the water main pressure tests. Prior to acceptance, the City of Napa shall review the corrosion specialist's inspection report prior to determine whether the system has passed. Prior to final paving, the Contractor must receive City confirmation that all cathodic protection systems have passed inspection.

k. Provide the Water Division with written documentation identifying building connections and points of service. The documentation shall include APN of the parcel, street addresses associated with the parcel and the new water service account numbers specific to the addresses and/or parcels being served.

l. Complete the water demand mitigation requirements of this project as specified by the City of Napa Water Division. The Applicant will be contacted by the City of Napa Water Division after obtaining a building permit specifying the requirements for the proposed project.

m. Provide a digital copy of the Improvement Plans that include all as-built or field changes, in digital AutoCAD format, compatible with the City's current version, and tied to the City's coordinate system.

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n. Within sixty (60) days of the final inspection, the applicant shall submit documentation, signed and certified under penalty of perjury, to the Compliance Official that the diversion requirement for the project per the approved WRRP has been met.

Napa Sanitation District

41. A plan showing the required sanitary sewer improvements shall be prepared by a registered civil engineer conforming to NSD standards, and shall be submitted to the District for approval.

42. The proposed public sanitary sewer main shall be installed a minimum of 8 feet from the face of curb and a minimum of 10 feet from the proposed water main.

43. Sanitary sewer facilities are required to have a minimum of 24" of cover at all points within the public right of way. The proposed sanitary sewer facilities shall be designed to meet this requirement.

44. The owner/developer shall enter into an improvement agreement with the District, and post the appropriate bonds covering the sanitary sewer work.

45. No plumbing from the outdoor pool/spa areas or water features shall be connected to the sanitary sewer system.

46. No floor drains are allowed in the common area buildings except in the restroom, locker room, and food service areas.

47. Discharge lines from the elevator sump pits shall not be connected to the sanitary sewer system

48. There is an existing 60 foot wide sanitary sewer easement running along the western property line of the subject parcel. There is also an existing 20 foot wide sanitary sewer easement along the eastern property line. No permanent structures (including retaining walls, sign foundations, fire hydrants, light poles, etc) will be allowed within this easement area. No new utilities will be allowed within the easement area that is parallel to existing District mains. An all-weather access drive shall be provided to all existing manholes during construction and during operation of the facility after completion of construction. New trees within the existing easements shall be types with shallow root structures and shall be able to survive transplanting or shall be planted in above-ground boxes. The owner/developer shall submit landscape and irrigation plans to the District for approval. If maintenance of public sewer mains impact trees, the trees shall be removed and/or relocated by the owner/developer at their sole expense. The owner/developer will be responsible for repairing/replanting all landscaping impacted by District maintenance of District facilities.

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49. Roof overhangs shall not encroach into the sanitary sewer easements.

50. Existing and proposed public sanitary sewer manholes shall not be located within proposed parking stalls. Manholes located within the parking lot area shall be accessible by the District at all times.

51. All specialty hardscape/landscape features proposed within the existing sanitary sewer easements shall be subject to approval by the District. If approved, the owner shall enter into an indemnification agreement with the District that places the expense for removal and/or replacement of the features on the owner.

52. The proposed development would be subject to the following fees, based on the rates in effect at the time they are paid:

(a) Plan Check Fees (presently \$25.00 per unit and \$40 per auxiliary building)

(b) Inspection Fees (presently \$1.25 per lineal foot for main lines and \$35.00 per each 4" public lateral and \$35.00 per each 4" private lateral)

(c) Capacity Charges (presently \$8,300.00 per unit)

(d) Capacity Charges (presently a minimum of \$8,300.00 per each commercial unit / tenant space, located within the proposed auxiliary building. The capacity charge may be higher depending on the number of fixture units installed within each commercial unit / tenant space. The owner shall contact the District for additional information.)

Gasser Master Plan Conditions of Approval (COA)

Gasser Master Plan. Although the proposed development is subject to all relevant Mitigation Measures identified in the Environmental Impact Report certified and adopted by the City Council via R2006 212, adopted on December 12, 2006, and the "Implementation Section Conditions of Approval" and Mitigation Monitoring Program set forth in City Council R2006 213, the following conditions and mitigations are provided for clarity as they specifically relate to the proposed development, and R2012-164 adopted on December 18, 2012.

COA 2. Within ninety (90) days of receiving a request from the City of Napa, the Developer and any subsequent property owners of the Gasser Property will petition the City of Napa to institute the formation of a Community Facilities District (CFD) pursuant to Government Code § 53319 which will incorporate the area covered by the Gasser Master Plan. This petition may include but not be limited to improvements, maintenance and services such as streets, trails, staging facilities, landscaping, public safety services (i.e., Police Services). The City anticipates that

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the CFD will include properties other than the Gasser Property, such as the South Napa Market Place.

The petition will specify the purpose for which the proposed CFD bonded indebtedness will be incurred, to offset a portion of the cost of construction of improvements specified in these Conditions of Approval and/or within the Gasser Master Plan area.

In addition, the Developer shall petition the City of Napa to include the cost to maintain improvements and to provide services within the Gasser Master Plan area which may include, but are not limited to, streets, trails, staging facilities, landscaping, public safety services (i.e. Police Services). The improvements to be maintained, the services to be provided and the cost of maintenance and services shall be determined by the City of Napa.

