Mayor: Alan Galbraith
Vice Mayor: Peter White
City Council: Sharon Crull
Paul Dohring
Greg Pitts

ST. HELENA CITY COUNCIL
REGULAR MEETING
March 24, 2015

5:00 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA

6:00 PM REGULAR MEETING
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA

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 voluntarily complete a "Speaker Card" and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.

1. **PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION**

2. **CLOSED SESSION**
   a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS Govt Code Section 54956.8

Property:	Lower Reservoir, located on the northerly side of Spring Mountain Rd., assessor parcel number 9-131-13
Agency negotiator:	Jennifer Phillips, City Manager and Steve Palmer, Public Works Director
Negotiating parties:	George Peterson, General Manager, Spring Mountain Vineyard (SMV) and Good Wine Company
Under negotiation:	Price and terms of payment for water from Lower Reservoir

   b. Conference with Legal Counsel—Existing Litigation; Govt Code Section 54956.9 (d)(1): Mark D. Kaye and Michael H. Fahn v. City of St. Helena, City Council of the City of St. Helena, Planning Commission of the City of St. Helena, Napa County Superior Court Case No. 26-65665

3. **OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)**

4. **PLEDGE OF ALLEGIANCE**

5. **ROLL CALL**

6. **PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

7. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers 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 City Council.

PRESENTATIONS AND PUBLIC RECOGNITIONS

8. Proclamation – City of St. Helena Bee-Friendly City, St. Helena Library

9. Proclamation – April is National Child Abuse Prevention Month, Napa County District Attorney's Office, Victim Services Division

10. Proclamation – April is Safe Digging Month, Pacific Gas & Electric

CONSENT ITEMS: Members of the Council 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, one motion may be used to adopt all recommended actions. (Roll Call Vote)

11. Consideration and proposed approval of resolution approving a professional services agreement with COWI North America, Inc. for Plans, Specifications and Estimate for Bell Canyon Reservoir Sluice Gate Replacement in the amount of $35,900
    CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I
    Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
    Recommendation: Approve

12. Consideration and proposed approval authorizing a contract with Paragon Tactical to install a bullet trap at the St. Helena Police Department gun firing range in the amount of $87,733
    CEQA Status: Categorically Exempt, Section 15061(b)(3)
    Lead Staff: Jacqueline Rubin, Chief of Police
    Recommendation: Adopt

13. Consideration and proposed approval of resolution approving out-of-state travel for Wastewater Chief Operator Michael Sample to attend the California Rural Water Association (CRWA) Conference in Lake Tahoe, Nevada April 27-30, 2015 in an amount not to exceed $1,150.00

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Kathy Robinson, Operations Manager
Steve Palmer, Director of Public Works / City Engineer
<u>Recommendation:</u> Adopt

14. Consideration and proposed approval of resolution authorizing for out-of-state travel for Mandy Kellogg and Dawn Marshall, to attend the annual Springrook conference, May 5th-7th 2015 in the amount of $1,600.00

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> April Mitts, Finance Director
<u>Recommendation:</u> Adopt

15. Consideration and proposed approval of a resolution for an Economic Vitality Director/Assistant City Manager Position and Appropriation of Funds for Remainder of FY 2014-15 in the amount of $35,000

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Jennifer Phillips, City Manager
<u>Recommendation:</u> Adopt

16. Consideration and proposed approval of a resolution approving an Employment Contract for John Sorensen, Fire Chief

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Dawn Marshall, Administrative Services Manager
<u>Recommendation:</u> Adopt

17. Consideration and proposed approval of a resolution authorizing the City Manager to Make Minor Amendments to the Previously Approved Development Agreement as Authorized by Section 9.3 of the Subject Development Agreement, which is Applicable to the Vineland Station Site Located on the West side of Main Street (Hwy 29) immediately north and south of Vidovich Avenue, consisting of three Parcels Totaling approximately 8.5 acres

<u>CEQA Status:</u> Categorically Exempt, Class 5; Minor Alterations to Land Use Limitations
<u>Lead Staff:</u> Victor Carniglia, Planning Consultant
<u>Recommendation:</u> Adopt

NEW BUSINESS

18. Consideration and proposed approval of a resolution approving the 2015 Strategic Objectives

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Jennifer Tuell, Assistant to the City Manager (Interim)
<u>Recommendation:</u> Adopt

ADJOURNMENT The next Regular City Council meeting is scheduled for April 14, 2015, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on March 19, 2015.

Cindy Black

Cindy Black, City Clerk

CHALLENGING DECISIONS OF CITY ENTITIES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City of St. Helena is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision, including without limitation Government Code section 65009 applicable to many land use and zoning decisions, Government Code section 66499.37 applicable to the Subdivision Map Act, and Public Resources Code section 21167 applicable to the California Environmental Quality Act (CEQA). Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. Government Code section 65009 and 66499.37, and Public Resources Code section 21167, impose shorter limitations periods and requirements, including timely service in addition to filing.

If a person wishes to challenge the above actions in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of St. Helena, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

Any supplemental writings or documents distributed to a majority of the City Council regarding any item on this Agenda, after the posting of the Agenda, will be available for public review in the City Clerk's Office located at 1480 Main Street, St. Helena, California, during normal business hours. In addition, such writings or documents will be made available on the City's web site at http://cityofsthelena.org and will be available for public review at the respective meeting.

City of St. Helena
PROCLAMATION
FOR A BEE-FRIENDLY CITY

WHEREAS, bees are essential partners of gardeners, farmers, ranchers, and wild lands in producing food supplies for both humans and animals; and

WHEREAS, bees are responsible for pollinating 70 percent of our crops, valued at more than $15 billion annually; and

WHEREAS, gardening groups, homeowners, school children, nature lovers, and commercial food producers recognize that bees provide significant environmental benefits that are necessary for maintaining healthy biodiverse ecosystems; and

WHEREAS, bee colonies and native bees around the globe are in crisis and the national loss of honey bees in particular is twice what is considered sustainable; and

WHEREAS, the plight of bees is complex and we wish to inform ourselves and our community about issues affecting wild bees and the implications of domestic bee colony collapse on our economy and way of life; and

WHEREAS, we seek to understand and with that understanding encourage all members of our community to take what steps they can to support bees in our backyards, our gardens, our vineyards, and our fields; and

WHEREAS, the St. Helena Public Library has received a grant from the Book to Action program, supported by the Institute of Museum and Library Services under the provision of the Library Services and Technology Act to create activities that encourage a bee-friendly community,

NOW, THEREFORE, I, Mayor Galbraith of the City of St. Helena, California, do hereby proclaim this day of March 10, 2015 as the launch of the St. Helena Bee Aware Initiative. Henceforth, I urge all members of our community to recognize bees and their many contributions and to participate in the St. Helena Public Library' s Bee Aware Initiative to learn more about what we can do together to create a bee-friendly community.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of March, 2015.

