City of St. Helena
Measure H Oversight Committee
Regular Meeting
City Hall Conference Room, 1088 College Avenue, St. Helena
Wednesday, August 9, 2023 @ 10:00 AM

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the "Oral Communication" portion of the agenda may do so, but please observe the time limit of four minutes. Members of the public and other parties are welcome to email their comments to the Staff Liaison Yosselyn Valencia at yvalencia@cityofsthelena.org

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1. CALL TO ORDER

2. ROLL CALL
Chair: Chris Warner
Vice Chair: Jeffrey Green
Members: Richard Corsetti, Jay Kouba, and Mario Trinchero
Staff Liaison: Yosselyn Valencia, Finance Manager

3. PUBLIC FORUM:
An opportunity for the public to directly address the Committee on items of interest to the public that are not listed on the agenda. Any person addressing the Committee should provide his or her name and address, and limit comments to four minutes. **Because of restrictions imposed by the Brown Act, the Committee may not engage in substantive discussion, nor take action on matters not described on the agenda.**

4. REPORTS BY STAFF AND COMMITTEE:
Reports by staff and/or committee on items of general interest. ***Brief questions for clarification may be posed and answered, and Committee may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the Active Transportation & Sustainability Committee.***

5. CONSENT CALENDAR:
Members of the Committee or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, on motion may be used to adopt all recommendation actions.

    5.1. None

6. SCHEDULED MATTERS:

    6.1. Brown Act Training by Cindy Tzafopoulos, City Clerk — 3 - 20
    Presentation

    6.2. Roles and Scope of the Measure H Committee and GO Bond Project Timeline — 21 - 64
    Prepared By: Yosselyn Valencia, Finance Manager
    Staff Report
    Attachment A - GO Bond Capital Improvement Projects

Attachment B - 2022-98 AUTHORIZING ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS

7. ADJOURNMENT

The next regular Committee meeting is scheduled for February 21, 2024 at 10:00 am, City Hall Conference Room, 1088 College Avenue, St. Helena.

This agenda was posted at City Hall, 1088 College Avenue, St. Helena on August 4, 2023.

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Yosselyn Valencia, Finance Manager

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 968-2742. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility.


BROWN ACT TRAINING
PRESENTED BY
CINDY TZAFOPOULOS, CITY CLERK

Basic Rule of the Brown Act

- All meetings of the legislative body (elected and appointed) of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in [the Brown Act].” § 54950
- All meetings of the legislative body of a local agency must be open and public. § 54951
  - Cities are “local agencies”

“Ad-Hoc” Advisory Committee Exception

- All committees established by a legislative body must comply with the Brown Act, UNLESS it:
  - Is ADVISORY, not decision-making; AND
  - Includes ONLY Board Members; AND
  - Includes LESS than a quorum; AND
  - Does NOT have continuing subject matter jurisdiction; AND
  - Is NOT meeting on a fixed schedule set by the Board.

MEETINGS

- A **“meeting”** includes any gathering of a **majority** of the **members** of a legislative body at the **same time and location** to **hear, discuss, deliberate or take action** upon any item which is within its **subject matter jurisdiction.**

Types of Meetings

- **Formal Meetings**
  - Regular meetings
  - Special meetings
- **Informal Meetings**
  - Daisy Chain
  - Hub and Spoke
  - E-mail/Social Media/Technology

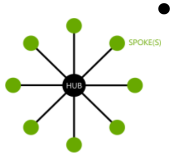
Special Meetings

- The presiding officer or a majority of the legislative body may call a special meeting at any time.
- Written notice must be delivered at least 24-hours before the time of the meeting to each legislative body member (unless waived in writing) and to each local newspaper of general circulation, radio and TV station which has requested such notice in writing.
- Only the business set forth in the notice may be considered at the meeting.

§ 54956

Serial Meetings

- Daisy Chain: If Member A contacts Member B, and Member B contacts Member C, and so on, until a quorum has been involved, this type of “serial meeting” may result in a violation of the Brown Act.



- Hub and spoke: An intermediary -- such as a staff member or even a developer or applicant -- contacts at least a quorum of the members to develop a collective concurrence on action to be taken by the legislative body.

- Use of e-mail or other technology/media by a majority of a legislative body to discuss, deliberate, or take action on items within the body’s jurisdiction violates the Brown Act.

Recommendations for E-mail

- Avoid sending e-mails to the whole legislative body.
  – If necessary, provide information only.
  – Do not solicit a response.

- Be careful replying to e-mails.
  – Do not communicate your position or make a commitment on a pending matter.
  – Do not direct a reply to a majority of the legislative body.

- Think carefully before sending any e-mail.
  – Remember, your e-mail can be forwarded by others to a majority of the legislative body.

Non-Meetings

- An employee or official of a local agency may engage in **“*separate conversations or communications*”** outside of a meeting in order to **“*answer questions or provide information*”** so long as that person **“*does not communicate to members of the legislative body the comments or positions of any other member or members*.”**

  § 54952.2(b)(2).
- Attendance by a majority of members at:
  - A **conference** that is related to the business of the agency that is **open to the public**;

  Provided that a majority of the members do not discuss amongst themselves business “of a specific nature” that is within the subject matter jurisdiction of the agency.

  § 54952.2 (c)(2)

- Attendance by a majority of members at:
  - An **open and publicized meeting** organized to address a topic of local community concern by **a person or organization other than the local agency**;

  Provided that a majority of the members do not discuss amongst themselves business “of a specific nature” that is within the subject matter jurisdiction of the agency.

  § 54952.2(c)(3)

Non-Meetings

- Attendance by a majority of members at:
  - A **purely social or ceremonial occasion**,

  Provided that a majority of the members do not discuss amongst themselves business "of a specific nature" that is within the subject matter jurisdiction of the agency.

  54952.2

- Attendance by a majority of members at:
  - An **open and noticed meeting of a standing committee** of that body,

  Provided that the members of the legislative body who are not members of the standing committee **attend only as observers.**

  § 54952.2(c)(6)

AGENDA REQUIREMENTS AND DESCRIPTION

- Agenda Posting Requirements
- Agenda Description
- Public Comment
- Non-Agendized Items
- Adding Items to an Agenda

- Each item of business to be "*transacted or discussed*," including items to be discussed in closed session, must be the subject of a "***brief general description***" which generally need not exceed 20 words.

§ 54954.2(a)(1)

Non-Agendized Items

- Action or discussion on any item not appearing on the posted agenda is generally prohibited.
- Members may only:
  - Briefly respond to public statements or questions,
  - Ask a question for clarification,
  - Make a brief announcement,
  - Make a brief report on his or her activities,
  - Provide a reference to staff or other sources for factual information, or
  - Request staff to report back to the legislative body in a subsequent meeting.
- The legislative body may direct staff to place the matter on a future agenda. § 54954.2(a)(2)

Meeting Documents

- The public has the **right to review** agendas and other writings distributed to a majority of the legislative body (except for privileged documents). A fee or deposit may be charged for a copy of a public record.

  § 54957.5(a) and (c)

- Writings must be made public:
  - **at the time distributed** to a majority of the legislative body (before or at a meeting) if prepared by the agency or a member of its legislative body, or
  - **after the meeting** if prepared by some other person.