COA 3. The Napa County Flood Control and Water Conservation District owns and maintains the “north wetlands” on a separate parcel. The District holds an easement for maintenance of Tulocay Creek. The Developer shall provide for the long-term maintenance of all other of the wetlands, detention basins, storm drainage facilities, post construction best management practices, and creek areas. The Developer shall enter into an agreement with the City indicating how the long-term maintenance of each facility will be funded and who the responsible party will be. If the responsible party is another agency, documentation to that affect will need to be provided by the Developer to the City. Long-term maintenance must be assured for any parcel within a subdivision map or parcel map prior to approval of the final map by the City or prior to the issuance of any building permits within the parcel which contains one of these features.

COA-WQ1: Show Wetland Buffers: Wetland buffers around the two wetlands north and south of Tulocay Creek shall be shown on future tentative maps and any other development applications, and shall be agreed upon by the City, Water Quality, Fish and Game and any other regulatory agencies prior to project approvals.

COA-WQ3 Street Wetland Buffer Encroachments: Prior to approval of any subdivision or other discretionary development approval north of Tulocay Creek and before approving any final street designs for North Drive and Gasser Drive, the street sections for North Drive and Gasser Drive extension shall be shifted further away from wetlands, revised to provide a 50’ buffer from the edge of wetlands as shown on the Final Soil Disposal Plan dated 9/23/02, or an amendment made to the 9/23/02 Final Soil Disposal Plan Water Quality Control Board Order . For Gasser Drive, the ROW shall continue to be a minimum 84 feet. The responsibility for these corrections lies with the current applicant (as of 11/06).

COA 4. The Developer shall prepare the improvement plans for the construction of the extension of Gasser Drive (Kansas Avenue to Soscol Avenue) including the new

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Gasser Drive Bridge over Tulocay Creek, as proposed by the Master Plan (Improvement Plans I).

The Gasser Drive Extension shall be designed to allow dedicated left-turn lanes with adequate storage lengths (as approved by the City of Napa) for northbound traffic into the Creekside Commercial property, onto northbound North Drive and onto northbound Soscol Avenue and for southbound traffic, into the Creekside Commercial property and onto eastbound Kansas Avenue.

In addition to Improvement Plans I, the Developer shall prepare improvement plans that show conform paving limits for the roadway approaches to the new Tulocay Bridge (Improvement Plans II). Such conform limit shall extend to the Hartle Court/Gasser Drive intersection to the south and the Kansas Ave/Soscol Boulevard intersection to the east. The design section for the Kansas Ave and Gasser Drive roadway approaches to the new Tulocay Bridge shall include a minimum 3-in grind and overlay. The re-striping and signing of the east-bound Kansas Avenue roadway approaches shall include the following lane configurations:

- a) At the eastbound Soscol Boulevard intersection: (2) left-turn lanes, (1) through lane with bike lane, (1) right-turn lane, and (1) westbound through receiving lane.
- b) At the easterly most South Napa Marketplace driveway/Black Bear Diner driveway: provide dedicated left-turn channelization in both east-bound and west-bound directions and provide dedicated right-turn channelization in the east-bound direction.
- c) At the main South Napa Marketplace driveway: provide dedicated right-turn channelization in the east-bound direction.
- d) At each of the rear South Napa Marketplace Driveways along Kansas Ave and Gasser Drive approaches, provide two-way left-turn channelization.
- e) Provide a 12-ft wide travel lane with 5-ft wide bike lane in each direction and a striped center median of sufficient width along each of the approaches such that the parking lane is eliminated.

The Developer is responsible for the cost of the preparation of the improvement plans. As of December 18, 2012, the Developer has satisfied this Condition as it relates to Improvement Plans I. The Developer shall submit Improvement Plans II to the City of Napa in coordination with the Napa County Flood Control District prior to the issuance of a Building Permit for first non theatre building permit in the Gasser North or South development whichever comes first. This condition may require dedication of property by the Developer which shall also occur upon submittal of the improvement plans for the first building within the Gasser North Development.

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COA 9. The Developer shall design a program to coordinate signals and optimize signal timing and phasing throughout the corridor (SR-29 southbound ramps to Soscol Avenue) as approved by Caltrans and the City of Napa.

The Developer is responsible for the cost of the preparation, and implementation of the program. The signal timing and phasing program must be approved by the City of Napa prior to the first building permit or first final map, whichever occurs first. It is the City of Napa's understanding that the existing equipment is sufficient to implement these improvements.

The final signal timing program shall be fine-tuned and implemented approximately six months after the issuance of the first occupancy permit and when at least 50 percent of the buildings have been occupied. This will allow for the signal timing to reflect post-project equilibrium conditions for the "South" area.

The surety for the improvement agreement for the improvement which is the subject of this condition will not be released until the signal timing has been accepted by the City of Napa and Caltrans.

COA 10. The Developer shall design a program to coordinate signals and optimize signal timing and phasing throughout the corridor (Silverado Trail to south of Magnolia Avenue) as approved by Caltrans and the City of Napa.

The Developer is responsible for the cost of the preparation, and implementation of the program. The signal timing and phasing program must be approved by the City of Napa prior to the first building permit or first final map for the South area, whichever occurs first. It is the City of Napa's understanding that the existing equipment is sufficient to implement these improvements.