Signed,

____

Alan Galbraith
Mayor, City of St. Helena

THIS PAGE IS

INTENTIONALLY

BLANK

Item No. 9

City of St. Helena
2015 PROCLAMATION
April Child Abuse Prevention Month

Whereas, National Child Abuse Prevention Month will be recognized throughout the United States during the month of April, 2015; and

Whereas, preventing child abuse and neglect is a community problem that depends on involvement among people throughout the community; and

Whereas, child maltreatment occurs when people find themselves in stressful situations, without community resources, and don't know how to cope; and

Whereas, during periods of economic challenges, families feel more vulnerable, and as a result, child abuse and neglect increases drastically; and

Whereas, child abuse and neglect can be reduced by making sure each family has the support they need to raise their children in a healthy environment; and

Whereas, child abuse is considered to be one of our nation's most serious public health problems with scientific studies documenting the link between the abuse and neglect of children and a wide range of medical, emotional, psychological and behavioral disorders; and

Whereas, all citizens should become involved in supporting families in raising their children in a safe and nurturing environment; and

Whereas, effective child abuse prevention programs succeed because of partnerships created among state and local government agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

Now, therefore be it resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the month of **April 2015 Child Abuse Prevention Month** in the City of St. Helena. I urge all citizens, community agencies, faith groups, medical facilities, and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening our community.

____

Alan Galbraith, Mayor
City of St. Helena

THIS PAGE IS

INTENTIONALLY

BLANK

City of St. Helena
PROCLAMATION

California Safe Digging Month
April 2015

WHEREAS, excavators, homeowners, and contractors can save time and money while making California's communities a safer place to live and work by dialing 811 in advance of all digging projects; and

WHEREAS, calling the 811 Underground Service Alert in advance of all digging projects provides effective damage prevention and protects California's citizens, communities, public services, environment, and underground facilities at no cost to the caller; and,

WHEREAS, calling the free 811 service provided by the Underground Service Alert of Northern California denotes five steps to a safe excavation: survey and mark, call before you dig, wait the required time, respect the marks, and dig with care; and,

WHEREAS, gas, electric, water, sewer, and storm drain utility lines are often buried only a few inches underground making them easy to strike and cause unintentional damage and harm; and,

WHEREAS, there are more than 170,000 underground utility lines struck yearly in the United States causing undesired consequences, such as service interruptions, outages, damage to infrastructures, and properties, personal injury, and death, by failing to call 811 before digging or safely marking utility lines.

NOW, THEREFORE, BE IT RESOLVED, that I, Alan Galbraith, Mayor of the City of St. Helena, along with the St. Helena City Council, do hereby proclaim, the **month of April 2015 as California Safe Digging Month** and encourage its residents, professional contractors and excavators to call 811 to be connected to a "One Call Center" before digging, to respect the color-coded lines that demarcate underground utilities and to dig with care around the marked lines.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of March, 2015.

____

ALAN GALBRAITH, MAYOR
CITY OF ST. HELENA

THIS PAGE IS
INTENTIONALLY
BLANK

Item No: 11

Report to the City Council
Council Meeting of March 24, 2015

Agenda Section: **Consent Calendar**

Subject: **Resolution approving a professional services agreement with COWI North America, Inc. for Plans, Specifications and Estimate for Bell Canyon Reservoir Sluice Gate Replacement**

CEQA Status: **Categorically Exempt, Section 15301, Existing Facilities Class I**

Prepared By: **Steven Palmer, PE, Director of Public Works / City Engineer**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

During a routine inspection by the Division of Dam Safety (DSOD) of the inlet valves on the Bell Canyon Intake Tower, the 24" valve at Elevation 385 (mid-level valve) was found to be inoperable. There were some attempts to carry out temporary repairs which were unsuccessful, and left the intake stuck in a partially open position.

In a December 2011 during routine inspection by the State Water Resources Control Board, Drinking Water Division, the City was directed to develop a plan and schedule to replace the mid-level valve on the Bell Canyon Reservoir intake tower.

In October of 2012, North Coast Divers, Inc. was contracted to conduct an inspection dive to video document the condition of the damaged intake gate and make recommendations based on those findings. The inspection revealed that the sluice gate and control rod had suffered damage and/or corrosion to a degree that complete replacement of the entire assembly was required.

In April 2013, the dive crew removed the damaged sluice gate from the Bell Canyon Intake Tower, and the opening was sealed with a temporary cofferdam. The sluice gate frame, slide, and control rod was recovered to the surface and custody transferred to the City.

DISCUSSION

The design for the replacement of the Bell Canyon Reservoir intake tower mid-level valve replacement requires a consultant with experience in performing the design of under water facilities. City staff has determined that COWI North America Inc. has the appropriate underwater design experience required to prepare a complete set of bidding documents that will be necessary to competitively hire a contractor to replace the Bell Canyon Reservoir intake tower mid-level valve.

This contract for professional services was procured by negotiation with COWI North America, Inc. as required by the City's purchasing ordinance. A formal request for proposal (RFP) process is not required for this work, and due to the time sensitive nature of this project, a formal RFP process was not implemented. COWI North America, Inc. has demonstrated a level of experience, competence, and staffing necessary for a satisfactory performance of these services.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities used to provide sewerage services.

FISCAL IMPACT

This project will be funded by $35,900 from Capital Improvement Project W-84, "Bell Canyon and Lower Reservoir intake Towers" funds.