  § 54957.5(b) and (c)

Recording of Meetings

- The public is allowed to use audio or video tape recorders or still or motion picture cameras at an open meeting, absent a reasonable finding by the legislative body that such recording, if continued, would persistently disrupt the proceedings due to noise, illumination, or obstruction of view. § 54953.5

Public Participation

- A regular meeting agenda must allow an opportunity for members of the public to speak **<u>on any item of interest</u>**, so long as the item is **<u>within the subject matter jurisdiction</u>** of the legislative body.
- The public must be allowed to speak on a **<u>specific item</u>** of business **<u>before</u>** or **<u>during</u>** the legislative body's consideration of it.
- Public comments at **<u>special meetings</u>** can be **<u>limited to agenda items only</u>**.

§ 54954.3 (a)

- Public comment is four minutes.

Limits on Public Participation

- The legislative body may **remove persons** from a meeting who willfully interrupt proceedings. If order still cannot be restored, the meeting room may be **cleared**.
- Members of the **news media** who have not participated in the disturbance must be allowed to continue to attend the meeting.

  § 54957.9
- The legislative body **cannot prohibit public criticism** of policies, procedures, programs, or services of the agency or the omissions of the legislative body itself.

Voting Disclosure

- Legislative bodies must publicly report:
  - any action taken; and
  - the vote or abstention on each action taken by each member present for the action at a meeting.

§ 54953(c)(2)

Where action is taken other than by a roll-call vote:

- The names of each member present who dissented, abstained, or otherwise did not participate should be stated so that there is a clear record of how the entire body voted.
- This information should be included in the minutes of the meeting, along with accurate records of each member's attendance at the meeting.

Questions?

Agenda Report to the Measure H Oversight Committee

Agenda Section:

Department: Finance

DATE:	August 9, 2023
FROM:	Yosselyn Valencia, Finance Manager
SUBJECT:	Roles and Scope of the Measure H Committee and GO Bond Project Timeline
RECOMMENDED ACTION:	None. Informational Only
STATEMENT OF THE PURPOSE:	Inaugural meeting for the Measure H Oversight Committee
FINANCIAL IMPACT:	There is no fiscal impact

BACKGROUND:

On February 22, 2022, the City Council adopted Ordinance 2022-3 (Measure H), an ordinance ordering the submission of a proposition to incur bonded indebtedness to the voters. Measure H was successful in the June 2022 election.

The object and purpose of the Bonds is to finance the costs of municipal improvement projects of the City (the "Improvements"), consisting of drinking water system improvements, including but not limited to Bell Canyon Spillway repairs, water main rehabilitation and replacements, valve replacements, Bell Canyon Phreatic Surface Monitoring, lower reservoir rehabilitation, and replacing pipes to increase fire flow, sewer system improvements, including but not limited to replacing pipes and making Crinella Lift Station improvements, stormwater system improvements, including but not limited to replacing pipes, drains, culverts and other components of the system, and recycled water system improvements, including but not limited to providing pump station and pipes to distribute recycled water, all as acquired or constructed by the City to protect local water quality/supply, improve drought resilience, keep sewage, pollution, trash and chemicals from local rivers, creeks and streams, and protect safe, sustainable, local water sources.

The first bond issuance occurred on November 15, 2022. The primary governing document for the 2022 Obligation Bonds is the Resolution of Issuance (Attachment B). To access the Official Statement please click the following link: 2022 General Obligation Bonds.

The authorization to issue bonds to fund the actions noted above required the formation of a Measure H Oversight Committee. On November 22, 2022, Council authorized the recruitment of a committee to consist of five St. Helena community residents appointed by the City Council. The Chair of the Measure H Oversight Committee was appointed by the Council. It is expected that the Measure H Oversight Committee will meet two times per year until the expenditure of the bond proceeds is complete, at which time a final report will be issued, and the committee disbanded.

DISCUSSION:

With the passage of Measure H, in June 2022, and the issuance sale of the first bond, in November 2022, the City moved forward with the required formation of the Measure H Oversight Committee. The Committee will serve in an advisory role and will not be responsible for managing or directing staff or project activities, it will leverage the experience, expertise, and insight of its members to ensure the bond proceeds are spent in accordance with the provisions of Ordinance 2022-3 (Measure H). In addition, the Committee is an advisory body to the City Council and is not an independent decision-making body. All of its recommendations are subject to approval of the City Council. Meetings of the Bond Oversight Committee will be open to the public and will serve to educate the community on how bond funds are being expended.

The inaugural meeting of the Measure H Oversight Committee is scheduled for August 9, 2023, at City Hall. The committee comprises Chair Chris Warner, Vice Chair Jeffrey Green, and Members Richard Corsetti, Jay Kouba, and Mario Trinchero, along with City staff.

The inaugural meeting will include the following agenda: Brown Act training, Roles and Scope of the Measure H Committee, and the Project Timeline for the Measure H Bond tranches.

The following chart is an estimated timeline for Phase I GO Bond Projects:

GO Bond Projects	Description	GO Bond Estimated Costs	Phase I - December 2022		
			Scope	Estimated Completion Date	Estimated Amount
Stormwater System Improvements*	Replace undersized portions of the stormwater collection system	9,580,000	SD-1A, Oak Ave Spring to Madrona	Fall 2023	1,154,000
Stormwater System Rehabilitation and Replacement	Replacement of approximately 15,200 ft of the stormwater collection system	950,000			
Bell Canyon Spillway Repairs	Repair spillway	130,000	Completed		Completed
Water Main Replacement Program	Complete 20,700 feet of water main rehabilitation and replacement projects	1,440,000			
Unfunded CIP Projects	Projects include: W-85 Bell House Valve Replacement W18-120 Bell Canyon Phreatic Surface Monitoring W-108 Lower Reservoir Rehab	620,000	W18-120 Phreatic Surface Monitoring	Fall 2023	100,000
Water Distribution Fire Flow Improvements	Replace smaller diameter (6" or less) pipelines with larger diameter pipes; in total, 4,900 linear feet (0.9 miles) of fire flow improvements are recommended	1,500,000	PWFF-3, PWFF-6, PWFF-8, PWFF-9 In House Design, Summer 2023 Construction	Summer 2023	312,000
Sewer Replacement Program**	High-priority replacement of 9,500-ft of gravity sewage collection system	2,070,000	WWRR-1 CCTV Inspection, WWGM-6 Del Campo Court	Summer 2023	830,000
Crinella Lift Station Improvements***	Upgrade the structure and pumping systems as well as including an air filtration system to control odors	1,140,000	Reimburse for Design and Construction. Project is ready to go		1,140,000
WWTP Recycled Pipeline and Pump Station	Provide pump station to distribute recycled water through a network of about 9,000 feet of pipeline	1,719,000	Design - FY22 ($300k) Construction - FY 24 (January) ($1.7 million)	Design - 22 Const. - Jan 24	1,719,000

The estimated timelines for Phases I, II, and III are dependent on the direction of the Public Works Director and the compliance requirements of the bond. The estimated project amounts are subject to change. Project scopes are included in Attachment A.

The Measure H Oversight Committee is anticipated to meet at least once per year or more frequently as the Committee deems it necessary to discharge its duty, but no more frequently than quarterly. Currently it is scheduled that the Committee will meet twice a year on the third Wednesday of the month of August and February.

DOCUMENTS ATTACHMENTS:

Bell House Valve Replacement

Project No: **W-85**

Category: **Water**

Project Location: **APN 021-420-019**

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Required by the Division of Safety of Dams (DSOD), replacement is necessary for emergency operation. In the event of an emergency and by order of DSOD that we release water from the reservoir, there is significant risk that the City would not be able to close the valve and stop the water, resulting in draining all of Bell Canyon.