The final signal timing program shall be fine-tuned and implemented approximately six months after the issuance of the first occupancy permit in the South area and when at least 50 percent of the buildings in the South area have been occupied. This will allow for the signal timing to reflect post-project equilibrium conditions for the "South" area.

The surety for the improvement agreement for the improvement which is the subject of this condition will not be released until the signal timing has been accepted by the City of Napa and Caltrans.

COA 11. Prior to the issuance of the first building permit for the "South" area, the Developer is required to deposit with the City, their proportionate share of the cost (as approved by the City of Napa) for the design of improvement plans and the construction of the installation of a double left turn lane on the southbound approach of Soscol Avenue to Lincoln Avenue and provide for overlap traffic signal phasing for the westbound right-turn lane on Lincoln Avenue.

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The Gasser Master Plan's proportionate share is 5.47% of the total cost of this intersection improvement. The South Gasser share is 3.12 % and the North Gasser share is 2.35%. The fee will be determined prior to issuance of any building permit in either area. The Gasser Master Plan's proportionate share, the South Gasser share and the North Gasser share were calculated in accordance with the Gasser Master Plan – Fair Share Calculation Method for Indirect Impacts.

COA 12. Prior to the issuance of the first building permit for the "South" area, the developer is required to deposit with the City, their proportionate share of the cost of the design and installation of the interim design plans for interim improvement of the Third Street intersection with the Silverado Trail, Coombsville Road and East Avenue as approved by Caltrans and City of Napa.

The Gasser Master Plan's proportionate share is 8.91% of the total cost of this intersection improvement. The South Gasser share is 5.08 % and the North Gasser share is 3.83%. The fee will be determined prior to issuance of any building permit in either area. The Gasser Master Plan's proportionate share, the South Gasser share and the North Gasser share were calculated in accordance with Exhibit A to these Conditions of Approval.

COA 13. Before the City can approve any phase of development at the project site, the applicant must demonstrate through a stormwater management plan for that development phase that is approved by the City Public Works Director that their proposed development plan meets the requirements of the City of Napa NPDES General Permit.

COA 14. Before development may be approved by the City of Napa within properties zoned "FP", which presently includes the entire area proposed for development within the Gasser Master Plan a floodplain permit must be obtained from the City's floodplain administrator in accordance with Napa Municipal Code Chapter 17.38.

COA 19. In general, all trail easements shall be provided with the initial subdivision of a parcel containing a trail and prior to subdividing Tulocay Creek as a separate parcel. That is, trail easements on the Tulocay Creek uplands shall be granted prior to any change in ownership. Bonding for construction shall occur with first building permit of any development within the noted development area. Construction shall be complete consistent with the subdivision or project improvement agreement for the first nonresidential building within the responsible district defined below. Development areas responsible for easement dedication and construction of various trail segments, some of which are offsite, are as follows:

South of Tulocay Creek:

Multi use trail from Hartle Court to railroad bridge: A public access easement shall be dedicated from Hartle Court to the railroad bridge and the Napa River Trail with the development of the proposed nonprofit building within the South River Place. Tulocay Creek shall not be subdivided as a separate parcel until needed trail

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easements are in place. Bonding for construction shall occur with the first building permit of any development within the South River Place and construction shall be completed consistent with the subdivision or project improvement agreement.

COA 22. The Developer shall prepare improvement plans for the installation of the new bus turnouts and shelters. These shall be coordinated with and approved by the Napa County Transportation Planning Agency, Caltrans and the City of Napa.

The improvement plans must be approved by the City of Napa, Caltrans and the Napa County Transportation Planning Agency.

The Developer shall be responsible for the cost and the construction and installation of these improvements.

The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first.

COA 23. Fence design shall be included as part of adjacent or nearby development applications. Fencing along open space areas shall be an attractive, open design unless responsible agencies require otherwise in a specific area to mitigate an environmental impact.

COA 24. The Developer shall design and construct the Gasser Drive Bridge and Extension over Tulocay Creek.

The Gasser Drive Bridge and Extension shall be designed to accommodate a single southbound travel lane, a single northbound travel lane, a 5 foot wide southbound bicycle lane, a 5 foot wide northbound bicycle lane, and a sidewalk on the east side of the street.

The Gasser Drive Bridge and Extension improvements shall include a dedicated right turn pocket for southbound Soscol Avenue at Gasser Drive, as well as, the signalization of the Gasser Drive/Kansas Avenue intersection. The intersection geometry at this new signalized intersection shall be as follows:

- a.) Northbound Gasser Drive: (1) through lane and (1) right-turn lane
- b.) Southbound Gasser Drive: (1) shared through/left-turn lane
- c.) Westbound Kansas Avenue: (1) left-turn lane and (1) right-turn lane

This condition may require an irrevocable offer of dedication of property by the Developer to the City. The Developer previously dedicated an 84' Right-of-Way for the Gasser Drive Extension to the City. The final Right-of-Way width shall be

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sufficient to accommodate the roadway configuration identified in Paragraph 2 above, as well as, the Right-of-Way for a future sidewalk on the west side of the street (not to be constructed at this time) and any bioretention areas required for stormwater quality. Excess Right-of-Way of the previously dedicated 84' outside of the final Right-of-Way width required shall be abandoned, with initial proceedings to begin within 60 days of the completion of the construction of the Gasser Drive Bridge and Extension.