W-84, Bell Canyon and Lower Reservoir intake Towers	$117,053
Agreement with COWI North America Inc.	$35,900
Remaining Budget	$81,153

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute an agreement for consulting services with COWI North America, Inc. in the amount of $35,900 for professional engineering services to prepare Plans, Specifications and Estimate for Bell Canyon Reservoir Sluice Gate Replacement

ATTACHMENTS

1. Resolution
2. Agreement for Consulting Services

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2015-

APPROVING AN AGREEMENT FOR CONSULTING SERVICES WITH COWI NORTH AMERICA, INC. FOR PLANS, SPECIFICATIONS AND ESTIMATE FOR BELL CANYON RESERVOIR SLUICE GATE REPLACEMENT

RECITALS

A. The City requires design services for the Bell Canyon Reservoir Sluice Gate Replacement; and

B. The City Engineer requested and COWI North America, Inc. responded with a proposal for design and bid preparation services; and

C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed COWI North America, Inc. has the skills, experience and qualifications to provide the desired services; and

D. The attached agreement establishes the terms and conditions under which COWI North America, Inc. will provide the necessary services; and

E. The City Attorney has reviewed and approved the agreement; and

F. The agreement will be funded through the Capital Improvement Program W-84 Bell Canyon and Lower Reservoir intake Towers, utilizing $35,900 of Water Funds.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approve Agreement for Consulting Services with COWI North America, Inc.
2. The City Manager is authorized to execute the Agreement for Consulting Services with COWI North America, Inc.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____

Alan Galbraith
Mayor

ATTEST:

____

Cindy Black
City Clerk

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on ____________, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and COWI North America, Inc. (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Bell Canyon Sluice Gate Replacement.

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services and work (together, "services") set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Exhibit A, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Exhibit A, "Scope of Services"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, "Compensation"**, attached hereto and made a part hereof. Total compensation shall not exceed $35,900, unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the Agreement price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

C. Payment to the Consultant for services performed pursuant to this Agreement shall not be deemed to waive any defects in services performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's services under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's services within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject services by a timely written explanation, otherwise Consultant's services shall be deemed to have been accepted. City's acceptance shall be conclusive as to such services except with respect to latent defects and fraud. Acceptance of any of Consultant's services by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, as indicated:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1. General Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: $2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $2,000,000 per accident for bodily injury or disease.

C. Professional Liability Insurance. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), Consultant shall maintain at least $2,000,000 of professional liability insurance.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions of $25,000 or greater must be declared to and approved by the City.

E. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of services or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the services of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

F. Waiver of Subrogation. The workers compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its agents, officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the services performed by the named insured for the City.

G. The Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the City.

H. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All certificates and endorsements are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is a design professional, the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or Work Product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or Work Product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or Work Product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF SERVICES

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this Agreement, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of 1964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the services as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the services to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager
1480 Main Street
St. Helena, California 94574

To Consultant: COWI North America, Inc.
1300 Clay St.
Suite 700
Oakland, CA 94612

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving ten (10) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all services in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for services performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any services performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Napa. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: Winston Stewart
Name: Winston L. Stewart
Title: Managing Director

City:

By: ____________________
Name: Jennifer Phillips
Title: City Manager

Approved as to Form:

By: ____________________
Name: Thomas B. Brown
Title: City Attorney

EXHIBIT A – SCOPE OF SERVICES

The Scope of Services includes the following tasks:

Task 1 – Underwater Inspection and Condition Assessment

1. Develop work plan for the dive inspection
2. Mobilization of divers and gear to the site and one day's U/W inspection; demobilization
3. Brief letter report on findings

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism

Prepare plans, specifications, and cost estimates (PS&E) for the replacement of the sluice gate and control mechanism. All specifications will be provided on the drawings. Submittals to be made at 90% and final by PDF. Final submittal will be signed and stamped by a California PE. Attend one kickoff meeting.

Assumptions

1. Access to top of dam for a van and divers will be facilitated by the City.
2. No flow of water through the intake tower valve being inspected.
3. Inspection work will be authorized prior to April 1, 2015.
4. Removed control mechanism is available for inspection
5. Construction phase services not included.

EXHIBIT B – COMPENSATION

All work to be performed time and materials in accordance with the attached fee schedule, with a not to exceed amount of $35,900

Following is an estimate cost breakdown by task:

Task 1 – Underwater Inspection and Condition Assessment - $16,400

Task 2 – PS&E for Replacement of the Sluice Gate and Control Mechanism - $19,500

Schedule of Charges - 2015

Professional, Technical, and Support Services

Sr. Principal/Managing Director	$260.00/hour
Principal/Chief Engineer	240.00/hour
Sr. Project Manager/Sr. Specialist	220.00/hour
Project Manager	200.00/hour
Senior Engineer III/Lead Engineer	195.00/hour
Sr. Cost Estimator	190.00/hour
Engineer II	160.00/hour
Engineer I	130.00/hour
CAD Operator III	130.00/hour
Tech Diver	115.00/hour
CAD Operator II	105.00/hour
CAD Operator I	95.00/hour
Project Administrator	80.00/hour

Equipment

Field Truck	16.00/hour
Mileage	0.65/mile
13' Aluminum Boat	200/day
Dive Spread, per diver	375/day
Other Equipment	As quoted

Outside direct costs such as subconsultants, equipment rental, outside services, printing, copying, travel, and subsistence .... Cost + 15%

Contract personnel may be charged at the hourly rates listed above. Engineers' rates are the same in-water as out. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of $400/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5~percent per month, or the maximum allowed by law, will be charged on past due invoices.

COWI makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

Rates assume private work or public non-prevailing wage. Prevailing wage rates quoted separately if deemed required, and may be billed retroactive of determination.

Schedule of Charges - 2015

Professional, Technical, and Support Services	
Sr. Principal/Managing Director	$260.00/hour
Principal/Chief Engineer	240.00/hour
Sr. Project Manager/Sr. Specialist	220.00/hour
Project Manager	200.00/hour
Senior Engineer III/Lead Engineer	195.00/hour
Sr. Cost Estimator	190.00/hour
Engineer II	160.00/hour
Engineer I	130.00/hour
CAD Operator III	130.00/hour
Tech Diver	115.00/hour
CAD Operator II	105.00/hour
CAD Operator I	95.00/hour
Project Administrator	80.00/hour
Equipment	
Field Truck	16.00/hour
Mileage	0.65/mile
13' Aluminum Boat	200/day
Dive Spread, per diver	375/day
Other Equipment	As quoted

Outside direct costs such as subconsultants, equipment rental, outside services, printing, copying, travel, and subsistence .... Cost + 15%

Contract personnel may be charged at the hourly rates listed above. Engineers' rates are the same in-water as out. Travel time will be charged at regular hourly rates. Appearances as a witness (including depositions and court appearances) will be charged at a rate of $400/hour plus expenses, with a minimum daily charge of 4 hours. Preparation will be charged at regular hourly rates.