NOTES: Project to be bid at same time as intake tower. Estimated bid FY 22 with Construction in FY 22
5/17/22 - PW Update - priority project
*$49,029.88 is shown in Project Management; however, those costs were incurred prior to FY 13 and are shown as recorded labor in Springbrook. The previous costs are not included in the new budget.
FY24 - included in GO Bond for $620k total
- W-85 Bell House Valve Replacement ($470k) - Tranche 2 (FY27)
- W18-120 Bell Canyon Phreatic Surface Monitoring ($100k) - Tranche 1 (FY24)
- W-108 Lower Reservoir Rehab ($50k) - Tranche 2 (FY27)

EXPENDITURE ACCOUNTS:
Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design						20,000		20,000
3150 - Construction Management						10,000		10,000
3160 - Construction Contract						400,000		400,000
3170 - Contingency						40,000		40,000
EXPENDITURE TOTALS						470,000		470,000
FUNDING SOURCES								
420-Go Bonds						470,000		470,000
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt								0
764-Water Impact Fees								0
FUNDING TOTALS						470,000		470,000

Replace Mains <6" in Diameter

Project No: W18-118

Category: Water

Project Location: Various locations in St. Helena

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This annual project will begin the replacement of City water mains. It is anticipated that there will be one project per year based on the completed Integrated Master Utility Plan.

NOTES: FY24 - included in proposed Rate Study w/ proposed schedule for project delivery; Years 1 - 5 replacement per Integrated Utility Management Plan; GO Bond Tranche 2 (FY27) & Tranche 3 (FY30) @ $720k/tranche

EXPENDITURE ACCOUNTS:
Fund: 763 **Dept**: 5030

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design						60,000		60,000
3150 - Construction Management						55,000		55,000
3160 - Construction Contract						550,000		550,000
3170 - Contingency						55,000		55,000
EXPENDITURE TOTALS						720,000		720,000
FUNDING SOURCES								
420-Go Bonds						720,000		720,000
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt								0
FUNDING TOTALS						720,000		720,000

Bell Canyon Phreatic Surface Monitoring & Assessment

Project No: W18-120

Category: Water

Project Location: APN 021-420-019

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: The Bell Canyon Phreatic Surface Monitoring and Assessment is a new requirement of the Division of Dam Safety as a direct result of the 2017 Oroville Dam incident.

NOTES: FY24 - included in GO Bond for $620k total
- W-85 Bell House Valve Replacement ($470k) - Tranche 2 (FY27)
- W18-120 Bell Canyon Phreatic Surface Monitoring ($100k) - Tranche 1 (FY24)
- W-108 Lower Reservoir Rehab ($50k) - Tranche 2 (FY27)

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			15,000					15,000
3160 - Construction Contract			85,000					85,000
EXPENDITURE TOTALS			100,000					100,000
FUNDING SOURCES								
420-Go Bonds			100,000					100,000
763-Water Capital Improvement								0
763-Water Capital Improvement - Debt								0
FUNDING TOTALS			100,000					100,000

Water Distribution Fire Flow Improvements

Project No: W24-01

Category: Water

Project Location: Citywide

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Replace smaller diameter (6" or less) pipelines with larger diameter pipes; in total, 4,900 linear feet (0.9 miles) of fire flow improvements are recommended per 2021 Integrated Utility Master Plan.

NOTES: FY24 - $1.5M included in GO Bond funding (totals below from IUMP have $572,000 unaccounted of $1.5M)
Tranche 1 (FY23/24): PWFF-3 Vintage Ave Loop ($20k), PWFF-6 Crane ($142k), PWFF-8 Pine St ($65k), PWFF-9 Fulton ($85k); in-house design
Tranche 2 (FY26/27): PWFF-4 El Bonita ($50k), PWFF-5 Charter Oak ($76k), PWFF-10 6" Hydrant laterals ($15k), PWFF-11 4" Hydrant laterals ($15k)
Tranche 3 (FY29/30): PWFF-1 Zinfandel ($144k), PWFF-2 Inglewood Ave ($55k), PWFF-7 Spring St ($261k)

EXPENDITURE ACCOUNTS: Fund: 763 Dept: 5030

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			5,000			2,000		7,000
3150 - Construction Management			15,000			5,000		20,000
3160 - Construction Contract			262,000			141,000		403,000
3170 - Contingency			30,000			8,000		38,000
EXPENDITURE TOTALS			312,000			156,000		468,000
FUNDING SOURCES								
420-Go Bonds			312,000			156,000		468,000
FUNDING TOTALS			312,000			156,000		468,000

Replace 1% of Sewer Mains Annually

Project No: **S18-70**

Category: **Wastewater**

Project Location: **Various**

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: This annual project will begin the replacement of City sewer mains. It is anticipated there will be one project per year.

NOTES: FY24 - included in GO Bond Tranche 3 = $1.240M beginning in FY27
Excludes "High Priority Areas" within proximity to bodies of water.

EXPENDITURE ACCOUNTS:
Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design						50,000	50,000	100,000
3150 - Construction Management						50,000	50,000	100,000
3160 - Construction Contract						470,000	470,000	940,000
3170 - Contingency						50,000	50,000	100,000
EXPENDITURE TOTALS						620,000	620,000	1,240,000
FUNDING SOURCES								
420-Go Bonds						620,000	620,000	1,240,000
773-Wastewater Capital Improvement								0
773-Wastewater Capital Improvement - Debt								0
774-Wastewater Impact Fees								0
FUNDING TOTALS						620,000	620,000	1,240,000

Crinella Pump Station Upgrades

Project No: S18-71

Category: Wastewater

Project Location: Crinella Neighborhood

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: The Crinella Pump Station is located within the Crinella residential neighborhood. It pumps raw wastewater out of Crinella to a gravity sewer main on Railroad Avenue which then goes to the City's wastewater treatment plant. This project will update the structure and pumping systems. It will also include construction of a filter system to control odors.

Construction deferred until FY 22

NOTES: FY24 - included in GO Bond scope; Upgrade the structure and pumping systems as well as including an air filtration system to control odors; Reimburse for Design and Construction; total budget per GO Bond; breakdown not validated.

EXPENDITURE ACCOUNTS:
Fund: 773 **Dept**: 5059

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			90,000					90,000
3150 - Construction Management			60,000					60,000
3160 - Construction Contract			900,000					900,000
3170 - Contingency			90,000					90,000
EXPENDITURE TOTALS			1,140,000					1,140,000
FUNDING SOURCES								
420-Go Bonds			1,140,000					1,140,000
773-Wastewater Capital Improvement								0
773-Wastewater Capital Improvement - Debt								0
774-Wastewater Impact Fees								0
999-Unidentified								0
FUNDING TOTALS			1,140,000					1,140,000

WWTP Recycled Pipeline and Pump Station

Project No: S21-01

Category: Wastewater

Project Location: 1 Chaix Ln St. Helena

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Provide pump station to distribute recycled water to the WWTP spray fields and provide recycled water to City customers via mainline connection

NOTES: Have a contract with Hydroscience. $96,153 expended through May 18, 2022. Last invoice was paid on 1/11/22
FY24 - included $1.719M in GO Bond; see S23-01 for additional design $ to Crane Park; see S24-04 RW Master Plan

EXPENDITURE ACCOUNTS: **Fund:** 773 **Dept:** 5059

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			300,000					300,000
3160 - Construction Contract			1,419,000					1,419,000
EXPENDITURE TOTALS			1,719,000					1,719,000
FUNDING SOURCES								
420-Go Bonds			1,719,000					1,719,000
763-Water Capital Improvement								0
764-Water Impact Fees								0
773-Wastewater Capital Improvement								0
774-Wastewater Impact Fees								0
FUNDING TOTALS			1,719,000					1,719,000

Closed-Circuit Television (CCTV) Inspection Program, Phase I

Project No: S24-01

Category: Wastewater

Project Location: Citywide

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: CCTV inspection of approximately 63,000-feet of the gravity sewers to help identify sewers that are in poor condition and/or potential sources of high inflow and infiltration (I/I). Project to include defect rating and development of CIP. Differentiate between High Priority pipes (within proximity to water bodies) vs. non-High Priority. (Integrated Utility Master Plan WWRR-1).