The Developer shall be responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first.

The City shall provide a credit against all remaining Street Improvement Fees (SIF) that would be due on any building permits issued on and after April 1, 2016 from the properties identified in Exhibit A.

COA 25. The Developer shall make a Fair Share Contribution to the cost to construct a second westbound left-turn lane at the intersection of Silverado Trail and Soscol Avenue. The total cost of the improvement shall include the cost to finalize design, acquire property rights necessary to build the project, and construct the improvements). Said Contribution shall be based upon the percent contribution of the Gasser North Master Plan full development traffic to year 2020 weekday PM peak hour volumes at the intersection. The Traffic Impact Report findings demonstrate that the Gasser North Master Plan contributes 16.19% to year 2020 PM Peak Hour volumes at the intersection.

The Developer shall pay the "Fair Share Contribution" calculated pursuant to the methodology identified in paragraph 1, prior to the issuance of the first building permit or the filing of the first final map, whichever comes first. Alternatively, the developer may have the payment of the "Fair-Share Contribution" included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map in the North Area, whichever comes first.

COA 26. Prior to the issuance of the first building permit for the "South" area, the developer is required to deposit with the City, their proportionate share of the cost of the design and installation of the interim design plans for interim improvement of the Third Street intersection with the Silverado Trail, Coombsville Road and East Avenue as approved by Caltrans and City of Napa.

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The Gasser Master Plan's proportionate share is 8.91% of the total cost for this intersection improvement. The South Gasser share is 5.08 % and the North Gasser share is 3.83%. The fee will be determined prior to issuance of any building permit in either area. The Gasser Master Plan's proportionate share, the South Gasser share and the North Gasser share were calculated in accordance with Exhibit A to these Conditions of Approval.

COA 27. The Developer shall design and construct a new traffic signal at the new Project Driveway and Soscol Avenue intersection. The new intersection geometry shall be as follows:

- a) Northbound Soscol Avenue: (2) through lanes and (1) left-turn lane
- b) Southbound Soscol Avenue: (2) through lanes and (1) right-turn lane
- c) Project Driveway: (1) westbound receiving lane, (2) eastbound left-turn lanes and (1) eastbound right-turn lane

This condition will require an irrevocable offer of dedication of property by the Developer to the City.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first. This signal and additional lanes are not included in the Street Improvement Fee program.

COA 28. The developer shall design and construct a reconfiguration of the Oil Company Road/Sousa Lane/Soscol Avenue intersection so that both the eastbound and westbound stop-controlled approaches of Oil Company Road/Sousa Lane to Soscol Avenue both include a single right-turn lane and a single receiving lane. As part of this reconfiguration, the developer shall design and construct a raised median along Soscol Avenue that prohibits left turn and through movements from Oil Company Road and Sousa Lane, but that allows for northbound and southbound left turn movements from Soscol Avenue.

This condition may require the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer's cost within a specified timeframe; (2) if the Developer makes a

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reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the "North" area, whichever comes first. This reconfiguration and additional lanes are not included in the Street Improvement Fee program.

COA 29. The Developer shall prepare the improvement plans for the installation of a right-turn lane on the southbound approach and the reconfiguration of this approach to provide a left-turn lane, a shared-through-left-turn lane, and a right-turn lane of Jefferson Street to Imola Avenue which shall be approved by Caltrans and by the City of Napa.

If new development projects are proposed at this intersection, they would also be subject to the same condition above.

The Developer shall be responsible for the cost and the construction and installation of these improvements.

The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first.

COA 30. Prior to the issuance of the first building permit for the "North" area, the Developer shall pay for the improvement plans and for the implementation of right-

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turn overlap traffic signal phasing for the eastbound approach, which shall be approved by Caltrans and by the City of Napa.

If new development projects are proposed at this intersection, they would also be subject to the same condition above.

The Developer shall be responsible for the cost and the construction and installation of these improvements.

The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the "North" area or filing of the final map, whichever comes first.

COA 31. The Developer shall design and construct the following intersection improvements:

- Re-striping of eastbound Kansas Avenue at Soscol Avenue to install a double left turn lane, a single through and a single right-turn lane at the existing signals.
- Relocation of the existing signal and installation of a single westbound left turn lane, a single through lane and a single right turn lane at the existing signals.
- Addition of an overlap phases for the westbound, eastbound and southbound right-turn movements and provide protected phasing for the southbound left-turn movement.

These improvement plans will require Caltrans approval and a Caltrans encroachment permit.

The above improvements may require additional right-of-way along Kansas Avenue. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer's cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required

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by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit or filing of the first final map for the "North" area, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the "North" area, whichever comes first.

COA 32. The Developer shall design and construct the following intersection improvements:

- Modifying the eastbound approach to a left-turn lane, a through lane, and a right-turn lane.
- Providing overlap phasing for the eastbound, northbound, and southbound right turns.

The improvement plans must be approved by the City of Napa and Caltrans.

This condition may require the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer's cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary

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property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

The Developer shall be solely responsible for the construction and installation of these improvements prior to the issuance of the first building permit for the “North” area or filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the “North” area or filing of the final map, whichever comes first.