These rates are subject to a minimum 3 percent escalation for services provided in subsequent years.

Invoices are due upon receipt and are past due 30 days after the invoice date. A finance charge of 1.5~percent per month, or the maximum allowed by law, will be charged on past due invoices.

COWI makes no warranty, either express or implied, to its statements, conclusions, findings, recommendations or specifications except that they are prepared and presented in accordance with generally accepted standard of care.

Rates assume private work or public non-prevailing wage. Prevailing wage rates quoted separately if deemed required, and may be billed retroactive of determination.

THIS PAGE IS
INTENTIONALLY
BLANK

Item No: 12

Report to the City Council
Council March 24, 2015

Agenda Section: **Consent**

Subject: **Consideration and proposed approval for a resolution authorizing a contract with Paragon Tactical to install a bullet trap at the St. Helena Police Department gun firing range in the amount of $87,733**

CEQA Status: **Not a CEQA project**

Prepared By: **Jacqueline Rubin, Chief of Police**

Approved By: **Jennifer Phillips, City Manager**

Background

The City of St. Helena completed construction of the Bell Canyon Dam in 1960. At that time the Police Department began using an area adjacent to the reservoir as a gun training range. This site has been used for 54 years as a gun range. City Council approved the funds 2014-15 budget to complete a clean-up of the site and for installation of a new bullet trap.

Discussion

Presently, the US EPA does not regulate outdoor gun ranges. However, there is a growing trend in the United States to address the possibility of lead contamination in the soil due to spent casings left in the ground. The EPA published a "best management practices for lead at outdoor shooting ranges" document in 2005. The EPA suggests that adoption of those practices will promote stewardship of the environment, natural resources and wildlife; improved community relations; and reduce public scrutiny related to care and management of gun range training sites.

The "best practices" essentially involve a method of containing spent ammunition so they can be regularly cleaned up and recycled. This can be accomplished by the construction of a "bullet trap" and the establishment of regular maintenance procedures. In an effort to implement these best practices, staff has developed a plan to clean up and improve the training site by installing a bullet trap.

The St. Helena gun range has been used for over fifty years. The area needs to be mined of the excess metal prior to installing the bullet trap. The mining and grading will be performed under separate contract.

Staff contacted several companies to obtain quotes for the construction of a bullet trap. Paragon Tactical was the only company that responded by requesting a video and photos of the range site, conducted a site visit and submitted a complete quote. Although no other companies expressed interest or submitted a quote, staff feels that Paragon Tactical has done their due diligence in preparing the quote and is confident that the quote is reasonable.

The bullet trap would address the EPA and OSHA requirements for range compliance, eliminate possible hazardous material contamination, enable the city to recycle the metals, and reduce the sound produced by range weapons.

Fiscal Impact

The cost of this project is estimated at $87,733 and was included in the FY 2014-15 Adopted Budget under Capital Project Fund 733.

Recommended Action

Approval for a resolution authorizing the City Manager to sign a contract with Paragon Tactical to install a bullet trap at the St. Helena Police Department gun firing range in the amount of $87,733.

Attachments

1. Resolution
2. Paragon Tactical Quote & Contract

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2015-

APPROVING A CONTRACT FOR INSTALLATION OF A BULLET TRAP AT THE ST. HELENA POLICE DEPARTMENT GUN FIRING RANGE WITH PARAGON TACTICAL

RECITALS

A. The St. Helena gun firing range site has been used for 54 years; and

B. The site has never been mined of its spent ammunition and no trap exists to contain the materials; and

C. Installation of a bullet trap would allow containment and regular clean-up of spent ammunition; and

D. The attached contract establishes the terms and conditions under which Paragon Tactical will provide the necessary services; and

E. The City Attorney has reviewed and approved the contract; and

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Approve contract for installation of a bullet trap with Paragon Tactical.
2. The City Manager is authorized to execute the contract for services with Paragon Tactical .

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

____

Alan Galbraith
Mayor

ATTEST:

____

Cindy Black
City Clerk

Attachment 2

CITY OF ST. HELENA

1480 Main Street, St. Helena, CA 94574

CONSTRUCTION SERVICES AGREEMENT

Shooting Range Final Proposal for the St Helena Police Department

Agreement No. PW-2015-047

DATE: March 4, 2015

1. **IDENTIFICATION OF CONTRACTOR:**

   CONTRACTOR: Paragon Tactical

   LICENSE NO:

2. **SCOPE OF THE WORK**

   See Scope of Work attached as Appendix A. [To include drawings, technical specifications, etc.]

3. **COMPENSATION FOR WORK.** Contractor's total compensation for the Work performed under this Agreement **(Contract Sum)** is $87,733.00 to be paid as **(check one)**: (1) ☐ lump sum; (2) ☐ lump sum with progress payments; (3) ✓ per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $__________. All payments **(check one)**: ☐ shall ✓ shall not be subject to a five percent (5%) retention.

4. **SCHEDULE OF PERFORMANCE FOR THE WORK.** Contractor shall commence and complete the Work by the following dates:

   Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

   Substantial Completion Date: Within 90 calendar days of Commencement Date.

   Final Completion Date: Within 120 calendar days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Five Hundred dollars ($500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, **Contract Documents**):

A. Appendix A – Scope of Work

B. Appendix B – General Conditions

C. Appendix C – Insurance

D. Appendix D – Construction Performance Bond

E. Appendix E – Construction Labor and Materials Payment Bond

F. Appendix F – Supplemental Conditions, if applicable

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

City of St. Helena, 1480 Main Street, St. Helena, CA 94574

CONTRACTOR:	OWNER: **City of St. Helena**
______________________ Signature	______________________ Signature
______________________ Print Name & Title	______________________ Print Name & Title
______________________ Date	______________________ Date

APPROVED AS TO FORM:

____
Thomas B. Brown, City Attorney

Appendix A to Construction Services Agreement

SCOPE OF WORK

[To be provided]

Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 **Construction Services Agreement (Agreement) Force and Effect.** The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 **No Modification or Waiver.** The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 **Performance of Work/No Assignment.** Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designees) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 **Records and Payment Requests.** Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 **Independent Contractor.** Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed by any governmental entity and will pay all other taxes not specifically identified in the Contract Documents as Owner's responsibility.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its officers, directors, representatives, agents and employees, against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (**Defective Work**), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency.