NOTES: FY24 - included in GO Bond Tranche 1

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			200,000					200,000
3170 - Contingency			22,000					22,000
EXPENDITURE TOTALS			222,000					222,000
FUNDING SOURCES								
420-Go Bonds			222,000					222,000
FUNDING TOTALS			222,000					222,000

Del Campo Court Gravity Main Improvements

Project No:	**S24-05**
Category:	**Wastewater**
Project Location:	**Del Campo Court**
Responsible Department:	

PROJECT PURPOSE & DESCRIPTION: This project includes the replacement of approximately 450 feet of 15-inch and 18-inch diameter pipeline along Del Campo Court, between Hunt Avenue and Paseo Grand Drive; and 910 feet of 18-inch diameter pipeline along Paseo Grand Drive, between Del Campo Court and Los Robles Ct. (Integrated Utility Master Plan WWGM-6).

NOTES: FY24 - procure during FY24 using GO Bond Tranche 1 funding.

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			54,000					54,000
3150 - Construction Management			54,000					54,000
3160 - Construction Contract			450,000					450,000
3170 - Contingency			50,000					50,000
EXPENDITURE TOTALS			608,000					608,000
FUNDING SOURCES								
420-Go Bonds			608,000					608,000
FUNDING TOTALS			608,000					608,000

Oak Avenue Storm Drain Rehab - Ph1

Project No: D24-01

Category: Stormwater

Project Location: Oak Ave from Spring St. to Madrona Ave.

Responsible Department:

PROJECT PURPOSE & DESCRIPTION: Upsize the storm drain system in Oak Avenue per 2021 Integrated Utility Master Plan

NOTES: FY24 - IUMP Project No. SD-1A, upsize approximately 30-inch, 1,880 lineal feet

EXPENDITURE ACCOUNTS:

EXPENDITURES	Total YTD 05/16/23		2023-24	2024-25	2025-26	2026-27	2027-28	PROJECT TOTAL
3110 - Design			115,000					115,000
3150 - Construction Management				115,000				115,000
3160 - Construction Contract				809,000				809,000
3170 - Contingency				115,000				115,000
EXPENDITURE TOTALS			115,000	1,039,000				1,154,000
FUNDING SOURCES								
420-Go Bonds			115,000	1,039,000				1,154,000
FUNDING TOTALS			115,000	1,039,000				1,154,000

CITY OF ST. HELENA

RESOLUTION NO. 2022-98

Resolution: authorizing the issuance and sale of general obligation bonds in an aggregate principal amount not to exceed $6,000,000, and authorizing the execution of documents and the taking of other actions related thereto

RECITALS

WHEREAS, on February 8, 2022, the City Council adopted, by a two-thirds vote of all its members, Resolution No. 2022-11, determining the necessity to incur a bonded indebtedness to finance municipal improvement projects of the City; and

WHEREAS, on February 22, 2022, the City Council adopted, by a two-thirds vote of all its members, Ordinance No. 2022-3, ordering the submission to the voters of the City a proposition authorizing bonded indebtedness; and

WHEREAS, on June 7, 2022, an election was duly and regularly held in the City on the general obligation bond measure, known as Measure H (the "Bond Measure"), and the abbreviated form of the Bond Measure was:

> *"St. Helena Water Service Protection. To protect local water quality/supply, improve drought resilience by: repairing/replacing St. Helena's 1940s-era drinking water system, including pipes, aging/deteriorating drinking water, stormwater and sewage infrastructure; keeping sewage, pollution, trash, chemicals from local rivers, creeks and streams; protecting safe, sustainable, local water sources; shall City of St. Helena's measure authorizing $19,150,000 in bonds, levying approximately $14.82 per $100,000 of assessed value, raising about $1.2 million annually while bonds are outstanding, requiring citizen oversight, be adopted?"*; and

WHEREAS, at the election, more than two-thirds of the electors voting on the Bond Measure voted in favor of the Bond Measure, authorizing the issuance by the City of general obligation bonds in the aggregate principal amount of $19,150,000 for the purpose of providing funds for the purposes specified in the Bond Measure; and

WHEREAS, the City Council wishes at this time to authorize the issuance and sale of a series of general obligation bonds in the aggregate principal amount of not to exceed $6,000,000 (the "Bonds") pursuant to Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law") and this Resolution; and

WHEREAS, the information required to be obtained and disclosed by the City Council related to the Bonds by Government Code Section 5852.1 is set forth in the staff report accompanying this Resolution; and

WHEREAS, the City Council previously approved a debt management policy in accordance with Government Code Section 8855, and the delivery of the Bonds will be in compliance with said policy;

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, and (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bondowner" or "Owner," whenever used herein with respect to a Bond, means the person in whose name the ownership of such Bond is registered on the Registration Books.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code.

"Bond Measure" means Measure H submitted to and approved by more than the requisite 2/3 of voters in the City on June 7, 2022, under which the issuance of the Bonds has been authorized.

"Bonds" means the bonds designated as the "City of St. Helena (County of Napa, California) 2022 General Obligation Bonds," or similar designation, authorized to be issued under this Resolution in the aggregate principal amount of not to exceed $6,000,000.

"City" means the City of St. Helena, a general law city and municipal corporation organized under the Constitution and laws of the State of California, and any successor thereto.

"City Representative" means the Mayor, the City Manager, the Assistant City Manager, the Finance Director and any other officer of the City authorized by resolution of the City Council to act on behalf of the City with respect to this Resolution and the Bonds.

"Closing Date" means the date upon which there is a delivery of the Bonds in exchange for the amount representing the purchase price of the Bonds by the Original Purchaser.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate or similar disclosure document related to the Bonds to be executed and delivered by a City Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the City and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for the preparation, execution and safekeeping of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

"County" means the County of Napa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"Debt Service Fund" means the account established and held by the City under Section 4.03.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"DTC" means The Depository Trust Company, and its successors and assigns.

"Federal Securities" means United States Treasury notes, bonds, bills or certificates of indebtedness, or any other obligations the timely payment of which is directly or indirectly guaranteed by the faith and credit of the United States of America.

"Interest Payment Date" means March 1, 2023, and each succeeding September 1 and March 1 while the Bonds are Outstanding, or such other dates determined by a City Representative in connection with the pricing of the Bonds.

"Official Notice of Sale" means the Official Notice of Sale, including any amendment or supplement thereto, related to the Bonds.

"Original Purchaser" means the original purchaser of the Bonds from the City, in accordance with Section 3.01.

"Outstanding," when used as of any particular time with reference to Bonds, means all Bonds except: (a) Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the City under this Resolution.

"Paying Agent" means U.S. Bank Trust Company, National Association, as the initial paying agent, registrar and authenticating agent for the Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

"Principal Office" means the office or offices of the Paying Agent for the payment of the Bonds, as such office or offices shall be identified in a written notice filed with the City by the Paying Agent.

