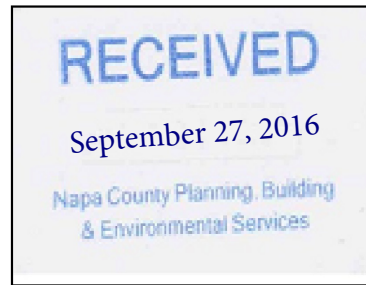


“H”

## Water Availability Correspondence

Jessel Gallery and Prime Solum Tasting Room & Barrel Storage,  
P12-00194 - UP  
Planning Commission Hearing October 19, 2016



Napa County  
Planning, Building & Environmental Services Department  
Attn: John McDowell, Deputy Planning Director  
1195 Third Street, Suite 210  
Napa, CA 94559

RE: Will Serve Letter for Jessel Gallery and Prime Solum Tasting Room Use Permit Request  
1019 Atlas Peak Road, Portion of Assessor's Parcel No. 039-320-008

Dear Mr. McDowell:

The City of Napa Water Division has received a request to provide a "Will Serve" letter in relation to a Use Permit request to improve an existing commercial/retail parcel located at 1019 Atlas Peak Road (southern portion of Assessor's Parcel No. 039-320-008, the "Property"). The property is owned by the Buller Family Trust. The proposed Use Permit is for the benefit of tenants Jessel Gallery and Prime Solum Tasting Room and Barrel Storage (collectively, the "Applicants").

The application is understood to include a request for zoning approval of: 1) Jessel Gallery, which currently operates an art gallery with retail, studio, and classroom uses in the main gallery building (approximately 6,900 square feet) located on the southeastern area of the parcel; 2) an existing, one-bedroom apartment as an accessory residence located above the Jessel Gallery; and 3) establishment of a new wine tasting and barrel storage operation in an existing metal building (approximately 4,000 square feet) located on the southwestern area of the parcel. No grape crushing, primary fermentation, pressing, barrel washing, processing or wine bottling would occur with the wine barrel storage operation on-site, as these functions occur and would continue to occur at Prime Solum's Bonded Winery Premise in the City of Napa. Prime Solum also wishes to construct two outdoor covered seating/display areas attached to the existing metal building.

In April 2014, the Napa City Council voted to authorize the Buller Family Trust to install a new, two-inch water service line for domestic purposes and a six-inch line for fire suppression purposes to serve the existing commercial uses on the Property. The buildings and uses in existence at the time the outside City water service was approved to the property by a 4/5 vote of City Council are one tasting room at 2,925 sf, one winery (bottling, no production) at 9,500 sf and one gallery with retail uses at 10,000 sf. The terms and conditions of the City water service are stated in the Declaration of Covenants and Agreement Regarding Water Service ("Water Agreement," recorded as Document 2015-0000560 in the Official Records of the County of Napa). Paragraph 6c of the Water Agreement limits the use of the six-inch line as follows:

c. The 6-inch line is to serve fire sprinklers and suppression purposes and the maximum flow rate shall not exceed 800-gpm. Exceeding 800-gpm would affect other water

customers by restricting the 14-inch water main on Atlas Peak Road and is not permitted.

The domestic and fire lines will be used only for the existing permitted structures, and not for any other current/future development on the property, expansion of the previously described structures, commercial uses, residential uses, or irrigation uses.

The existing six-inch line is connected to a fire hydrant that currently serves both the Jessel Gallery building and the proposed Prime Solum building. The existing two-inch line currently provides water to the Jessel Building, along with other existing buildings and uses on the Property, consistent with the approved Water Agreement. After the main (City) meter and private backflow device, three submeters have been installed to aid the property owner in dividing water costs among the various tenants on the parcel. One submeter provides a connection to the existing Jessel Gallery building and a proposed branch off of this submetered connection will provide domestic service to the existing building proposed to be occupied by Prime Solum, consistent with the approved Water Agreement.

The Applicants estimate that typical water use for both businesses would be as high as 900 gallons per day, and that peak expected demand on the two-inch water line may be as much as 32 gallons per minute, or half the 64 gallon per minute expected peak demand of said water service line. As described in the approved Water Agreement, fire suppression needs (fire sprinklers) for both existing buildings will be provided from the existing six-inch line. If fire sprinklers are required for the two outdoor covered seating/display areas proposed to be attached to the Prime Solum building, these sprinklers would be supplied by a separate, proposed 10,000-gallon water tank and separate pump system, in order to remain consistent with Paragraph 6(g) of the Water Agreement referenced above.

The City of Napa has reviewed the Use Permit application and existing Covenants and Agreement for the water service to the proposed Jessel Gallery/Prime Solum Tasting Room project on the Property at 1019 Atlas Peak Road and agrees that the this project does not constitute intensification of water use at the site and uses are within the intent of the service as approved by the City Council in 2014 and the Recorded Declaration of Covenants and Agreement.

The City will continue to serve water to the property for the uses requested under this Use Permit application.

Sincerely,



Joy Eldredge, Water General Manager

July 13, 2016

Joy Eldredge  
General Manager, Water Division  
1340 Clay Street  
Napa, CA 94559

Buller Family Trust Use Permit #P12-00194  
1019 Atlas Peak Rd, APN: 039-320-008

## Introduction

The Buller Family Trust has applied to Napa County for a Use Permit to improve an existing commercial/retail parcel located at 1019 Atlas Peak Road (APN 039-320-008, the "Property").

The proposed Use Permit is for the benefit of tenants Jessel Art Gallery and Prime Solum Tasting and Barrel Room (collectively, the "Applicants").<sup>1</sup> Jessel currently occupies a gallery, studio, and classroom in the main gallery building (approximately 6,000 square feet) located on the southeastern area of the parcel (the "Jessel Building"). Prime Solum proposes to use an existing metal building (approximately 4,000 square feet) located on the southwestern area of the parcel for wine tasting and related hospitality, including a catering kitchen, and for barrel storage (the "Prime Solum Building"). Wine production is not proposed. The Prime Solum Building previously was used by Jessel for storage, art classes and work areas and by the Buller family business, Napa Drayage and Storage, to store vehicles, equipment and goods, and as a business office.