2.06 Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 20104 – 20104.6, after which time the one year time period in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in Napa County, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. ***[Applies if Bid is submitted on or after March 1, 2015 or if Agreement is awarded on or after April 1, 2015]*** Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $25,000, Contractor shall provide a construction performance bond in form attached hereto as <u>Appendix D – Construction Performance Bond</u>, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto <u>Appendix E – Construction Labor and Materials Payment Bond</u>. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than **[$2,000,000]** general aggregate and **[$2,000,000]** each occurrence, subject to a deductible of not more than **[$1,000]** payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than **[$2,000,000]** each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than **[$1,000]** payable by Contractor.

3. Workers' Compensation Employers' Liability limits not less than **[$2,000,000]** each accident, **[$2,000,000]** per disease and **[$2,000,000]** aggregate. Contractor's Workers' Compensation Insurance policy shall contain a Waiver of Subrogation against the City of St. Helena, its officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Builder's Risk Insurance including, without limitation, coverage against loss or damage to the Work by fire, lightening, wind, hail, aircraft, riot, vehicle damage, explosion, smoke, falling objects, vandalism, malicious mischief, collapse, and other such hazards as are normally covered by such coverage. Such insurance shall be in amount equal to the replacement cost (without deduction for depreciation and subject to stipulated value in lieu of average clause) of all construction constituting any part of the Work, excluding the cost of excavations, of grading and filling of the land, and except that such insurance may be subject to deductible clauses not to exceed **[$10,000]** for any one loss. Such insurance will not cover loss or damage to Contractor's equipment, scaffolding or other materials not to be consumed in the construction of the Work. The insurer shall waive all rights of subrogation against Owner.

5. Insurance policies in <u>Appendix C</u> shall contain an endorsement containing the following terms:

5.01 City of St. Helena, its officers, directors, officials, agents, employees, and volunteers, shall be named as additional insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and additional insured.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to Owner thirty (30) days in advance of the effective date thereof.

5.04 Insurance shall be primary insurance and no other insurance or self-insured retention carried or held by any named or additional insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of **[A-,VII]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, **City of St. Helena**, a Charter City and municipal corporation of the State of California (**Owner**) has awarded to **(Name of Contractor)**_______________________ as Principal a Construction Services Agreement dated the ___________ day of ___________, 20___ (**Agreement**), titled THE ___________________________ PROJECT in the amount of $______________, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work)____.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and ________________________ as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the others. Surety may not use Contractor to complete the Agreement absent Owner's written consent.

8. No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _________ day of ________________, 20___.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
______________________ Signature	______________________ Signature
______________________ Name	______________________ Name
______________________ Title	______________________ Title
______________________ Street Address	______________________ Street Address
______________________ City, State, Zip Code	______________________ City, State, Zip Code

Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the **City of St. Helena**, a Charter City and municipal corporation of the State of California (**Owner**) has awarded to **(Name of Contractor)** ________________ as Principal a Construction Services Agreement, dated the __________ day of ____________, 20 ____ (**Agreement**), titled THE ____________________ PROJECT located at ________________________ in the amount of $__________________________, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) ____.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and ____________________________ as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($________________), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this __________ day of ____________________, 20___.

CONTRACTOR AS PRINCIPAL	**SURETY**
Company: (Corp. Seal)	Company: (Corp. Seal)
______________________________ Signature	______________________________ Signature
______________________________ Name	______________________________ Name

Title	Title
Street Address	Street Address
City, State, Zip Code	City, State, Zip Code

Appendix F to Construction Services Agreement

SUPPLEMENTAL CONDITIONS
[Optional]

PARAGON TACTICAL
www.paragontactical.com
www.supertrap.com

January 9, 2014

St. Helena Police Department (SHPD)
c/o **William Imboden, Lieutenant**
1480 Main Street
St. Helena, CA 94574
Phone (707) 631-8939
Email - **WilliamI@cityofsthelena.org**

SHOOTING RANGE FINAL PROPOSAL FOR THE ST. HELENA POLICE DEPARTMENT

Dear Bill,

Paragon Tactical, Inc. ("PTI") is pleased to provide **ST. HELENA POLICE DEPARTMENT aka the "Owner" or SHPD** with the following proposal for an **outdoor ELIxIR® Super Trap®** shooting range backstop at the Owner's designated range site in **St. Helena, CA** for a total width of **32 feet as per Schedule A.** PTI is offering this Proposal on the most advanced indoor/outdoor firing-range backstop technology available on the market today. PTI's patented designs, engineering, and technology have revolutionized conventional approaches to range health, safety, training, and usability issues.

The Super Trap® system will protect shooters, range personnel and the Owner from the following:

- Fragmentation
- Ricochets
- Lead Contamination & Fire
- Expensive Hazmat Cleanup & Liability

The Super Trap® system will incorporate several environmental benefits including:

- Best Management Practices for range technology compliance regarding EPA and OSHA requirements
- Elimination of HAZMAT contamination
- Increased ability to recycle metals including lead and copper
- Green Product Content through utilization of premium recycled rubber material
- Reduction of sound produced by range weapons

This specified Super Trap® design **promotes tactical and close combat training** as range personnel can shoot pistol ammunition at tactical distances. This training is very beneficial when teaching close quarter pistol "run-shoot-reload" scenarios. Traditional qualification methods can also benefit from the Super Trap® range system.

This current Proposal supersedes all prior information from PTI.

This proposal may be turned into a "Purchase Order" by an authorized employee of the Owner by signing and dating page two (2) of this proposal as indicated. PTI shall in such case return a signed "Wet Copy" of the Proposal to the Owner.

PTI shall **furnish** and **install** the following equipment as specified in ***Schedule A***.