"Project Fund" means the fund established and held by the County under Section 4.02.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the City Council, and including all amendments hereto and supplements hereof which are duly adopted by the City Council from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other securities depositories as the City may designate.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the City Council in accordance with Article VIII.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Written Request of the City" means an instrument in writing signed by a City Representative or by any other officer of the City duly authorized to act on behalf of the City under a written certificate of a City Representative.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Bonds, together with all other indebtedness of the City, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE BONDS

SECTION 2.01. *Authorization.* Bonds in the aggregate original principal amount of not to exceed $6,000,000 are hereby authorized by the City to be issued by the City under and subject to the terms of the Bond Law and this Resolution, for the purpose of raising money to finance the acquisition and improvement of City facilities, as provided in the Bond Measure, and to pay costs of issuance and capitalized interest related thereto. This Resolution constitutes a continuing agreement between the City and the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and interest and redemption premium, if any, on all Bonds which may be Outstanding hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

SECTION 2.02. *Terms of Bonds.*

(a) Principal Amount of Bonds. The Bonds are authorized to be issued in the aggregate principal amount of not to exceed $6,000,000.

(b) Form; Numbering. The Bonds will be issued in fully registered form, without coupons, in authorized denominations of $5,000 each or any integral multiple thereof. The Bonds will be lettered and numbered as the Paying Agent prescribes.

(c) Date of Bonds. The Bonds will be dated as of the Closing Date.

(d) CUSIP Identification Numbers. Unless the Bonds are sold via private placement, "CUSIP" identification numbers will be imprinted on the Bonds, but such numbers do not constitute a part of the contract evidenced by the Bonds and no error or omission with respect thereto will constitute cause for refusal of the Original Purchaser to accept delivery of and pay for the Bonds. In addition, failure on the part of the City to use such CUSIP numbers in any notice to Owners of the Bonds will not constitute an event of default or any violation of the City's contract with such Owners and will not impair the effectiveness of any such notice.

(e) Determination of Maturities and Interest Rates. The Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) on September 1 in each year, or such other date as determined upon the sale thereof via public offering or private sale in accordance with Section 3.01. The exact principal amount of the Bonds maturing on September 1 in each year shall be determined upon the sale of the Bonds.

Each Bond will bear interest at the respective rates to be determined upon the sale of the Bonds in accordance with Article III. Interest on the Bonds is payable from the Interest Payment Date next preceding the date of authentication thereof unless:

- a Bond is authenticated as of an Interest Payment Date, in which event it will bear interest from such date,
- a Bond is authenticated prior to an Interest Payment Date and after the close of business on the preceding Record Date, in which event it will bear interest from such Interest Payment Date,
- a Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date, or
- at the time of authentication of a Bond, interest is in default thereon, in which event it will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(f) Manner of Payment. Interest on the Bonds (including the final interest payment upon maturity) is payable by check of the Paying Agent mailed to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Bonds shall be paid by wire transfer on the succeeding Interest Payment Date to an account in the United States of America as shall be specified in such written request. Principal of and redemption premium (if any) on the Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Principal Office of the Paying Agent.

(g) Provisions of Bond Sale Documents to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Bonds may be established or modified in connection with the final pricing of the Bonds via public offering or private sale pursuant to Section 3.01. In the event of a conflict or inconsistency between this Resolution and the official notice of sale, term sheet or similar document pursuant to which the final pricing terms of the Bonds are set, the latter will be controlling.

SECTION 2.03. *Redemption.*

(a) Optional Redemption. The Bonds shall be subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on the dates and upon payment of a redemption price (equal to the principal amount of

Bonds to be redeemed together with a redemption premium, if any) as determined upon the sale of the Bonds via public offering or private sale pursuant to Section 3.01.

(b) Mandatory Sinking Fund Redemption. If and to the extent specified in the official notice of sale, term sheet or similar document pursuant to which the final pricing terms of the Bonds are set, any maturities of the Bonds designated as "Term Bonds" shall be subject to mandatory sinking fund redemption on September 1 in each of the years and in the respective principal amounts set forth in such agreement, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, in each case without premium, together with interest accrued thereon to the redemption date. If some but not all of the Term Bonds have been redeemed under the preceding subsection (a) of this Section, the aggregate principal amount of Term Bonds to be redeemed in each year under this subsection (b) shall be reduced on a pro rata basis in integral multiples of $5,000, as designated in written notice filed by the City with the Paying Agent.

(c) Selection of Bonds for Redemption. Whenever less than all of the Outstanding Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Bond shall be deemed to consist of individual Bonds of $5,000 denominations which may be separately redeemed.

(d) Redemption Procedure. The Paying Agent shall cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, (i) to the Securities Depositories and the Electronic Municipal Market Access (EMMA) of the Municipal Securities Rulemaking Board, and (ii) to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books. Such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds. The City is entitled to send a redemption notice that declares that the redemption is conditional upon the availability of moneys to accomplish the redemption, and the City may rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this section. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent shall have no liability to the Owners or any other party related to or arising from such rescission.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the serial numbers of the Bonds to be redeemed by giving the individual number of each Bond or by stating that all Bonds between two stated numbers, both inclusive, or by stating that all of the Bonds of one or more maturities have been called for redemption, and shall require that such Bonds be then surrendered at the Principal Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

Upon surrender of Bonds redeemed in part only, the City shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the City, a new Bond or Bonds, of the same maturity and interest rate, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and redemption premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in such notice. The Paying Agent shall cancel all Bonds redeemed under this Section 2.03, and shall submit to the City a certificate of cancellation.

SECTION 2.04. *Form of Bonds.* The form of the Bonds, including the form of the Paying Agent's Certificate of Authentication and the Form of Assignment to appear thereon, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Bonds.* The Bonds shall be executed on behalf of the City by the facsimile signatures of its Mayor and City Clerk, or officials acting in those roles, who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the Original Purchaser, such signature will nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the Original Purchaser. Any Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such Bond are the proper officers of the City although at the nominal date of such Bond any such person does not serve as such officer of the City.

Only those Bonds bearing a Certificate of Authentication in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, will be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such Certificate of Authentication of the Paying Agent constitutes conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Bonds.* Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Principal Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The City may charge a reasonable sum for each new Bond issued upon any transfer.

Whenever any Bond or Bonds is surrendered for transfer, the City shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount of the same maturity and interest rate.

SECTION 2.07. *Exchange of Bonds.* Bonds may be exchanged at the Principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity and interest rate. The City may charge a reasonable sum for each new Bond issued upon any exchange.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the City upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below or in the event of the Bonds are sold via private placement, DTC will be the Owner of all of the Bonds, and the Bonds will be registered in the name of Cede & Co. as nominee for DTC. The Bonds shall be initially executed and delivered in the form of a single fully registered Bond for each maturity date of the Bonds in the full aggregate principal amount of the Bonds maturing on such date. The Paying Agent and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the City shall be affected by any notice to the contrary. The Paying Agent and the City shall not have any responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the City as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Bonds. The City shall cause to be paid all principal and interest with respect to the Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal and interest with respect to the Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Bond. Upon delivery by DTC to the City of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the City determines that it is in the best interest of the beneficial owners that they be able to obtain Bonds and delivers a written certificate to DTC to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Bonds. In such event, the City shall issue, transfer and exchange Bonds as requested by DTC and any other owners in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City shall be obligated to deliver Bonds as described in this Resolution. Whenever DTC requests the City to do so, the City will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Bonds to any Depository System Participant having Bonds credited to its DTC account or (b) arrange for another securities depository or its agent to maintain custody of certificates evidencing the Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Bonds.