Prime Solum also wishes to construct two outdoor covered seating/display areas attached to the existing metal building, but no expansion in this structure is proposed with this project.

The County has asked for the City's confirmation in writing that this project is consistent with the terms and conditions of water service stated in the approved Water Agreement. This letter requests such confirmation.

The Applicants have provided the following summary of the terms and conditions of the Water Agreement, the existing water connections and the proposed water use as related to both the existing 2-inch (domestic) and existing 6-inch (fire suppression) City water service lines that currently serve the Property.

## Existing Water Agreement and Service Connections

In April 2014, the Napa City Council voted to authorize the Buller Family Trust to install a new water service line, two (2) inches in size for domestic purposes and six (6) inches in size for fire suppression purposes to serve the commercial purposes on the Property.

---

<sup>1</sup> Other tenants on the Property are Whetstone Wine Cellars and Del Dotto Winery.



The terms and conditions of the City water service are stated in the Declaration of Covenants and Agreement Regarding Water Service recorded as Document 2015-0000560 in the Official Records of the County of Napa (the "Water Agreement," attached as **Attachment A**). Paragraph 6(g) of the Water Agreement limits the use of the 6-inch line as follows:

- g. The 6-inch line that is for fire suppression purposes will be used only for the existing permitted structures, and not for any other current/future development on the property, expansion of the described structures, commercial uses, residential uses, or irrigation uses. The existing permitted buildings and uses include one tasting room at 2,925 square feet (sf), one winery building (bottling, no production) at 9,500 sf, and one gallery with retail uses at 10,000 sf.

The existing 2-inch line currently is providing water to the Jessel Building, along with other existing buildings on the Property, consistent with the approved Water Agreement. After the main (City) meter and backflow device, three submeters have been installed to aid the property owner in dividing water costs among the various tenants on the parcel. One submeter provides a connection to the existing +/-6,000 square foot Jessel Building and a proposed branch off of this submetered connection will provide domestic service to the existing +/-4,000 square foot Prime Solum Building, consistent with the approved Water Agreement.

The existing 6-inch line is connected to a fire hydrant that currently serves both the Jessel Building and the Prime Solum Building. As described in the approved Water Agreement, fire suppression needs (fire sprinklers) for both existing buildings will be provided from the existing 6-inch line. If fire sprinklers are required for the two outdoor covered seating/display areas proposed to be attached to the Prime Solum Building, these sprinklers will be supplied by a separate, proposed 10,000-gallon water tank and separate pump system, in order to remain consistent with Paragraph 6(g) of the Water Agreement.

## Proposed Water Use Summary

The proposed marketing/visitation plan for both Jessel Art Gallery and Prime Solum is as follows:

### Jessel Art Gallery

- Visitation (normal days): 8 guests per day
- Visitation (first Monday of each month): 60 guests
- Employees: 2 full-time, 1 part-time
- Residential Studio (above Jessel Building)
- One-bedroom residence

### Prime Solum

- Visitation (normal days): up to 125 guests per day
- Visitation (first Monday of each month): 10 guests
- Employees: up to 10 employees

- Catered Meals: up to or equal to visitation (no water use)
- Kitchen Meals: up to 12 meals per day

As described above, there are two water use circumstances: 1) the first Monday of each month, and 2) all other days. Table 1, below, shows the estimated water use during Circumstance One, and Table 2 shows estimated water use during Circumstance Two. Estimates for water use are based on Table III-4 (Commercial Design Flow Rates) of the Napa County Onsite Wastewater Treatment Systems (OWTS) Technical Standards. Please note that all existing and proposed landscaping will be irrigated with water from an existing well on the parcel, so estimates for irrigation water use are not included here.

Circumstance One: First Monday Event			
	Maximum Quantity (persons)	Water Use (GPP)	Gallons Per Day
<b>Residential Studio</b>		120	120
<b>Jessel Art Gallery</b>			
Employees	3	15	45
First Monday Event	60	3	180
<b>Prime Solum</b>			
Employees	10	15	150
Visitation	10	3	30
		<b>Total:</b>	<b>525</b>

Table 1: Daily Water Use during Circumstance One

Circumstance Two: All Other Days			
	Maximum Quantity (persons)	Water Use (GPP)	Gallons Per Day
<b>Residential Studio</b>		120	120
<b>Jessel Art Gallery</b>			
Employees	3	15	45
Visitation	8	3	24
<b>Prime Solum</b>			
Employees	10	15	150
Visitation	125	3	375
Kitchen: Meals	12	15	180
		<b>Total:</b>	<b>894</b>

Table 2: Daily Water Use during Circumstance Two

In keeping with current water regulations, including the mandatory 20% reduction of City water use, the Applicants are proposing to retrofit the existing water fixtures inside the Jessel Building, and are proposing only low-flow fixtures to be installed in the Prime Solum Building.

## Analysis of 2-inch Water Line Capacity

As part of obtaining the requested Use Permit, the Applicants are required to show that the parcel has adequate replacement area for all wastewater flows (septic systems) on the parcel. The results of this analysis estimate a maximum daily water use of ~2,121 gallons per day (including the uses noted above for Jessel and Prime Solum). See **Attachment B** for a copy of the Wastewater Feasibility Report.

Assuming that a peak hour of water use may be as much as 15% of the daily flow, and assuming that a peak minute of water use may be as much as 10% of the peak hourly flow, the peak expected demand on the 2-inch water line may be as much as 32 gallons per minute (gpm).

Allowing for 500 feet as the furthest distance from the water meter to the storage building, and allowing for a pressure drop no greater than 20 psi, the capacity of the 2-inch water service would be approximately 64 gpm, which is twice the expected peak demand.

## Conclusion

The above analysis demonstrates that the existing 2-inch water service line for domestic purposes will adequately serve the proposed uses of the Jessel and Prime Solum Buildings. Our analysis also shows that the existing 6-inch water service line for fire suppression uses is adequate to supply the existing fire hydrant serving the approximately 10,000 square feet of existing retail/commercial uses in these buildings. If fire sprinklers are required to be installed due to the construction of the two covered outdoor seating/display areas attached to the Prime Solum Building, an appropriately sized water storage tank and separate pumping system will be installed in light of the limitations on the use of 6-inch line in Paragraph 6(g) of the Water Agreement.