#	SCHEDULE A ITEMS PROVIDED BY PARAGON TACTICAL, Inc. (PTI) ARE NOTED BELOW	
	St. Helena Outdoor Firing Range	
1.	**One (1) SUPER TRAP® (Rifle Rated) BACKSTOP – Totaling 32 feet in width – 10' in height.** ❑ The infrastructures shall be constructed with **10 gauge-galvanized steel**. The backstops will be modular and if necessary capable of future removal and relocation. The **"footprint"** for this **"backstop"** is **15 feet.** ❑ All **Ballistic Rubber Media** (BRM) shall be loose resilient particles **one (1") inch** average size. **99.99% free of fiber** with **no steel.** The media shall be approximately an average of approximately twenty-four (24) inches deep. ❑ Rifle rated **3/8" AR500 steel "Hopper/Baffles"** approx. 32' in total width. The inside angle containing rubber shall be at an approximate 24.5 degrees. The "Hopper Baffle sections are each <u>oversized to</u> 4 foot x 5 foot. The "Hopper Baffle" shall act as the system's last deflection baffle, directing over shot rounds down into the main body of BRM. ❑ The rear portion of the trap shall include a **Rifle Rated 3/8" AR500 Steel** security plate the width of the system **ELIxIR® LEAD IMMOBILIZER** ❑ Treatment shall include PTI's proprietary **ELIxIR®** (ANTI LEAD AGENT) ❑ **ELIxIR®**, a DOD governmentally approved fire retardant material that will **verifiably immobilize lead to less than (3ppm)** which is far below the EPA hazardous materials threshold of (5ppm). ❑ Shall also include a **"Gel-Cor® for a Class "A" fire rating**	**Included**

SCHEDULE A – Total Installed Price .... $87,733.00 USD

<u>GENERAL NOTATIONS</u>:

All licensing fees owed to the Government shall be paid to the Government by PTI and is included in the Schedule "A" total price.

This proposal covers "prevailing wages" ($5,724.00) and "Bonding Fees" ($2,140.00) adjusted **per the Owners request as of 3/9/2015.**

PTI requests that the **Owner** provide PTI with the following:

1. **Trash disposal bin**
2. **Water hose to the foot of the shooting range backstop**
3. **Arrange with a local winery approximately ½ mile from the range site for permission to off-load the required materials which will be shuttled to the range site. Two large trucks shall be delivering all materials and off loading times are estimated at four (4) hours.**

Tax and **shipping** FOB St. Helena, CA are **included** in the **Schedule "A"** price.

Payment Terms: PTI requires **50% down payment** in order to order materials and begin construction of this Super Trap shooting range backstop in PTI's shop - The remaining **50%** due to PTI upon completion.

This proposal, which details all of the specific equipment PTI shall provide to include installation, may be utilized as a **"Purchase Order" (PO)** by the Owner if the Owner so desires. In such case the Owner's authorized representative may sign this proposal at the bottom of page **#3** to so indicate. PTI shall return a **finalized "wet" copy of the PO** to the Owner immediately thereafter.

Other additional costs that *<u>have not</u>* been added to this Proposal include: Concrete pad; down-range baffles; safety ceiling/s; permits; licenses; targetry; union fees and additional insurance requirements or other costs associated with the project or the related materials and equipment herein.

PTI carries a **$1,000,000** general liability insurance policy with **$1,000,000** each occurrence and a $5,000,000 umbrella policy. PTI shall provide proof of insurance upon request.

PTI shall provide the Owner **CAD drawings** instructions in order to construct the concrete pad and detailed verbal and written **maintenance instructions** regarding the proper care for the Owner's Super Trap and a **five (5) year warranty** upon final payment.

PTI, based on PTI's present workload, **<u>will need approx. 8 (eight) weeks lead time</u>** to; order materials, ship materials to PTI, fabricate this system in PTI's shop, and ship this ELIxIR®/Gel-Cor® Super Trap to the Owner once a Purchase Order is received from the Owner for the Owner's range project.

PTI is confident that PTI offers the **best range backstop solution possible** and one that is comprised of premium and durable materials which **SHALL** last for many years. Should the Owner have a need to relocate the range backstop in the future due to any unforeseen reasons, the bullet trap backstop, due to the manner in which it is constructed, can be disassembled and moved to another location.

This **Super Trap®** will most closely resemble the outdoor Super Trap® as shown on PTI's website-range photos section–photo number #35.

There is approximately 44,000 pounds of chopped rubber in this Super Trap®.

This Super Trap range backstop shall be capable of accepting **.50 cal. BMG** (ball ammo) only from the **25 yard line**.

PTI shall honor this proposal price for sixty (60) days. Past such time, since raw material prices, shipping etc. may fluctuate, please contact PTI to verify that this price will remain invariable.

<u>REMINDERS</u>:

1. THE SUPER TRAP **HOPPER/BAFFLE** IS ATTACHED ONTO THE SUPER TRAP BACKSTOP & HANGS OVER THE RUBBER MEDIA FROM WALL TO WALL
2. AR STEEL CANNOT BE **GALVANIZED** OR IT WILL LOSE IT'S HARDNESS RATING
3. ALL **AR STEEL** IS **SHOP PRIMED**
4. THE ENTIRE INFRASTRUCTURE OF A SUPER TRAP® IS GALVANIZED 10 GAUGE STEEL
5. THERE ARE **NO REPLACEABLE PARTS** TO THIS SUPER TRAP®
6. **ELIxIR®** WILL VERIFIABLY **IMMOBILIZE LEAD** TO LESS THAN **3 PPM**
7. **Gel-Cor® WILL PROVIDE CLASS "A" FIRE RATING**

PTI would like to thank The City of St. Helena for the opportunity to be considered as a range builder for their Police Department's Range Project.

Respectfully Yours,

Art Fransen
Paragon Tactical, Inc. (PTI)
1580 Commerce Street
Corona, CA 92880
Direct Phone: 951-582-2471
Email: **art@paragontactical.com**

PTI Owner of: SUPER TRAP Tactical Shooting Ranges

APPROVED BY: ______________________________ / /2014
Authorized St. Helena City Representative

Item No: 13

Report to the City Council
Council Meeting of March 24, 2015

Agenda Section: **Consent**

Subject: **Resolution approving out-of-state travel for Wastewater Chief Operator Michael Sample to attend the California Rural Water Association (CRWA) Conference in Lake Tahoe, Nevada April 27-30, 2015 in an amount not to exceed $1,150.00**

CEQA Status: **Not a CEQA Project**

Prepared By: **Kathy Robinson, Operations Manager**
Steve Palmer, Director of Public Works / City Engineer

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

California Rural Water Association (CRWA) is the State's leading association dedicated to providing on-site technical assistance and specialized training for rural water and wastewater systems. CRWA taps into the expertise of experienced water and wastewater professionals, CRWA's governing Board of Directors, administrative staff, and technical field specialists to offer CRWA members an expansive range of essential programs and member services.