COA 33. The Developer shall design and construct the following intersection improvements:

- Installation on eastbound Imola Avenue of a double left turn lane, a single through lane, a right turn lane and a single receiving lane.
- Installation on westbound Imola Avenue of a single left turn lane, a single through lane and a right turn lane at the existing signals.
- Provide protected phasing for the eastbound and westbound left-turn movements, as well as right-turn overlap phasing in the westbound approach.

The improvement plans must be approved by the City of Napa and Caltrans.

This condition may require the acquisition of off-site real property. The Developer shall enter into a property acquisition agreement with the City (prior to the first of the following occurrences in the North area: approval of the first tentative map, or execution of the first Subdivision Improvement Agreement or Project Improvement Agreement), by which the following requirements will be documented: (1) Developer will make a reasonable good faith effort to acquire the necessary right-of-way at the Developer’s cost within a specified timeframe; (2) if the Developer makes a reasonable good faith effort but is unable to acquire the necessary right-of-way within the specified timeframe, the Developer may request the City to acquire the necessary right-of-way through the exercise of eminent domain; (3) the Developer shall pay all costs incurred by the City to acquire the necessary right-of-way; (4) the Developer shall complete the improvements required by this condition at such time as the City acquires an interest in the necessary right-of-way that will permit the improvements to be made; and (5) if the City does not acquire an interest in the necessary right-of-way that will permit the improvements to be made, the Developer shall be relieved of the obligation to construct the off-site improvements. The developer should begin good faith efforts to identify and acquire any necessary property at its earliest opportunity, so that construction of required improvement is not delayed by this process.

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The Developer shall be solely responsible for the cost and the construction and installation of these improvements prior to the issuance of the first building permit for the "North" area or the filing of the first final map, whichever comes first. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit or filing of the final map for the "North" area, whichever comes first.

COA 34. Prior to the issuance of the first building permit for the "North" area, the Developer is required to deposit with the City, their proportionate costs for the improvement plans and the construction of the installation of a double left turn lane on the southbound approach of Soscol Avenue to Lincoln Avenue.

The Gasser Master Plan's proportionate share is 5.47% of the total cost of this intersection improvement. The South Gasser share is 3.12 % and the North Gasser share is 2.35%. The fee will be determined prior to issuance of any building permit in either area.

COA 35. The Developer shall prepare both interim and ultimate improvement plans for the widening of Soscol Avenue to six through lanes between Magnolia Drive and Silverado Trail. Interim improvement plans shall include medians and additional through lanes within existing right-of-way, as well as, intersection improvements identified in COA 25, COA 31, and COA 33. Ultimate improvement plans shall include all additional through lanes and required right-of-way. The widened Soscol Bridge over Tulocay Creek will be designed and constructed by Caltrans, but the ultimate improvement plans shall be consistent with a widened Soscol bridge over Tulocay Creek.

The Developer shall have prepared a right-of-way exhibit defining the Caltrans, City or otherwise public right-of-way for Soscol Avenue (SR 121) from the north curb return of the intersection of Soscol Avenue and the existing Silverado Trail to the southern curb return of the intersection of Soscol Avenue with Magnolia Drive. This exhibit shall include existing and future right-of-way as well as plat and legal descriptions for each property to be acquired. This exhibit must be submitted prior to certificate of occupancy for the first project in the "North" area.

The improvement plans must be approved by the City of Napa and Caltrans.

The Developer shall be responsible for the cost to design both the interim and ultimate plans and the cost to construct and install the interim improvements only prior to the issuance of the first building permit for the "North" area or the filing of the first final map, whichever comes first. The Developer's obligation to construct interim improvements is subject to receipt of all regulatory agency approvals and including

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without limitations Caltrans approval. Alternatively, the Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the “North” area or filing of the final map, whichever comes first.

COA 36. The Developer shall design a program to coordinate signals and optimize signal timing and phasing throughout the Soscol Avenue corridor (i.e. from Silverado Trail intersection to south of the intersection with Magnolia Avenue) as approved by Caltrans and the City of Napa.

The Developer is responsible for the cost of the preparation, and implementation of the program. The signal timing and phasing program must be approved by the City of Napa prior to the first building permit or first final map, whichever occurs first.

The final signal timing program shall be fine-tuned and implemented approximately six months after the issuance of the first occupancy permit and when at least 50 percent of the buildings have been occupied. This will allow for the signal timing to reflect post-project equilibrium conditions for the “North” area. The surety for the improvement agreement will not be released until the signal timing has been accepted by the City of Napa and Caltrans.

COA 37. The Developer shall prepare improvement plans for the installation of the new bus turnouts and shelters within the Gasser Master Plan. These shall be coordinated with and approved by the Napa County Transportation Planning Agency, Caltrans and the City of Napa.

The improvement plans must be approved by the City of Napa, Caltrans and the Napa County Transportation Planning Agency.

The Developer shall be responsible for the cost and the construction and installation of these improvements.

The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement (which will include the requirement for improvement security as required per the Napa Municipal Code) which must be executed by the Developer and the City prior to the issuance of the first building permit for the “North” area or filing of the final map, whichever comes first.

COA 38. The developer shall design and construct North Drive (from the southernmost Gasser Building driveway to Oil Company Road).