If you would like to discuss this matter further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Joel Dickerson". The signature is fluid and cursive, with the first name "Joel" being more prominent than the last name "Dickerson".

Joel Dickerson, P.E.  
President, Madrone Engineering

cc: The Buller Family Trust  
Dana Ayers, Napa County PBES



**Attachments**

Attachment A: Declaration of Covenants and Agreement Regarding Water Service

Attachment B: Wastewater Feasibility Report

# ATTACHMENT A

## Declaration of Covenants and Water Service Agreement



2015-0000560

Recorded  
Official Records  
County of  
Napa  
JOHN TUTEUR  
Assessor-Recorder-Cou

REC FEE

0.00

12:36PM 12-Jan-2015 EV Page 1 of 11

**Upon Recordation, Return to:**

City of Napa  
P.O. Box 660  
Napa, CA 94559  
Attn: City Clerk

Exempt from County Recording Fees  
Government Code 27383

(For Recorder's Use Only)

**DECLARATION OF COVENANTS AND AGREEMENT  
REGARDING WATER SERVICE**

PROPERTY OWNERS: Buller Family Trust                      APN: 039-320-008-000  
PO Box 737  
Railroad Flat, CA 95248-0737

This DECLARATION OF COVENANTS AND AGREEMENT REGARDING WATER SERVICE (hereinafter "2013 Agreement") is made and entered into this 8<sup>th</sup> day of December 2014, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City") and Buller Family Trust and Delores Buller, Trustee, the fee simple owner ("Owner"), of that certain real property located within the County of Napa, State of California, described in Exhibit "A" attached hereto and made a part hereof (the "Property").

**RECITALS**

- A. Owner is the fee simple owner of that certain real property located outside the City limits, outside the Rural Urban Limit Line (RUL), and outside the City Sphere of Influence, within the County of Napa, State of California, APN 039-320-008-000 as described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property").
- B. Whetstone Wine Cellars, proprietor of a retail wine shop with wine-related products and a public wine tasting room located on the Property ("User"), completed an Outside Water Service Application requesting authorization for a 6-inch commercial water service to serve fire sprinklers in June 2013; and
- C. Owner has responsibility for payment of all services provided by City under this Agreement. User may occupy a portion or all of the property and has a contractual relationship with the Owner, and has agreed to cooperate with the City for inspections but is not a party to this Agreement; and

- D. On March 7, 2014, the Outside Water Service Application was denied; and
- E. Pursuant to City Charter Section 180, a City water service may be allowed outside the RUL by a four-fifths (4/5) vote of the City Council; and
- F. On April 1, 2014, the City Council approved, by 4 - 1 vote, authorization to submit an application to Local Agency Formation Commission of Napa County ("LAFCO"), and upon LAFCO approval, the installation of a new water service line, 2 inches in size for domestic purposes and 6 inches in size for fire suppression purposes to protect the facilities on the Property, pursuant to the terms and conditions of this 2014 Agreement to serve the commercial uses on the Property.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. The recitals set forth above are true and correct.
- 2. "Water Service" under the terms of this Agreement shall mean a piped connection to the City of Napa's public water system that serves potable water to a property.
- 3. "Domestic Service" under the terms of this Agreement shall mean a water service granted to the Owner for the purposes of domestic use.
- 4. "Fire service" under the terms of this Agreement shall mean a water service granted to the Owner for the sole purpose of supplying water to fire sprinklers and fighting fires, but is not to be used for domestic use.
- 5. **Requirements for Water Service Lines.** Owner shall use a 2-inch water service line for domestic purposes and a 6-inch water service line for fire suppression purposes per current City of Napa Public Works Standards and Specifications, and per the following:
  - a. User shall provide water fixture information to confirm to Water Division staff that the water service line size is appropriately sized to serve the facilities, and must obtain a written approval from the City's Water Division to proceed with installation. Oversizing the water service line to provide for future uses or under-sizing the water service to minimize cost will not be permitted.
  - b. User shall provide fire sprinkler calculations to confirm to Water Division staff that the water service line size is appropriately sized to serve fire sprinklers at the facilities, and must obtain a written approval from the City's Water Division to proceed with installation. Oversizing the water service line to provide for future uses or under-sizing the water service to minimize cost will not be permitted.
  - c. Prior to installation of the water service lines, Owner shall pay all fees required for the water service (including hot taps, meter sets, 2-inch connection fees and 6-inch fire service connection fees) to the Water Division office at 1340 Clay Street, Napa, California.
  - d. Prior to installation of water service lines, Owner shall pay system contributions for the water service for cathodic protection testing, water quality sampling

stations, and water supply in the amount of \$61,700 to the Water Division office at 1340 Clay Street, Napa, California.

- e. Owner shall pay for the installation and replacement of the water service line and appurtenances from the existing public water main up to the meter that remains a public facility and will be maintained by the City.
  - f. The water service line shall be installed off the existing tee at the end of the water main on Atlas Peak Road in a location approved by the City of Napa Water Division. The water service line shall not be tapped off of the middle of the City of Napa 14-inch transmission main.
  - g. Owner shall obtain encroachment permits to install the water service line within County right-of-way. Within County right-of-way the Owner shall construct the water service line or pay city forces time and materials to construct the line. The hot tap for the water service shall be performed by City forces at the expense of the Applicant.
  - h. Owner shall install a 2-inch meter, owned by City, complete with an electronic radio transmitter (ERT) as specified by the City Water Division and compatible with the City's ERTs shall be installed on the water system per the City's installation standards.
  - i. Owner shall purchase and install an AWWA approved backflow device for the domestic water service line and install it immediately on the private side of the meters at the edge of Atlas Peak Road right-of-way. Prior to activation of the water service, the Owner shall install the backflow device, have it tested by an AWWA certified tester from a list of testers provided by the City, and submit the test results to the City of Napa Water Division.
  - j. Owner shall install a 6-inch ultrasonic octave meter, owned by City, that is manufactured by Master Meter Inc. with an electronic radio transmitter (ERT) as specified by the City Water Division and compatible with the City's ERTs shall be installed on the water system per the City's installation standards.
  - k. Owner shall purchase and install an AWWA approved backflow device for the fire water service line and install it immediately on the private side of the meter at the edge of Atlas Peak Road right-of-way. The fire service backflow device shall be an above ground reduced pressure backflow device. Prior to activation of the water service, the Owner shall install the backflow device, have it tested by an AWWA certified tester from a list of testers provided by the City, and submit the test results to the City of Napa Water Division.
6. **Conditions of Water Service.** Upon completion of the requirements of Agreement paragraph 5 to the satisfaction of the City Public Works Director, City agrees to serve water to a 6-inch water service line for the Property for the purposes of fire sprinkler protection subject to the following conditions and standards:
- a. The water service may not be used to serve outside sources or properties, and City water may not be sold, given, or traded to outside sources or properties.