CRWA's annual expo offering 100 training contact hours for water system and wastewater system operators will be held in Lake Tahoe, Nevada, April 27-30, 2015.

DISCUSSION

This year's expo will allow Wastewater Chief Operator Michael Sample to expand his knowledge in water and wastewater operations. The expo offers a broad range of subjects from technical to management tracts. Among the tracts Michael will be attending is Water Conservation from a utilities Standpoint offering insight to operators on how to determine the direction a system needs to take to address issues in production, maintenance and/or repairs to save water in order to extend the expected life of a system. Tracts such as this will provide Michael the essential tools and techniques to be more efficient, save money, and provide his staff with innovative strategies to apply to day-to-day operations. Additionally, Michael will be able to take up to 20 contact hours that can be applied towards his wastewater operator certification's educational requirement.

FISCAL IMPACT

The Wastewater Treatment Division will pay for all expense. All expense, conference registration, lodging and meals have been programmed in the FY 2014/15 operations budget. The total estimated cost is $1,150.00.

RECOMMENDED ACTION

Adopt resolution approving out-of-state travel for Wastewater Chief Operator Michael Sample to attend the California Rural Water Association (CRWA) Conference in Lake Tahoe, Nevada, April 27-30, 2015.

ATTACHMENTS

1. Resolution approving out-of-state travel for Wastewater Chief Operator Michael Sample to attend the California Rural Water Association (CRWA) Conference in Lake Tahoe, Nevada, April 27-30, 2015 in an amount not to exceed $1,100.

CITY OF ST. HELENA

RESOLUTION NO. 2015-____

APPROVING OUT-OF-STATE TRAVEL FOR WASTEWATER CHIEF OPERATOR MICHAEL SAMPLE TO ATTEND THE CALIFORNIA RURAL WATER ASSOCIATION (CRWA) CONFERENCE IN LAKE TAHOE, NEVADA APRIL 27-30, 2015 IN AN AMOUNT NOT TO EXCEED $1,150

RECITALS

A. City Council Resolution 85-44 requires City Council approval for staff to attend out of state conferences.

B. California Rural Water Association's (CRWA) annual expo offering 100 training contact hours for water system and wastewater system operators will be held in Lake Tahoe, Nevada, April 27-30, 2015.

C. CRWA is the State's leading association dedicated to providing on-site technical assistance and specialized training for rural water and wastewater systems; and

D. CRWA taps into the expertise of experienced water and wastewater professionals, CRWA's governing Board of Directors, administrative staff, and technical field specialists to offer CRWA members an expansive range of essential programs and member services; and

E. This year's expo will allow Wastewater Chief Operator Michael Sample to expand his knowledge in water and wastewater operations, providing essential tools and techniques to be more efficient, save money, and provide his staff with innovative strategies to apply to day-to-day operations; and

F. Michael will be able to take up to 20 contact hours that can be applied towards his wastewater operator certification's educational requirement; and

G. All expense, conference registration, lodging and meals have been programed in the Wastewater Treatment FY 2014/15 operations budget.

RESOLUTION

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

1. Out of state travel is approved for Chief Operator Michael Sample to attend the California Rural Water Association 2015 Annual Expo in Lake Tahoe, Nevada from April 27 through April 30, 2015 in an amount not to exceed $1,150.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:	ATTEST:
______________________________	______________________________
Alan Galbraith Mayor	Cindy Black City Clerk

Report to the City Council
Council Meeting of March 24, 2015

Agenda Section: **Consent**

Subject: **Authorization for out-of-state travel for Mandy Kellogg and Dawn Marshall, to attend the annual Springrook conference, May 5th-7th 2015 in the amount of $1,600.00**

CEQA Status: **Not a CEQA Project**

Prepared By: **April Mitts, Finance Director**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND
The City of St. Helena has been utilizing the Springbrook financial software since October 2008. During July 2014 the City of St. Helena upgraded its Springbrook Software from version 6 to version 7 and a web portal was added for human resource and payroll services. An additional interface for building permits is scheduled to be added later this year.

DISCUSSION
Springbrook offers a training conference each year. The 2015 conference is located in Portland, Oregon. The conference consists of three full days of seminars and training classes. The training will enable us to better understand and utilize our software. In addition to classes, the conference offers demonstration of new services and modules and provides custom needs assessments for participants.

FISCAL IMPACT
Conference costs of $1,390.00 are being waived by Springbrook. The fiscal impact for travel will not exceed $1,600.00, which will be covered by the current training budgets. Impacts will be as follows:

101-43-00-21-55: $ 560
561-43-00-21-55: $ 120
571-43-00-21-55: $ 120
101-42-00-21-55: $ 800

RECOMMENDED ACTION
Staff recommends the authorization of out-of-state travel for Mandy Kellogg and Dawn Marshall to attend the Springbrook Conference in Portland Oregon, from May 5 through 7, 2015.

ATTACHMENTS
Attachment 1 – Resolution

Attachment 2 – Conference Agenda

CITY OF ST. HELENA

RESOLUTION NO. 2015-____

APPROVING OUT-OF-STATE TRAVEL FOR MANDY KELLOGG AND DAWN MARSHALLTO ATTEND THE ANNUAL SPRINGBROOK CONFERENCE, May 5th-7th 2015 IN PORTLAND, OREGON

RECITALS

A. City Council Resolution 85-44 requires City Council approval for staff to attend out of state conferences.

B. The City of St. Helena has been utilizing the Springbrook financial software since October 2008 and in 2014 upgraded the software from version 6 to 7; and

C. The new version entails many new features which the City of St. Helena would benefit by sending staff to the annual training conference; and

D. Attending the annual conference will also allow staff to return to the City of St. Helena and train other staff members on the upgraded software.