SECTION 2.10. *Bonds Mutilated, Lost, Destroyed or Stolen.* If any Bond becomes mutilated the City, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity, interest rate and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. The Paying Agent shall cancel every mutilated Bond so surrendered to it. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the City and, if such evidence is satisfactory to the City and the City receives satisfactory indemnity, the City, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity, interest rate and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen.

The City may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the City and the Paying Agent. Any Bond issued under the provisions of this Section 2.10 in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation of the City whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and such Bond will be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued under this Resolution.

Notwithstanding any other provision of this Section 2.10, in lieu of delivering a new Bond for which principal has or is about to become due for a Bond which has been mutilated, lost, destroyed or stolen, the Paying Agent may make payment of such Bond in accordance with its terms.

ARTICLE III

SALE OF BONDS

SECTION 3.01. *Sale of Bonds.* Pursuant to Section 53508.7 of the California Government Code, the Bonds shall be sold via public offering in a competitive sale pursuant to the Official Notice of Sale in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and modifications thereto as a City Representative may approve, such approval to be conclusively evidenced by the posting of the Official Notice of Sale; *provided, however*, that if a City Representative, working in consultation with the City's municipal advisor, determines it would be more advantageous to the City for the Bonds to be sold via a public offering in a negotiated sale or via a private placement sale, the Bonds shall be sold in that manner; *provided, further, however*, that whether the Bonds are sold via public offering or private placement sale, the Bonds shall contain the following terms:

(i) the Bonds shall bear a rate of interest of not to exceed 12.00% per annum and the final maturity shall not exceed 40 years; and

(ii) the Original Purchaser's discount (or placement agent's fee) shall not exceed 1.00% of the principal amount of the Bonds.

In accordance with Sections 53508.7 and 53508.9 of the California Government Code, the Bonds may be sold via negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale, which is often advantageous in the municipal bond market; and (b) a negotiated sale provides time for underwriters to educate potential investors about the City and the Bonds with the goal of maximizing investor orders and reducing interest cost on the day of Bond pricing. The Bond Counsel for the sale shall be Jones Hall, A Professional Law Corporation, and the municipal advisor for the sale shall be Del Rio Advisors, LLC. If a negotiated sale of the Bonds is chosen by a City Representative, the identity of the bond underwriter shall be disclosed at the public meeting of the City Council first occurring after the underwriter has been selected. Estimated costs associated with the issuance of the Bonds are set forth in the staff report accompanying this Resolution and incorporated herein.

Subject to the foregoing, the City Council hereby authorizes a City Representative to execute and deliver a term sheet, bond purchase agreement, and/or any other documents necessary or conducive to the chosen method of sale in the name, and on behalf, of the City.

As required pursuant to Section 53509.5 of the California Government Code, after the sale of the Bonds, the City Council will present actual cost information of the sale at its next scheduled public meeting and submit an itemized summary of the costs of the Bond sale to the California Debt and Investment Advisory Commission (CDIAC).

SECTION 3.02. *Official Statement.* The City Council hereby approves and deems final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule"), the Preliminary Official Statement describing the Bonds in substantially the form on file with the City Clerk. A City Representative is hereby authorized to execute an appropriate certificate stating the City Council's determination that the Preliminary

Official Statement has been deemed final within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the sale of the Bonds is hereby approved. Each City Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a City Representative shall be conclusive evidence of the approval of any such changes and additions. The City Council hereby authorizes the distribution of the final Official Statement. The final Official Statement shall be executed in the name and on behalf of the City by a City Representative.

SECTION 3.03. *Payment of Costs of Issuance.* The City Council hereby authorizes a City Representative to execute on behalf of the City a costs of issuance custodian agreement or similar agreement with a custodian, which may be the Paying Agent, for the payment of costs of issuance of the Bonds. As provided in said agreement, amounts provided for payment of the costs of issuing the Bonds shall be deposited thereunder and the payment of costs shall be requisitioned by a City Representative in accordance with said agreement.

SECTION 3.04. *Paying Agency Agreement.* The City Council hereby authorizes a City Representative to execute, on behalf of the City, a paying agency agreement or similar agreement with the Paying Agent regarding its services related to the Bonds.

Section 3.05. *Professional Services.* The City Council hereby approves and confirms the engagement of Del Rio Advisors, LLC, to act as the City's municipal advisor in connection with the issuance and sale of the Bonds, A. M. Peché & Associates LLC as subconsultant to the municipal advisor, Jones Hall, A Professional Law Corporation, to act as the City's bond counsel and disclosure counsel in connection with the issuance of the Bonds, and U.S. Bank Trust Company, National Association, as Paying Agent.

ARTICLE IV

FUNDS AND ACCOUNTS

SECTION 4.01. *Application of Proceeds of Sale of Bonds.* On the Closing Date, the proceeds of sale of the Bonds shall be paid by the Original Purchaser to the City, and shall be applied on the Closing Date as follows: (a) the City shall cause to be transferred an amount required to pay the estimated Costs of Issuance to a custodian, to be held and administered in accordance with the agreement which is approved under Section 3.03; (b) after making the transfer described in the preceding clause (a), the City shall deposit in the Debt Service Fund an amount equal to the scheduled capitalized interest and any remaining original issue premium received by the City on the sale of the Bonds; and (c) the City shall deposit the remainder of such proceeds in the Project Fund.

SECTION 4.02. *Project Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Project Fund. The net proceeds from the sale of the Bonds, as described in Section 4.01(c), shall be deposited by the City in the Project Fund, and shall be expended by the City solely for the payment of the costs of acquisition or improvement of real property for which the Bond proceeds are authorized to be expended under the Bond Measure. All interest and other gain arising from the investment of amounts deposited to the Project

Fund shall be retained in the Project Fund and used for the purposes thereof. Any amounts remaining on deposit in the Project Fund and not needed for the purposes thereof shall be withdrawn from the Project Fund and transferred to the Debt Service Fund, to be applied to pay the principal of, interest and redemption premium (if any) on the Bonds.

SECTION 4.03. *Debt Service Fund.* The City Council hereby establishes a special fund to be held by the City separate and apart from all other funds of the City, to be known as the Debt Service Fund. The amount of Bond proceeds deposited to pay capitalized interest on the Bonds pursuant to Section 4.01(b) and all taxes levied by the County, as directed by the City herein, for the payment of the principal of and interest on the Bonds in accordance with Section 5.03 shall be deposited in the Debt Service Fund by the City promptly upon receipt thereof. The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Bonds when and as the same become due. The City shall transfer amounts in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds as the same become due and payable, to the Paying Agent as required to pay the principal of and interest on the Bonds. Alternatively, the City may in the future elect to direct the County to transfer the taxes levied for the Bonds, in whole or in part, directly to the Paying Agent for the purpose of making payments of principal of and interest on the Bonds.

If, after payment in full of the Bonds, any amounts remain on deposit in the Debt Service Fund, the City shall transfer such amounts to its general fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

SECTION 4.04. *Investments.* The City shall invest all moneys held in any of the funds or accounts established with it hereunder in accordance with the investment policies of the City, as such policies shall exist at the time of investment, and in accordance with Section 53601 of the California Government Code.