- b. Owner shall pay the City the full cost of service rate for outside City commercial water service as calculated by Cost of Service Analysis and approved by resolution of the City Council. The Current Rate is \$7.61 per 1,000 gallons.
  - c. The fire water service shall be limited to a 6-inch water service line to serve fire sprinklers for the existing structure for a maximum flow rate of 800-gpm per the calculated flow rate provided. Due to the limited flow capacity of the existing 14-inch water main on Atlas Peak Road, the addition of hydrants or exceedance of this flow rate will require modification of the water service, including but not limited to a new water service application to the City of Napa Water Division, the installation of a fronting distribution water main within County right-of-way of Atlas Peak Road.
  - d. If the 6" water service line is determined to be used for purposes other than fire sprinklers, fire suppression or testing of fire system, Owner will be charged for the water at the then-current outside water rate. In the event City determines that the water service is being used for purposes not authorized under this Agreement, and Owner fails to pay the Water Division for the water service after 60 days from initial written notice, the water service will be shut off until payment is made.
  - e. The City shall not be liable for damage to facilities caused by fire or any associated reason including but not limited to the service being turned off for failure of payment.
  - f. Owner shall pay the City a bi-monthly (on a schedule set by the City) "Fire Service Rate" as defined by this Agreement at an amount equal to the full cost of fire service rate for "outside City water rates" as calculated by Cost of Service Analysis and approved by resolution of the City Council. The Fire Service Rate is currently \$189.91.
  - g. The 6-inch service line that is for fire suppression purposes will be used only for the existing permitted structures, and not for any other current/future development on the property, expansion of the described structures, commercial uses, residential uses, or irrigation uses. The existing permitted buildings and uses include one tasting room at 2,925 square feet (sf), one winery (bottling, no production) at 9,500 sf, and one gallery with retail uses at 10,000 sf.
  - h. The City does not guarantee pressure or flow through the water service line. Owner shall be responsible for making any improvements necessary to account for insufficiencies in the pressure or flow to the site. Improvements made, if any, shall be installed after the backflow device and may not exceed the flow capacities of the water service line.
7. **City Access to Property.** Owner hereby grants City the right to access the Property to inspect the Property and public water facilities during normal business hours, and the right to access the water service line located on the Property for the purposes of confirming that City water service is not being provided to other properties and is not being used for purposes other than those specified in this agreement after providing 24-hour prior notification to the Owner and allowing the Owner the opportunity to accompany the City representative.



8. **Testing of Backflow Device.** Owner shall test the backflow device once a year for the life of the water service.
9. **Indemnification.** To the full extent permitted by law, Owner shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Owner, in whole or in part, arising out of the water service provided under this Agreement, excepting liabilities due to the admitted or adjudicated willful misconduct of City. Owner's obligation to indemnify the City pursuant to this section shall specifically include, but not be limited to, any claim made or litigation filed against the City or liability imposed against the City, related to the Indemnification Agreement in favor of the Local Agency Formation Commission of Napa County signed by the City and the Owner. If the adjudicated or admitted willful misconduct of City has contributed to a loss, Owner shall not be obligated to indemnify City for the proportionate share of such loss caused by such willful misconduct.
10. **Future Annexation.** Owner hereby agrees not to file an objection to any future requests to annex the property into the City. The Parties agree that this Agreement shall serve as a petition to annex, which the City may pursue by proposing a boundary change or reorganization to LAFCO by submitting a resolution adopted by the City Council in the event that there is a voter-approved modification of the City's RUL.
11. **Agreement to Run with the Land.** It is the intention of the parties hereto that this Agreement shall run with the land and shall be binding upon all parties having any right, title, and interest in the real Property, or any part thereof, and their heirs, successors, and assigns. This Agreement shall be recorded to provide notice of such intention.
12. **Default.** In the event of Owner's default, City reserves to itself all remedies available to law and equities. Owner agrees that City has full discretion in choosing any remedy or remedies to pursue, and that the waiver of City to take enforcement action shall not be construed as a waiver of that or any subsequent default or breach. In addition to all the remedies available at law and in equity, City may also hold or revoke any and all building, zoning, and occupancy permits issued and may take such actions as are necessary to terminate water service to the Property until such time as the violation has been remedied.
13. **Damages for Breach.** Any material breach of this agreement not explicitly described in this Agreement will result in a time and materials charge for any staff time incurred to address the breach, at the fully encumbered hourly rate for each City employee, and may result in termination of water service.
14. **Notices.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact

information identified in this section by providing notice to the other party.

