

**City of Napa
Napa, California**

Floodway Development Check List

Project: _____

- ___ 1. All analyses must be prepared by a Registered Civil Engineer.
- ___ 2. The applicant shall supplement the existing data by adding one or more cross sections across the entire floodway, prepared from field measurements. The number of additional cross sections required shall be determined by the Public Works Department, and the minimum requirement shall be one additional cross section at the site.
- ___ 3. Base Case Analysis – Applicant shall prepare and submit for review a 100-year water surface profile analysis of the entire length of the floodway within the City of Napa utilizing the 1988 FEMA data and analysis method, without the imposition of any development which has occurred since the original study except that the subject project shall be included. An explanation of the basis of how the subject project is added shall be provided.
 - ___ a. In the event that the applicant's project is in close proximity to the City limits, the analysis shall extend into the unincorporated area a sufficient distance, as determined by the analysis results, to demonstrate that there are no impacts beyond the analysis limits.
 - ___ b. The requirement to be met is: There shall be zero increase in the water surface profile for the entire length of the floodway when compared to the 1988 FEMA elevations.
- ___ 4. Cumulative Analysis – Applicant shall prepare and submit for review a 100-year water surface profile analysis, using an approved analysis method, of the entire length of the floodway within the City of Napa utilizing updated floodplain data that includes all floodway development which has occurred, or which has been approved but not constructed, since the original study. Applicant shall use City furnished data for the additional development and the base-study data available in City files. A similar analysis adding in the subject project shall be made.
 - ___ a. In the event that the applicant's project is in close proximity to the City limits, the analysis shall extend into the unincorporated area a sufficient distance, as determined by the analysis results, to demonstrate that there are no impacts beyond the analysis limits.
 - ___ b. The requirement to be met: There shall be zero increase in the water surface profile for the entire length of the floodway.
- ___ 5. Site Analysis – Applicant shall prepare and submit for review an analysis of the site, including adjacent property which may be impacted. Analysis shall include:

- _____ a. A floodway blockage before and after comparison.
- _____ b. Detail and analysis of flood flow and velocity changes which will result from the proposed project.
- _____ c. Applicant shall submit an accurate topographic drawing of the proposed project including structures or other blockages on adjacent properties. The drawing shall identify the flood flow patterns through the proposed project.
- _____ d. Any adverse impacts shall be 100% mitigated. Specific compensatory action to increase flood carrying capacity must be proposed for any increase in blockage, and for any adverse change in flood flow or velocity. The ability to pass debris must be considered.
- _____ e. Mitigation measures and compensatory actions proposed shall be verified by recomputing the 100-year water surface profile under items 3 and 4 above.

_____ 6. Permanent Record – All analyses shall, after review and final modification, be submitted in a form that will provide a permanent record.

_____ 7. Certificates – The engineer shall end his report with a certification that states as follows:

I hereby certify that all work accomplished in a conduct of this study was done in accordance with the requirements of the City of Napa’s Floodway Ordinance and accepted engineering practice. I further certify that, in my opinion, there will be no rise in flood levels within the community as a result of the construction of this project.

Signature

_____ 8. Hold Harmless Agreement – The following paragraph shall be included in the agreement with the City, that requires the applicant to indemnify the City and assume liability for flood losses that may result from the construction of the project.

“Developer agrees to protect, release, defend, and hold harmless City, its officials, employees and agents from and against all claims, demands, causes of action, liabilities, costs, expenses and loss of any sort which may be asserted by any person, including Developer, from any cause whatsoever, directly or indirectly, arising out of or connection with the activities of Developer, its agents and employees, regardless of City’s concurrent negligence and including, but not limited to, claims, demands, causes of action, liabilities, costs, expenses or loss arising out of or because of the design, construction or maintenance of draining improvements as provided herein, to property owners as a consequence of the diversion of waters from the design, construction or maintenance of the drainage

systems. Acceptance by the City of the improvements shall not constitute an assumption by the City of any responsibility for such damage or undertaking nor release Developer from its obligations hereunder. City shall not be an insurer or surety for design or construction of the project pursuant to the improvement plans. Specifically, City is not undertaking to conduct an independent review of the Developer's floodway development analysis and is relying upon the registered civil engineer of said Developer for the accuracy of that analysis in approving or permitting the project. This indemnification shall survive termination of the Agreement.