The Developer shall be solely responsible for the cost and the construction and installation of these improvements prior to the issuance of the first building permit for

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the “North” area or the filing of the first final map, whichever comes first. Alternatively, the Developer shall construct and install these improvements. The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement which will include the requirement for improvement security as required per the Napa Municipal Code which must be executed by the Developer and the City prior to the issuance of the first building permit or the filing of the first final map for the “North” area, whichever comes first.

Water System Improvements

The water system improvements listed in COA 18 and 46 are required irrespective of whether part or all the Gasser Drive Extension Project and/or the Soscol Boulevard/Silverado Trail Re-Alignment Project (COA 24 and 25 respectively) are constructed. In the event these Projects are not constructed, or in the event there are any changes to the preliminary design of the Extension Project (COA 4) or any future project application that result in the abandonment of existing public right-of-way (whether it be Gasser Drive or Silverado Trail), a new 20-foot wide public water utility easement over the centerline of all new and existing water main and appurtenances listed in COA 18, 46, & 47 as well as planned water infrastructure improvements in existing public right of way shall be retained by the City. Said easements shall prohibit the erection of any permanent structures, overhangs, and/or planting of any trees within the easement. Nothing in this paragraph is intended to impose requirements upon Developer other than or in addition to those found in COAs 18, 46, and 47.

COA 39. Before the City can approve any phase of development at the project site, the applicant must demonstrate through a stormwater management plan for that development phase that is approved by the City Public Works Director that their proposed development plan meets the requirements of the City of Napa NPDES General Permit.

COA-WQ4: Tulocay Creek Setback Evaluation: As part of subsequent development applications, potential Tulocay Creek setbacks will need to be evaluated by the Water Quality Control Board; such setbacks, if applied, could affect development envelopes in North Gasser districts, however, they are not intended to preclude a Tulocay Creek trail or trail creek crossing at the railroad bridge.”

COA-WQ5: Drainage Baseline Improvements. Drainage improvements that are part of the Flood Project baseline condition shall be resolved prior to any subsequent approvals for Gasser North; if this resolution changes the size or configuration of future development areas, the Master Plan acreages and map shall be revised at that time.

COA 43. Prior to the issuance of the first building permit for any remainder of Gasser North, excepting the Tulocay Place development, the Napa River Oxbow bypass and the Conditions of Approval 24-42 above shall be implemented; the replacement

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of the railroad bridge crossing Napa River by the Napa River Flood Protection Project (NRFPP) shall be completed and operational; the floodwall at the oxbow, which will be constructed by the NRFPP and will eliminate river overflows, shall be completed and be operational; the pump station at the Gasser North wetland (North Basin) and the river outfall structures which are to be designed, installed and constructed by the NRFPP shall be completed and be operational; the Developer, the USACOE, NCFCWCD or other non-City funding source shall pay for the design and construction of any augmentation for the North Basin pumping capacity for the additional Gasser North drainage and the improvements shall be completed and be operational; the levee on the North side of Tulocay Creek, which is to be designed, installed and constructed by the NRFPP shall be completed and be operational; and the levee and floodwall on the west side of Gasser North, which is to be designed, installed and constructed by the NRFPP shall be completed and be operational. If Oil Company Road is to be a city street and used as an evacuation route, then the Developer shall pay for the design and construction of the drainage improvements at the intersection of Soscol Avenue and Oil Company Road and along Oil Company Road, as approved by the City of Napa, and these improvements shall be completed and be operational. The drainage improvements shall be designed to route residual flood flows under baseline conditions as defined in the FEIR so that there is less than one foot of water in the streets during a one percent chance per year storm. Following this, the City of Napa will allow the issuance of building permits for the remainder of Gasser North, excepting the Tulocay Place development.

If portions of the above improvements have not been completed, building permit issuance will be permitted if the developer can demonstrate, through a suitable technical analysis that the same levels of flood protection, conveyance and routing of residual flows exist through the partial completion of the above and/or alternative flood control/protection measures.

COA 44 and 45. Prior to the issuance of the first building permit, the developer is required to design and construct a stormwater system to convey both (1) residual flows and on-site storm drainage under baseline conditions as defined in the FEIR across the property to the North Wetlands; and (2) all estimated one percent change per year “100 year” off-site flood flows that would drain to the North Basin from Soscol Avenue-Oil Company Road intersection as a result of the Soscol Area Gateway Drainage Project studied in the Schaaf & Wheeler, 2005 Soscol Area Drainage Study – Design Options. The portion of the system caused by flows described in part (2) shall be referred to as the “oversized portion” of the system. This system shall be designed and constructed as part of the Oil Company Road and North Drive street improvements from Oil Company Road to the North Basin to the satisfaction of the City of Napa. This system is currently envisioned as two- four (4) foot by sixteen (16) foot culverts but may be an equivalent alternative.

The City has not yet quantified the oversizing component. The oversized portion of the system shall be quantified by comparing the design and construction costs for culverts (assuming the 100-year residual overland flow under baseline conditions, as

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described in FEIR Mitigation Measure HYDRO-6b—which represents the Developer’s fair share contribution), to the design and construction costs for culverts required to be designed and constructed by the developer in accordance with this condition. The drainage plan described in MM HYDRO-6b shall provide the basis for reimbursement.