To City: City of Napa, Public Works - Water Division  
P.O. Box 660  
Napa, CA 94559-0660

To Owner: Buller Family Trust  
Attn: Delores Buller  
PO Box 737  
Railroad Flat, CA 95248-0737

To User: Whetstone Wine Cellars  
1075 Atlas Peak Road  
Napa, CA 94558

#### **15. General Provisions.**

- a. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
- b. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
- c. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.
- d. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Owners' duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
- e. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
- f. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
- g. Time. Time is of the essence in carrying out the duties hereunder.
- h. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior

negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

- i. Each Party's Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- j. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Owners and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF NAPA:**

Jacques R. LaRoche  
(Signature)  
Jacques R. LaRoche, Public Works Director  
(Type name and title)

**OWNER:**

By: Delores Buller  
(Signature)  
Delores Buller, Trustee  
(Types name [and title if applicable])

**ATTEST:**

Lisa Blackmon  
(Signature) Lisa Blackmon, Deputy City Clerk

For Dorothy Roberts, City Clerk  
(Type name and title)

**COUNTERSIGNED:**

Desiree Brun  
(Signature)

For Desiree Brun, City Auditor  
(Type name and title)  
SASHA PAYASLIAN, DEPUTY CITY AUDITOR

**APPROVED AS TO FORM:**

Michael W. Barrett  
(Signature)  
Michael W. Barrett, City Attorney  
(Type name and title)

**ATTACH NOTARY ACKNOWLEDGEMENT**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

County of

AMADOR

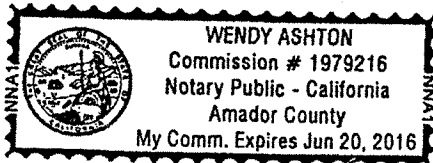
On

10/16/14  
Date

before me,

WENDY ASHTON, Notary Public  
Here Insert Name and Title of the Officer

personally appeared

DELORES BULLER  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature:

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

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

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

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

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

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

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

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

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OF SIGNER**  
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Signer's Name: \_\_\_\_\_

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

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

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OF SIGNER**  
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## ACKNOWLEDGMENT

State of California  
County of Napa

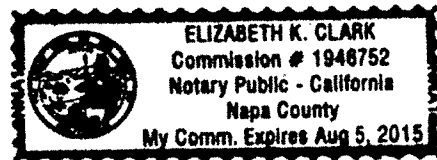
On December 4, 2014 before me, Elizabeth K. Clark, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Elizabeth K. Clark (Seal)





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Location Map: 1075 Atlas Peak Rd.  
APN 039-320-008-000



# ATTACHMENT B

## Wastewater Feasibility Report



## SEPTIC FEASIBILITY REPORT

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### FOR THE JESSEL ART GALLERY & PRIME SOLUM TASTING ROOM

PROJECT LOCATED AT

1019 ATLAS PEAK ROAD  
NAPA, CA 94558

COUNTY: NAPA  
APN: 039-320-008

INITIAL SUBMITTAL: AUGUST 24, 2015  
REVISION 1: JANUARY 11, 2016

PREPARED FOR REVIEW BY:

**NAPA COUNTY PLANNING, BUILDING,  
AND ENVIRONMENTAL SERVICES**  
1195 THIRD STREET  
NAPA, CA 94559



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## I. INTRODUCTION

Jessel Art Gallery and Prime Solum Tasting Room are applying to Napa County for individual Use Permits to operate independent businesses on a single parcel located at 1019 Atlas Peak Road in Napa County also known as Napa County Assessor's parcel number (APN) 039-320-008. In addition, the Jessel Art Gallery has been operating on the parcel for over thirty years and seeks to obtain an ex post facto use permit for the gallery. Conversely, Prime Solum is proposing a new tasting room to be operated on the subject parcel.

The parcel has four additional residential and business operations which include:

- A single family residence,
- A residential studio apartment,
- Del Dotto Winery,
- Whetstone Wine Cellars Tasting Room

Jessel Art Gallery includes a gallery, studio, and classroom in a building located on the southeastern area of the parcel. Prime Solum proposes to convert a storage building adjacent to the Jessel Art Gallery Building to a new wine tasting room. The residential studio is located on a second story of the Jessel building.

This report has been prepared for the following purposes:

- Synopsis of the completed site evaluations for the parcel;
- Synopsis of the available information related to the existing wastewater systems located on the parcel;
- Establish code compliant reserve areas for existing uses on the parcel;
- Provide a code-compliant wastewater treatment system (primary and reserve) for the Jessel Art Gallery and Prime Solum projects.

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## II. SITE EVALUATIONS

A site evaluation is required by Napa County to determine whether the in-situ soils are suitable for dispersal of treated effluent and determine the type of treatment and dispersal system allowed for the soils encountered. Following is a synopsis of the site evaluations completed on the subject parcel.

### Site Evaluation #1: Applied Civil Engineering

Applied Civil Engineering (ACE), Napa, CA, completed a site evaluation on February 10, 2011, to locate suitable soils for wastewater dispersal and/or reserve areas at various locations on the parcel. This site evaluation was conducted to support the development of the Whetstone Wine Cellars Tasting Room use permit. ACE evaluated ten test pits and determined all test pits were suitable for wastewater dispersal. The soils encountered in these test pits were determined to be clay loam and sandy clay loam with soil depths ranging from 24" to 72". ACE prepared an "Onsite Wastewater Disposal Feasibility Study" for the Whetstone project. The completed site evaluation report denoting the test pit locations and soil findings can be found in Appendix 3 of this ACE Study. The Study is included in this report in Appendix 2.



#### Site Evaluation #2: Delta Consulting & Engineering

To supplement the ACE site evaluation, a second site evaluation was conducted by this office on July 22, 2015, to evaluate additional soil conditions on the slope between the Jessel/Prime Solum buildings and the Del Dotto Winery buildings. Four test pits were excavated and evaluated. The soils found were determined to be clay loam and sandy clay loam, soil depths ranging from 12" to 59", and with a moderate soil structure. The site evaluation denoting the test pit locations and soil findings can be found in Appendix 3 of this report.

The wastewater dispersal system for the combined Jessel/Prime Solum project will be located in the vicinity of Delta's site evaluation test pit #1 and ACE's site evaluation test pit #9. The reserve field is proposed to be placed over test pits #7 and #8 from the ACE site evaluation. See Appendix 5 for the proposed system layout.