The City covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE CITY; SECURITY FOR THE BONDS

SECTION 5.01. *Punctual Payment.* The City shall punctually pay, or cause to be paid, the principal of and interest on the Bonds, in strict conformity with the terms of the Bonds and of this Resolution, and shall faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the Bonds. Nothing herein contained prevents the City from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Extension of Time for Payment.* In order to prevent any accumulation of claims for interest after maturity, the City will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner.

SECTION 5.03. *Security for the Bonds.* The Bonds are general obligations of the City and the City has the power, is obligated and hereby covenants to levy ad valorem taxes upon all property within the City subject to taxation by the City, without limitation of rate or amount, for the payment of the Bonds and the interest thereon, in accordance with the Bond Law and Section 43632 of the of the California Government Code. Amounts in the general fund of the City are not pledged to the payment of the Bonds. However, nothing herein limits the ability of the City to provide for payment of the principal of and interest on the Bonds from any source of legally available funds of the City. Any amounts so advanced by the City from legally available funds may be reimbursed from ad valorem property taxes subsequently collected under this Section 5.03.

SECTION 5.04. *Books and Accounts; Financial Statement.* The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City in which complete and correct entries are made of all transactions relating to the Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.05. *Protection of Security and Rights of Bondowners.* The City will preserve and protect the security of the Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the City may not contest the authorization, issuance, sale or repayment of the Bonds.

SECTION 5.06. *Tax Covenants.*

(a) Private Activity Bond Limitation. The City shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The City shall not take, or permit or suffer to be taken by the Paying Agent or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The City shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The City shall calculate or cause to be calculated excess investment earnings with respect to the Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Bonds. Such payments shall be made by the City from any source of legally available funds of the City. The City shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the City may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the City may deem appropriate.

SECTION 5.07. *Continuing Disclosure.* The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which a City Representative is hereby authorized and directed to execute and deliver on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the City to comply with the Continuing Disclosure Certificate will not be considered a default by the City hereunder or under the Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandamus or specific performance by court order. The City Council hereby authorizes a City Representative to execute and deliver the final form of the Continuing Disclosure Certificate in the name and on behalf of the City.

SECTION 5.08. *CDIAC Annual Reporting.* The City hereby covenants and agrees that it will comply with the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the City to comply with said reporting does not constitute a default by the City hereunder or under the Bonds.

SECTION 5.09. *Further Assurances.* The City will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association is hereby appointed to act as Paying Agent for the Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the City a certificate to that effect.

The City may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least $50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or under the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the City and the Bondowners of such resignation. Upon receiving notice of such resignation, the City shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent becomes effective upon acceptance of appointment by the successor Paying Agent. If no successor Paying Agent has been appointed and accepted appointment within 60 days following giving notice of removal or notice of resignation as aforesaid, the resigning Paying Agent, at the expense of the City, or any Bondowner (on behalf of such Bondowner and all other Bondowners) may petition any federal or state court for the appointment of a successor Paying Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Paying Agent. Any successor Paying Agent appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Paying Agent a written acceptance thereof, and to the predecessor Paying Agent an instrument indemnifying the predecessor Paying Agent for any costs or claims arising during the time the successor Paying Agent serves as Paying Agent hereunder, and such successor Paying Agent, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Paying Agent, with like effect as if originally named Paying Agent herein; but, nevertheless, upon the receipt by the predecessor Paying

Agent of a request of the City or the request of the successor Paying Agent, such predecessor Paying Agent shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Paying Agent all the right, title and interest of such predecessor Paying Agent in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Paying Agent any money or other property subject to the conditions herein set forth. Upon request of the successor Paying Agent, the City will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Paying Agent all such moneys, estates, properties, rights, powers, duties and obligations. Upon acceptance of appointment by a successor Paying Agent as provided in this paragraph, the City will mail or cause the successor Paying Agent to mail, by first class mail postage prepaid, a notice of the succession of such Paying Agent to the duties hereunder to each rating agency which then maintains a rating on the Bonds and to the Bondowners at the addresses shown on the Registration Books. If the City fails to mail such notice within 15 days after acceptance of appointment by the successor Paying Agent, the successor Paying Agent shall cause such notice to be mailed at the expense of the City.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Bonds.* The Paying Agent may become the Owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Paying Agent.* The recitals of facts, covenants and agreements herein and in the Bonds contained shall be taken as statements, covenants and agreements of the City, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent has no liability for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the City, and such certificate will be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The City will pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The City further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF BONDOWNERS

SECTION 7.01. *Remedies of Bondowners.* Upon the happening and continuation of any default by the City hereunder or under the Bonds, any Bondowner has the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the City and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the City and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Bonds is exclusive of any other remedy. Each remedy is cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* For any one or more of the following purposes and at any time or from time to time, the City Council may by Supplemental Resolution amend this Resolution in whole or in part, without the consent of any of the Bondowners:

(a) to add to the covenants and agreements of the City in this Resolution, other covenants and agreements to be observed by the City which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(c) to cure any ambiguity, supply any omission, substitute any party or cure or correct any defect or inconsistent provision in this Resolution, which in any event does not materially adversely affect the interests of the Bondowners, in the opinion of Bond Counsel filed with the City; or

(d) if applicable, to make such additions, deletions or modifications as may be necessary to assure compliance with the applicable provisions of the Tax Code relating to the rebate of excess investment earnings to the United States or otherwise as may be necessary to assure that the interest on the Bonds remains excludable from gross income of the Owners thereof for federal income tax purposes, in the opinion of Bond Counsel filed with the City.

SECTION 8.02. *Amendments Effective With Consent to the Owners.* Any modification or amendment of this Resolution and of the rights and obligations of the City and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of a majority in aggregate principal amount of the Bonds Outstanding at the time such consent is given. Without the consent of the Owners of all affected Bonds, no such modification or amendment may (a) change the maturity of the principal of any Bonds or any interest payable thereon, (b) reduce the principal amount of the Bonds or the rate of interest thereon, (c) reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, (d) change any of the provisions in Section 7.01 relating to a default by the City hereunder or under the Bonds, (e) reduce the amount of moneys pledged for the repayment of the Bonds. Without the consent of the Paying Agent, no such modification or amendment may change or modify any of the rights or obligations of the Paying Agent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, is intended to give to any person other than the City, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the City shall be for the sole and exclusive benefit of the Owners of the Bonds.

SECTION 9.02. *Defeasance.*

(a) Discharge of Resolution. Bonds may be paid by the City, in whole or in part, in any of the following ways provided that the City also pays or causes to be paid any other sums payable hereunder by the City:

(i) by paying or causing to be paid the principal of and interest on such Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount to pay such Bonds as provided in Section 9.02(c); or

(iii) by delivering such Bonds to the Paying Agent for cancellation by it.

If the City pays all Outstanding Bonds and also pays or causes to be paid all other sums payable hereunder by the City, then and in that case, at the election of the City (evidenced by a certificate of a City Representative filed with the Paying Agent, signifying the intention of the City to discharge all such indebtedness and this Resolution), and notwithstanding that any Bonds have not been surrendered for payment, this Resolution, all taxes and other assets pledged under this Resolution and all covenants, agreements and other obligations of the City under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the City, the Paying Agent shall cause an accounting for such period or periods as may be requested by the City to be prepared and filed with the City and shall execute and deliver to the City all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the City all moneys or securities or other property held by it under this Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment.

(b) Discharge of Liability on Bonds. Upon the deposit, in trust, at or before maturity, of money and/or securities in the necessary amount to pay any Outstanding Bond Bonds as provided in Section 9.02(c), then all liability of the City in respect of such Bonds will cease and be completely discharged, except only that thereafter the Owner thereof is entitled only to payment of the principal of and interest and redemption premium (if any) on such Bond by the City, and the City remains liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) apply in all events.