The Developer may request a reimbursement agreement for the costs for the oversized portion of the system required by this condition, (including analysis of area of benefit, requirements imposed by other government agencies due only to oversizing and construction). Potential sources of revenue for any such reimbursement agreement may include funding from a Community Facilities District (if a CFD is formed for the Gasser Master Plan area, and if these improvements are identified as an authorized expenditure), or a new redevelopment project area (if a new redevelopment project area is formed, and if these improvements are identified as an authorized expenditure).

A study shall be prepared to the satisfaction of the City, spreading the costs for the oversized portion of the system to an area of benefit in order to determine other property owners that benefit from the oversized portion of the system.

In addition, any other necessary drainage conveyances identified in COA 24- 42 within the North Area shall be designed and constructed.

The Developer shall design, construct and install these improvements. The Developer may have these improvements included in a Subdivision Improvement Agreement or Project Improvement Agreement which will include the requirement for improvement security as required per the Napa Municipal Code which must be executed by the Developer and the City prior to the issuance of the first building permit.

COA 46. The Developer shall be solely responsible to design and construct the following improvements prior to occupancy of the first building of the North area

- a) Install a twelve-inch water main in Silverado Trail beginning at the end of the existing twelve-inch water main in Silverado Trail (476 Silverado Trail), thence northward to Sousa Lane (250 feet more or less), and terminating as a direct connection to the existing eight-inch main in Sousa Lane (at Silverado Trail) and twenty-four inch main in Sousa Lane and Silverado Trail, thereby converting existing portions of Hydraulic Zone 2 to Hydraulic Zone 3, and all affected services transferred appropriately.
- b) The existing 8” water main on Soscol Avenue shall be extended from the current Gasser Office Building to Oil Company Road. This work shall occur after the zone change on Sousa Lane as per COA 46a.

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The existing 12" water main on Gasser Drive shall be extended and tie-into both the 12" main on Oil Company Road (along the North Drive alignment) and the 8" main on Soscol Avenue. The 12-in water main shall be placed under Tulocay Creek within a steel or fusible C-900 casing that shall extend 10-ft beyond the limits of the future Gasser Drive Bridge over Tulocay Creek as per the approved plans submitted in accordance with COA 4. In the event the Gasser Drive Extension Project is constructed prior to occupancy of the first building of the North area, then the Developer shall be responsible for reimbursing the City (or its designee) prior to occupancy of the first building of the North area for its costs to install these water system improvements within the new Gasser Drive Bridge (if these improvements were actually included in that Project).

COA 47. If Silverado Trail is realigned to match the alignment of Gasser Drive, then the following improvements shall be made:

- a) The existing 24" water main (that currently crosses Soscol Avenue and heads north on Silverado Trail) shall be abandoned within the old alignment from the old Soscol Avenue intersection to the new Silverado Trail intersection.
- b) A new 24" DIP shall be installed from the old Soscol Avenue intersection to the new Silverado Trail intersection within the new Silverado Trail alignment. The existing 8" DIP water main between the new alignment and the old alignment within Soscol Avenue shall be replaced with a new 24" DIP to provide a continuous 24" DIP feed from Soscol Avenue onto Silverado Trail.
- c) The existing 24" DIP water main serving Adobe Lane shall be replaced and downsized to a new 8" DIP water main and placed along the east side of the old Silverado Trail alignment. A new 12" DIP water main connection shall be installed on the new 24" DIP water main at the intersection of the new Silverado Trail alignment and the old Silverado Trail alignment crossing to the east side of Silverado Trail with 12" DIP ending in a 12" tee. The 12" tee shall have a 12" butterfly valve (in the closed position) and an MJ cap to the north for future connection. To the south, the 12" tee shall have a 12" butterfly valve and a 12" to 8" reducer. A new 8" DIP shall be installed from the reducer to the existing 8" water main in Adobe Lane. A new 8" tee shall connect to the existing 8" DIP in Adobe Lane to the east, to the new 8" DIP in Silverado Trail to the north, and to a new 8" gate valve (in the closed position) and MJ cap to the south for future connection.

The Developer shall make a "Fair Share Contribution" to the cost of these water system improvements as part of the total cost of the "Re-alignment Project" as per COA 25.

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COA 48. In general, all trail easements shall be provided with the initial subdivision of a parcel containing a trail and prior to subdividing Tulocay Creek as a separate parcel. That is, trail easements on the Tulocay Creek uplands shall be granted prior to any change in ownership. Bonding for construction of the trail shall occur prior to first building permit or subdivision of any development within the noted development area. Construction shall be complete prior to in accordance with the Subdivision or Project Improvement Agreement. Development areas responsible for easement dedication and construction of various trail segments, some of which are offsite, are as follows:

COA 49. Multi use trail (between river and Tulocay Village residential) from railroad bridge to Oil Company Road:

A public access easement shall be dedicated with the initial development proposal of Tulocay Village. Tulocay Creek shall not be subdivided as a separate parcel until needed trail easements are in place. Bonding for construction shall occur with first building permit of any development within Tulocay Village and construction shall be completed in accordance with the Subdivision or Project Improvement Agreement.