---

### III. EXISTING WASTEWATER FLOWS AND TREATMENT SYSTEMS

#### A. **Wastewater Generation**

As noted in Section I, four existing wastewater generating uses are located on the subject parcel. Each use has an associated septic tank and standard gravity leach field. The approximate location of the existing septic systems is shown in an exhibit located in Appendix 1. Following is a summary of each of the existing uses with a summary of their wastewater systems:

1. **Single Family Residence (Western Residence aka "Winery Cottage")**  
The single family residence is located at the northwest corner of the parcel. Based on the septic feasibility report prepared by ACE dated October 10, 2012, the estimated domestic wastewater generated from the residence is 450 gallons per day<sup>1</sup> and the septic tank and standard gravity leach field is located to the south of the existing residence. No changes will be made to the residence as part of the Jessel/Prime Solum entitlement process. There is no reserve area established for the residence. This report shall designate a reserve area for this use over ACE test pits #7 and #8. See Appendix 1 for the location of the Del Dotto Winery Buildings and the respective wastewater system.
2. **Del Dotto Winery Building**  
The three Del Dotto Winery Buildings are located along the east side of the property toward the central portion of the parcel. Based on a wastewater system calculations report prepared by Guadalupe Chavarria, P.E. dated December 13, 2013, the estimated process wastewater generated from the Del Dotto Winery Buildings is 867 gallons per day<sup>2</sup>.

According to Mr. Chavarria and Kim Withrow with Napa County Environmental Health, the Del Dotto Winery Buildings are served by two separate septic systems

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<sup>1</sup> Onsite Wastewater Disposal Feasibility Study for the Whetstone Wine Cellars Tasting Bar, Applied Civil Engineering, table on page 6, Appendix 2.

<sup>2</sup> Del Dotto Winery New Winery, Residence(s), and Tasting Room, Quadalupe Chavarria, table page 1, Appendix 4.





(septic tank with standard gravity leach fields). As the southern septic system has been paved and is being used as a parking area (not allowed in County code), this system is proposed to be abandoned in place with the associated wastewater conveyed to the northern system. The northern septic system will be expanded to account for the additional wastewater flows. This work is not a part of this report. There is no reserve area established for the winery. This report shall designate a reserve area for the winery over ACE test pits #7 and #8. See Appendix 1 for the location of the Del Dotto Winery Buildings and the respective wastewater system.

3. Whetstone Wine Cellars Tasting Room

The Whetstone Tasting Room is located at the northeast corner of the parcel along the eastern property line. Per a study completed by ACE, the estimated domestic wastewater generated from Tasting Room is 165 gallons per day<sup>3</sup>. According to the ACE Study, the septic tank and standard gravity leach field are to be installed in the vicinity of ACE's site evaluation test pits #4 and # 5 with a 100% reserve field designed in the vicinity of ACE test pit #2<sup>4</sup>. See Appendix 1 for the location of the septic leach field and reserve field. As the ACE Study included designs for the primary and the reserve field, no changes will be made to the Whetstone primary or reserve system as part of the Jessel/Prime Solum entitlement process.

4. Residential Studio (Second floor of Jessel Art Gallery building)

The one-bedroom residential studio is located on the second floor above the Jessel Art Gallery. Based on Napa County standards, the estimated domestic wastewater generated from the residential studio is 150 gallons per day. The wastewater flows from the Studio is combined with the art gallery in a septic tank and distributed to land via a gravity leach field. No reserve area is established for this system.

As part of the Jessel/Prime Solum use permit, the existing wastewater system which serves the studio and the Jessel Gallery is to be abandoned and replaced with a code compliant wastewater treatment system (primary and reserve). See Appendix 1 for the approximate location of the existing septic leach field to be abandoned.

**B. Summary: Existing Wastewater Flow**

The four uses on the property excluding the proposed Prime Solum Tasting Room and the existing Jessel Art Gallery are summarized below:

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<sup>3</sup> ACE Feasibility Study, page 4, Appendix 2.

<sup>4</sup> ACE Feasibility Study, pages 4-5, Appendix 2



Table 1: Existing System Summary				
Use	Design Flow (GPD)	System Type	Reserve Established	Notes
Single Family Residence	450	ST/SG	No	Reserve to be established
Del Dotto Winery	867	ST/SG	No	Reserve to be established
Whetstone Tasting Room	167	ST/SG	Yes	Reserve established
Jessel Gallery/Studio	150	ST/SG	No	System to be abandoned, new system

A code compliant primary treatment system for the Jessel Gallery, the Studio Apartment, and Prime Solum Tasting Room are proposed to be combined into a single engineered treatment system. Reserve area for the Single Family Residence, Del Dotto Winery, Jessel Gallery, the Studio Apartment, and Prime Solum Tasting Room are to be established as part of this report.

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#### **IV. PROPOSED WASTEWATER TREATMENT SYSTEM:** **JESSEL GALLERY & PRIME SOLUM TASTING ROOM**

##### **A. Wastewater Generation**

The domestic wastewater (DW) generated from Prime Solum, Jessel Art Gallery, and the residential studio are proposed to be combined into a single engineered wastewater treatment and dispersal system. The anticipated/design flowrate of the combined system is dependent on the number of employees, number of daily visitors, number of event visitors, and residential bedrooms.

The proposed marketing plans for both Prime Solum and Jessel Gallery are noted below:

##### **Jessel Gallery**

- Visitation: 8 guests per day
  - No visitation on the first Monday event
  - First Monday Event: 60 people on the first Monday of every month (not open to other visitations on days these events occur)
- Employees: 2 Full-Time Employees, 1 Part-Time Employee

##### **Residential Studio**

- One bedroom

##### **Prime Solum**

- Visitation:
  - 125 guests per day (Non-First Monday event days)
  - First Monday event at Jessel: 10 guests per day by appointment only
- Employees: 2 Full-Time Employees, 8 Part-Time Employees
- Catered Events: As described in the UP application. These events will utilize portable toilets, and will not result in additional wastewater flow.
- Meals Prepared Onsite: Up to 12 meals per day in the proposed kitchen



Based on the respective marketing plans for the Jessel Gallery and Prime Solum Tasting Room, there are two potential circumstances with respect to wastewater generation:

- Circumstance #1: The Jessel Gallery hosts a 'First Monday Event' of each month
- Circumstance #2: All other days of the month.