The City may at any time surrender to the Paying Agent for cancellation by it any Bonds previously issued and delivered, which the City acquires in any manner whatsoever, and such Bonds, upon such surrender and cancellation, will be deemed paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent money or securities in the necessary amount to pay any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and must be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or

(ii) Federal Securities the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the City, will provide money sufficient to pay the principal of and all unpaid interest and redemption premium (if any) to maturity on the Bonds to be paid, as such principal and interest become due.

(d) Payment of Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal of, or interest and redemption premium (if any) on, any Bonds and remaining unclaimed for two years after the principal of all of the Bonds has become due and payable, if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Bonds became due and payable, shall, upon request of the City, be repaid to the City free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease. Before the repayment of such moneys to the City as aforesaid, the Paying Agent may (at the cost of the City) first mail to the Owners of all Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

SECTION 9.03. *Execution of Documents and Proof of Ownership by Bondowners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or their attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number and date of holding the same are proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond binds all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No City Council member, officer, agent or employee of the City has any individual or personal liability for the payment of the principal of or interest and redemption premium (if any) on the Bonds. Nothing herein contained relieves any City Council member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Destruction of Canceled Bonds.* Whenever in this Resolution provision is made for the surrender to the City of any Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent constitutes the equivalent of the surrender of such canceled Bonds and the City is entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

SECTION 9.06. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution is for any reason held illegal or unenforceable, such holding will not affect the validity of the remaining portions of this Resolution. The City hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable.

SECTION 9.07. *Execution of Documents.* Each City Representative, and any and all other officers of the City, are each authorized and directed in the name and on behalf of the City to make any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Bonds, including an agreement for paying agent services. Whenever in this Resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

SECTION 9.08. *Effective Date of Resolution.* This Resolution becomes effective upon the date of its passage and adoption.

* * * * * * * * * * *

Approved at a Regular Meeting of the St. Helena City Council on October 25, 2022, by the following vote:

Mayor Ellsworth:	Yes
Vice Mayor Dohring:	Yes
Councilmember Chouteau:	Yes
Councilmember Hardy:	Yes
Councilmember Hall:	Yes

APPROVED:

Geoff Ellsworth, Mayor

ATTEST:

Cindy Tzafopoulos, City Clerk

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APPENDIX A

FORM OF BOND

REGISTERED BOND NO. R-___ ***$____________***

CITY OF ST. HELENA
(NAPA COUNTY, CALIFORNIA)
2022 GENERAL OBLIGATION BOND

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
___% per annum	September 1, 20__	________, 2022	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: ________________________________ DOLLARS

The CITY OF ST. HELENA, a general law city and municipal corporation duly organized and existing under the Constitution and laws of the State of California (the "City"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount set forth above on the Maturity Date set forth above, together with interest thereon at the Interest Rate set forth above, calculated on a 30/360 day basis, until the Principal Amount hereof is paid or provided for, such interest to be paid on March 1 and September 1 of each year, commencing March 1, 2023 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before February 15, 2023, in which event it shall bear interest from the Dated Date set forth above.

Principal, interest and redemption premium (if any) are payable in lawful money of the United States of America to the person in whose name this Bond is registered (the "Registered Owner") on the Registration Books maintained by the Paying Agent, initially U.S. Bank Trust Company, National Association. Principal hereof and any redemption premium hereon are payable upon presentation and surrender of this Bond at the principal corporate trust office of the Paying Agent. The first principal payment date shall be September 1, 2024. Interest hereon is payable by check mailed by the Paying Agent on each Interest Payment Date to the Registered Owner of this Bond by first-class mail at the address appearing on the Registration Books at the close of business on the 15th day of the calendar month next preceding such Interest Payment Date (the "Record Date"); *provided, however*, that at the written request of the registered owner of Bonds in an aggregate principal amount of at least $1,000,000, which written request is on file with the Paying Agent prior to any Record Date, interest on such Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to such account of a financial institution within the United States of America as shall be specified in such written request.

This Bond is one of a series of $____________ aggregate principal amount of bonds (collectively, the "Bonds") issued for the purpose of raising money to finance the acquisition and improvement of City facilities and related costs, fund capitalized interest, and pay costs of issuance of the Bonds. The Bonds have been issued under authority of and under the laws of the State of California, and the requisite two-thirds vote of the electors of the City cast at an election held on June 7, 2022, upon the question of issuing bonds in the aggregate principal amount of $19,150,000, the Bond Law, and a resolution of the City Council of the City adopted on October 25, 2022 (the "Bond Resolution"). Capitalized terms used but not defined herein are defined in the Bond Resolution.

The Bonds are payable as to both principal and interest from the proceeds of the levy of ad valorem taxes on all property subject to such taxes in the City, which taxes are unlimited as to rate or amount (except certain personal property that is taxable at limited rates).

The principal of and interest and redemption premium, if any, on this Bond do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the City, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions other than the City, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the City other than ad valorem taxes levied upon all taxable property in the City.

The Bonds are issuable only as fully registered bonds in the denominations of $5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The City and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and redemption premium (if any) and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or before September 1, ____, are not subject to redemption prior to their respective stated maturities. The Bonds maturing on or after September 1, ____, are subject to redemption prior to maturity, at the option of the City, in whole or in part among maturities on such basis as designated by the City and by lot within a maturity, from any available source of funds, on September 1, ____, and on any date thereafter, at a redemption price equal to 100% of the principal amount of Bonds to be redeemed together with accrued interest thereon to the date fixed for redemption, without premium.

The Bonds maturing on September 1, 20__, September 1, 20__ and September 1, 20__ (the "Term Bonds") are subject to redemption prior to their stated maturity date, without a redemption premium, in part by lot, from mandatory sinking fund payments on each September 1, on and after September 1, 20__ in the principal amounts as set forth in the following tables:

$________ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount

$________ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount

$________ Term Bond Due September 1, 20__

Payment Date (September 1)	Payment Amount

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the City. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Notice of any redemption of Bonds shall be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Bonds designated for redemption, at their addresses appearing on the Registration Books maintained by the Paying Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice shall not affect the validity of the proceedings for the redemption of such Bonds or the cessation of accrual of interest thereon from and after the redemption date.

The City may provide conditional notices of optional redemption, and the City is entitled to rescind any notice of optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption, and the Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption. The City and the Paying Agent have no liability to the Owners or any other party related to or arising from such rescission.

Neither the City nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Law and the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the City, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the City, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting ad valorem property taxes on all of the taxable property within the City in an amount sufficient to pay principal and interest and redemption premium (if any) when due, and for levying and collecting such taxes.

This Bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Law or the Bond Resolution until the Certificate of Authentication herein has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company ("DTC"), to the City or the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of St. Helena has caused this Bond to be executed by the facsimile signature of its Mayor and attested by the facsimile signature of its City Clerk, all as of the date stated above.

Mayor Ellsworth:	Yes
Vice Mayor Dohring:	Yes
Councilmember Chouteau:	Yes
Councilmember Hardy:	Yes
Councilmember Hall:	Yes

CITY OF ST. HELENA

By ______________________________
Mayor

Attest:

____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the Bond Resolution referred to herein.

Date of Authentication: ________, 2022

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Paying Agent

By ______________________________
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

____

____

____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint ____________________

____________ attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: ______________

Signature Guaranteed:

____

Note: Signature(s) must be guaranteed by an eligible guarantor institution.

____

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.