COA 50. Multi use trail (between north wetlands and Tulocay Village residential) outside of required wetlands buffer from Tulocay Creek trail easement along north side of north wetlands to North Drive ROW:

A public access easement shall be dedicated with the initial development proposal of Tulocay Village. Tulocay Creek shall not be subdivided as a separate parcel until needed trail easements are in place. Bonding for construction shall occur with first residential building permit within the Tulocay Village District and construction shall be completed in accordance with the Subdivision or Project Improvement Agreement. The alignment of this trail should follow the North Wetlands as closely as feasible to North Drive outside of the required wetlands buffer area.

COA 53. Tulocay Creek multi use trail (within existing public access easement or comparable replacement) and any easement needed for access to cross Gasser Drive from west edge of Creekside Commercial property to Soscol Avenue, including the connection across Gasser Drive: The connection across Gasser Drive would be at a light at the intersection of Gasser Drive and Kansas Avenue.

COA 54. A bicycle staging facility consisting of adequate public parking spaces, public restrooms, landscaping and possible added facilities such as picnic tables shall be dedicated, designed and constructed as part of the Tulocay Village development, with construction complete in accordance with the Subdivision or Project Improvement Agreement.

COA 55. The Gasser Foundation agrees to permit its landscape areas along the western edge of the parking lot to be further landscaped when North Drive is

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constructed. Tulocay Place shall be responsible for landscaping this parking lot edge as part of its approval.

COA 56. Fence design shall be included as part of any adjacent or nearby development applications. Fencing along open space areas shall be an attractive, open design unless responsible agencies require otherwise in a specific area to mitigate an environmental impact. Tulocay Place shall be responsible for any needed fencing adjacent to North Drive on the east side, and for providing a fence between the west edge of the street construction and wetlands.

COA 58. The ROW for North Drive and Oil Company Road shall provide sufficient ROW for needed utilities (sewer, water, gas, electric, telephone, cable) including storm culverts to handle all stormwater flows, including residual overland flows

City General Conditions

53. The plans submitted for improvement plan review and Building Permit review shall include a written analysis specifying how each of the conditions of approval have been addressed or incorporated into either the improvement plan set or building plan set.

54. Unless otherwise specifically provided, each condition of this approval shall be satisfied prior to issuance of a Building Permit, or if a Building Permit is not required, prior to the commencement of use; however, in the event the subject approval is for a tentative subdivision map or parcel map, each condition shall be satisfied prior to final map approval. Applicant's (and landowner's, if different) execution of the City's improvement agreement with required security may be accepted in lieu of condition completion.

55. No use authorized by this permit may commence until after the Applicant executes any required permit agreement.

56. Applicant shall pay all applicable fees and charges at the required time and at the rate in effect at time of payment (in accordance with the City's Master Fee Schedule; see individual departments regarding the timing of fee payment requirements).

57. Applicant shall design and construct all improvements and facilities shown on any approved Tentative Map, site plan, or other documents submitted for permit approval, and with the plans and specifications submitted to and approved by City, to comply with the General Plan, any applicable Specific Plan, the Napa Municipal Code (NMC), City Ordinances and resolutions, the "Standard Specifications" of the Public Works and Fire Departments, as well as any approved Tentative Map, site plan or other documents submitted for permit approval and with the plans and specifications submitted to and approved by City.

58. The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitations period is specified by any other provision.

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Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred.

59. To the full extent permitted by law, the Applicant shall indemnify, defend, release and hold City, its agents, officers, and employees from and against any claims, suits, liabilities, actions, damages, penalties or causes of action by any person, including Applicant, for any injury (including death) or damage to person or property or to set aside, attack, void or annul any actions of City, its agents, officers and employees, from any cause whatsoever in whole or in part arising out of or in connection with (1) the processing, conditioning or approval of the subject property; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation or operation of project improvements and regardless whether the actions or omissions are alleged to be caused by City or Applicant so long as City promptly notifies Applicant of any such claim, etc., and the City cooperates in the defense of same.

60. If the Applicant is not the owner of the subject property, all agreements required to be executed by the City must be executed by the Owner(s) as well as the Applicant.

61. The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Government Code Section 66020(d)(1), these conditions (and mitigations) constitute written notice of the statement of the amount of such fees and a description of the dedications, reservations, and other exactions. You are hereby notified that the 90-day period in which you may protest those fees, the amount of which has been identified herein, dedications, reservations and other exactions have begun. If you fail to file a protest complying with all the requirements of Section 66020, you will be legally barred from later challenging such exaction.

62. Violation of any term, condition, mitigation measure or project description relating to this approval is unlawful, prohibited and a violation of the Napa Municipal Code and can result in revocation or modification of this approval and/or the institution of civil and/or criminal enforcement and/or abatement proceedings.

63. Project approval would not have been granted but for the applicability and validity of each and every one of the specified mitigations and conditions, and if any one or more of such conditions and mitigations is found to be invalid by a court of law, this project approval would not have been granted without requiring other valid conditions and/or mitigations consistent with achieving the purpose and intent of such approval.

Section 8. This Resolution shall take effect immediately upon its adoption.

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I HEREBY CERTIFY that the foregoing Resolution was duly adopted by the City Council of the City of Napa at a public meeting of said City Council held on the _____ day of _____ 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: _____
Dorothy Roberts
City Clerk

Approved as to form:

Michael W. Barrett
City Attorney