Both of these circumstances are analyzed as follows to determine the peak wastewater flowrate for the art gallery, Prime Solum, and the studio apartment:

Circumstance 1: First Monday Event

The first circumstance occurs when Jessel Art Gallery hosts the First Monday of the Month event. The table below summarizes of the anticipated/design flowrates based on the marketing plan:

Circumstance One: First Monday Event			
	Maximum Quantity (persons)	Waste Flow (GPP)*	Gallons Per Day
<b>Residential Studio</b>		120	120
<b>Jessel Art Gallery</b>			
Employees	3	15	45
First Monday Event	60	3	180
<b>Prime Solum</b>			
Employees	10	15	150
Visitation	10	3	30
		<b>Total:</b>	<b>525</b>

Table 2: Circumstance One - First Monday

The wastewater flow generated from the First Monday Event is **525 gallons per day**.

Circumstance 2: All other days of the month

The second circumstance occurs on all other days of a given month. See the table below for a summary of the proposed uses based on the marketing plan:



Circumstance Two: All Other Days			
	Maximum Quantity (persons)	Waste Flow (GPP)*	Gallons Per Day
<b>Residential Studio</b>		120	120
<b>Jessel Art Gallery</b>			
Employees	3	15	45
Visitation	8	3	24
<b>Prime Solum</b>			
Employees	10	15	150
Visitation	125	3	375
Kitchen: Meals	12	15	180
		<b>Total:</b>	<b>894</b>

Table 3: Circumstance Two - All Other Days

The domestic wastewater flow generated from all other days is 894 gallons per day.

Comparing the two circumstances, the maximum daily peak wastewater flowrate is derived from Circumstance 2 with an associated estimated wastewater flow rate of **894 gallons per day**. The combined code compliant wastewater treatment system to serve the Jessel Gallery, Prime Solum, and the studio will be designed to treat and disperse this flow.

#### B. Proposed Primary Treatment System

The wastewater treatment system for the combined wastewater generated by Prime Solum, Jessel Art Gallery, and the residential studio is proposed to be treated by a standard septic tank, an Orenco Systems AX-20 secondary treatment unit, and final dispersal via an engineered sub-surface drip system.

As discussed in Section II, two site evaluations have been completed on the parcel:

- Applied Civil Engineering: 10 test pits
- Delta Consulting & Engineering: 4 test pits

The proposed combined treated wastewater dispersal system will be centered over test pit #1 from the Delta site evaluation and test pit #9 from the ACE site evaluation. The soil type for test pit #1 and test pit #9 was classified as sandy clay loam and clay loam respectively with an associated acceptable depth of 48 inches. As Clay Loam has a more restrictive application rate of 0.60 gallons/ft<sup>2</sup>/day than sandy clay loam, the clay loam application rate will be used for design purposes.

Based on the combined peak daily flow of 894 gallons per day and an application rate of 0.60 gallons/ft<sup>2</sup>/day, an area of 1,490 square feet is required for the sub-surface drip dispersal system. The dispersal system will consist of nine (9) driplines at 83.33 feet each for a total length of 750 linear feet. See the proposed wastewater treatment dispersal system site map in Appendix 5 for the installation area.



Following is a flow chart of the proposed combined engineered sub-surface drip treatment system:

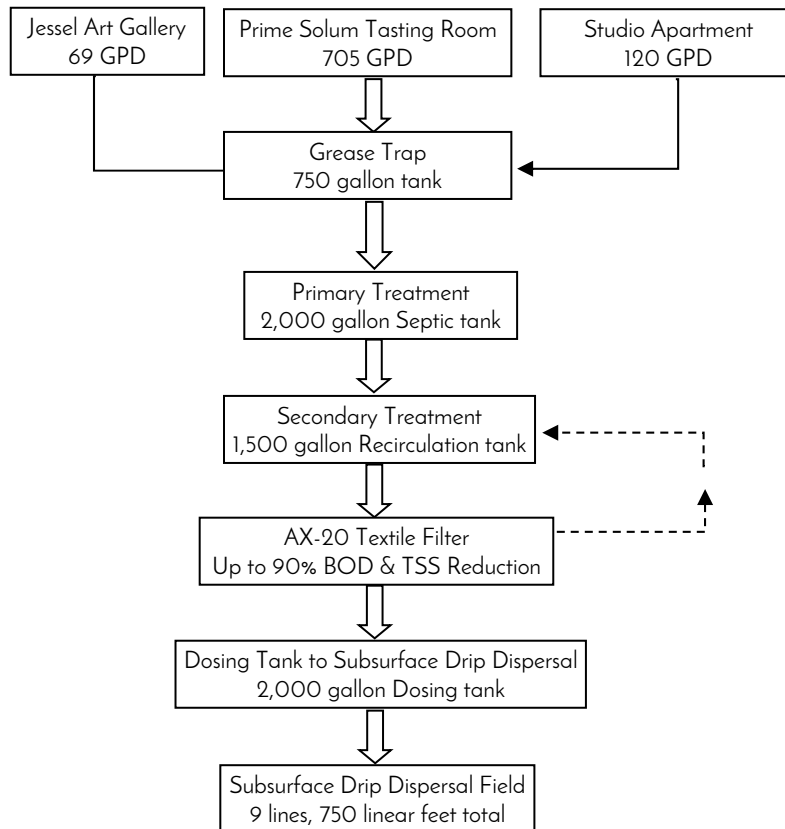


Figure 1: Proposed Wastewater Treatment System Schematic

### C. Proposed Reserve Treatment System

In the event that the primary wastewater dispersal system fails, a reserve area is required to be designated. The reserve area must be sized to accept 100% of the daily flow for standard gravity systems and 200% of the daily flow rate for engineered systems. For the existing and proposed uses on the parcel (the single family residence, Del Dotto Winery, and the Jessel/Prime Solum/Studio), new reserve fields are required to be established. Following is a summary of the wastewater flows which require establishment of a reserve field:

Type of Use	Design Flow (GPD)
Single Family Residence	360
Del Dotto Winery Buildings	867
Jessel Art Gallery/Prime Solum	894
Total:	2,121

Table 4: Reserve Field Requirements



Based on the various uses, the daily peak wastewater flowrate is 2,121 gallons per day. Similar to the combined primary treatment dispersal system for Jessel/Prime Solum/Studio Apartment, the reserve field for these uses will be designed as an engineered sub-surface drip dispersal system with the necessary secondary treatment system to meet State dispersal standards for the associated use. The reserve field these uses will be centered over ACE site evaluation test pits # 7 and #8. The soil type for test pits #7 and #8 was classified as clay loam and has an application rate of 0.60 gallons/ft<sup>2</sup>/day.

Based on the peak flowrate of 2,121 gpd, an application rate of 0.60 gallons/ft<sup>2</sup>/day, and a 200% of the daily flowrate requirement, the reserve field requires a minimum area of 7,070 square feet (rounded to 7,100 square feet). See the proposed wastewater treatment system site map in Appendix 1 and Appendix 5.

---

## V. CONCLUSION

Based on the analysis of the existing and proposed uses in this report, suitable soil and available area exists on the parcel for code compliant wastewater dispersal fields (primary and reserve) to serve the Jessel Art Gallery/Studio Apartment and Prime Solum projects and designate the required reserve area for the residence and Del Dotto Winery uses. The Whetstone Tasting Room has a code compliant primary and reserve fields established.

The existing septic system serving the Jessel Gallery/Studio Apartment will be abandoned per Napa County Standards and a new engineered treatment system with sub-surface drip dispersal will be required to be designed, permitted, and constructed to treat and disperse the wastewater generated from Jessel Gallery, Prime Solum, and the residential studio.





## IX. APPENDIX

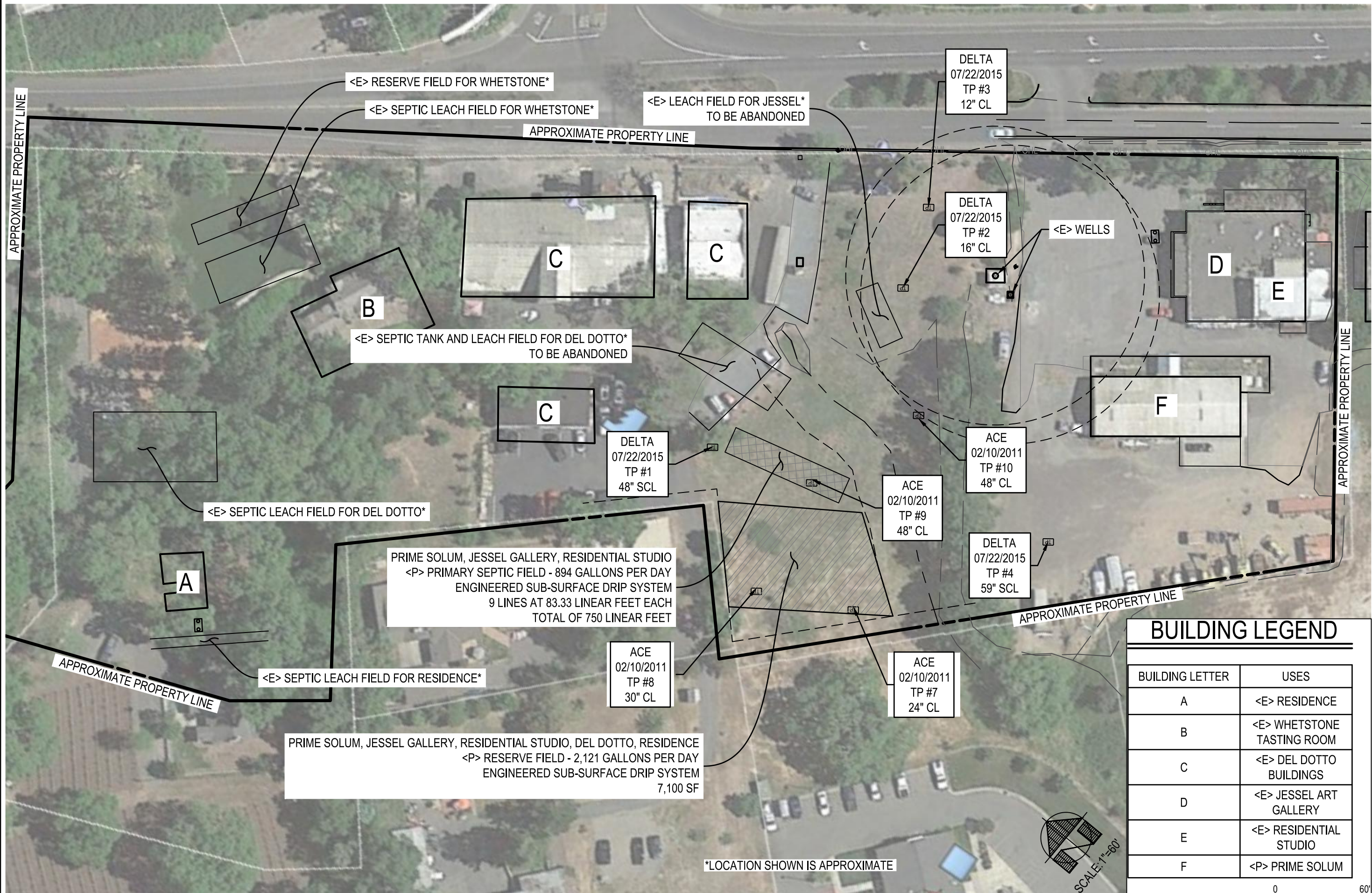
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- 1 Overall Site Plan
- 2 ACE Study: Onsite Wastewater Disposal Feasibility Study for the Whetstone Wine Cellars Tasting Bar
- 3 Delta Consulting & Engineering: Site Evaluation Report
- 4 Calculations: Del Dotto Winery
- 5 Proposed Wastewater Treatment System Plan



APPENDIX 1:  
OVERALL SITE PLAN





OVERALL SITE PLAN

MAP FROM GOOGLE EARTH IMAGERY DATED 04/01/2015

BUILDING LEGEND	
BUILDING LETTER	USES
A	<E> RESIDENCE
B	<E> WHETSTONE TASTING ROOM
C	<E> DEL DOTTO BUILDINGS
D	<E> JESSEL ART GALLERY
E	<E> RESIDENTIAL STUDIO
F	<P> PRIME SOLUM

DATE: 12/30/2015  
SCALE: 1"=60'  
JOB #: 15.005  
APN: 039-320-008

1 OF 1

SEPTIC FEASIBILITY  
OVERALL SITE PLAN

NAPA

CA

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