RESOLUTION

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

1. Out of state travel is approved for Mandy Kellogg and Dawn Marshall to attend the Annual Springbrook Training Conference in Portland, Oregon.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:	ATTEST:
______________________________	______________________________
Alan Galbraith Mayor	Cindy Black City Clerk

Conference Agenda

Attachment 2

Monday, May 4	
4:00pm - 6:00pm	EARLY REGISTRATION RECEPTION (Springbrook Office)
Tuesday, May 5	
7:00am - 8:00am	Registration and Breakfast (Ballroom)
8:00am - 9:00am	Opening Session 1 (Ballroom)
9:15am - 10:05am	Opening Session 2 (Ballroom)
10:15am - 11:05am	Opening Session 3 (Ballroom)
11:15am - 12:05pm	Opening Session 4 (Ballroom)
12:05pm - 1:05pm	Lunch (Ballroom)

Breakout Session 1 1:15pm - 2:05pm	HELP!	Cash Receipts for Customer Service Representatives	MASTER CLASS Internal Controls	Financial Transparency Solutions from Springbrook and OpenGov	Microsoft Excel Tips and Tricks
Breakout Session 2 2:15pm - 3:05pm	Becoming a Power User Part One	Cash Receipts for Managers	MASTER CLASS User Security and System Security	Finance Track (1 of 7)	Utilizing Microsoft Springbrook and Office Part One
Breakout Session 3 3:15pm - 4:05pm	Becoming a Power User Part Two	MASTER CLASS Cash Receipts	Change Management	Finance Track (2 of 7)	Utilizing Microsoft Springbrook and Office Part Two
Breakout Session 4 4:15pm - 5:05pm	Becoming a Power User Part Three	Selectron and Springbrook Interactive Voice Response	MASTER CLASS Organizational Change Management	Finance Track (3 of 7)	Local and External Reporting Workshop

5:30pm - 9:00pm	RECEPTION

Tuesday class & workshop descriptions

7:30am - 9:00am	REGISTRATION AND BREAKFAST (Ballroom)
8:00am - 9:00am	Springbrook National User Group Meeting (Ballroom)

Breakout Session 1 9:15am - 10:05am	Payroll Track (1 of 4)	Online-bills.com Administration	Finance Track (4 of 7)	How To Present	
Breakout Session 2 10:15am - 11:05am	Payroll Track (2 of 4)	Online-bills.com New Features and Technology Roadmap	Finance Track (5 of 7)	Community Development (1 of 4)	Microsoft Excel Tips and Tricks
Breakout Session 3 11:15am - 12:05pm	MASTER CLASS Payroll Track (3 of 4)	Utility Billing Track (1 of 9)	Finance Track (6 of 7)	HELP!	Utilizing Microsoft Springbrook and Office Part One

12:05pm - 1:05pm	LUNCH

Breakout Session 4 1:15pm - 2:05pm	Payroll Track (4 of 4)	Utility Billing Track (2 of 9)	MASTER CLASS Finance Track (7 of 7)	Prepare for your Audit	Utilizing Microsoft Springbrook and Office Part Two
Breakout Session 5 2:15pm - 3:05pm	Payroll and Human Resources Roundtables	Utility Billing Track (3 of 9)	Community Development (2 of 4)	Data Safety for Non Technical People	Local and External Reporting Workshop
Breakout Session 6 3:15pm - 4:05pm	Payroll and Human Resources Roundtables	Utility Billing Track (4 of 9)	MASTER CLASS Community Development (3 of 4)	What is the Cloud?	VRI, FQRM Workshop
Breakout Session 7 4:15pm - 5:05pm	Payroll and Human Resources Roundtables	MASTER CLASS Utility Billing Track (5 of 9)	Community Development (4 of 4)	Springbrook Technology Roadmap	

5:30pm - 10:00pm	PUNCH BOWL SOCIAL RECEPTION

Wednesday class & workshop descriptions

9:00am - 10:00am	BREAKFAST (Ballroom)

Breakout Session 1 **10:15am - 11:05am**	Human Resources Part One	Utility Billing Track (6 of 9)	Becoming a Power User Part One	Work Orders/Inventory/Fixed Assets (1 of 5)	Microsoft Excel Tips and Tricks
Breakout Session 2 **11:15am - 12:05pm**	Human Resources Part Two	Utility Billing Track (7 of 9)	Becoming a Power User Part Two	MASTER CLASS Work Orders and Project Management (2 of 5)	Utilizing Microsoft Springbrook and Office Part One

12:05pm - 1:05pm	LUNCH (Ballroom)

Breakout Session 3 **1:15pm - 2:05pm**	Migrations What to Expect	MASTER CLASS Utility Billing Track (8 of 9)	Becoming a Power User Part Three	Work Orders, Project Management, Accounts Receivable Differences and Integrations (3 of 5)	Utilizing Microsoft Springbrook and Office Part Two
Breakout Session 4 **2:15pm - 3:05pm**	ROUNDTABLES TBD	Utility Billing Roundtable (9 of 9)	How to Present	Work Orders/Inventory/Fixed Assets (4 of 5)	Local and External Reporting Workshop
Breakout Session 5 **3:15pm - 4:05pm**	ROUNDTABLES TBD	ROUNDTABLES TBD	HELP!	Work Orders/Inventory/Fixed Assets (5 of 5)	VRI, FQRM Workshop

Thursday class & workshop descriptions

Please click here to view the Registration Packet

Breakout Sessions

"No, I will not attend Microsoft Excel Tips and Tricks"

"Yes, I will attend the Utilizing Microsoft Springbrook and Office Part One"

Item No: 15

Report to the City Council
Council Meeting March 24, 2015

Agenda Section: **Consent**

Subject: **Development of Economic Vitality Director/Assistant City Manager Position and Appropriation of Funds for Remainder of FY 2014-15 in the amount of $35,000**

CEQA Status: **Not a Project**

Prepared By: **Jennifer Phillips, City Manager**

Approved By: **Jennifer Phillips, City Manager**

DISCUSSION

On February 27, 2015, the City Council conducted a Goal Setting Session to identify priority objectives for the coming year. The Council focused on an overall goal of securing the City's financial future and one of the strategic objectives was to create an economic development position that would development a comprehensive economic develop strategic plan, work with existing and potential businesses to attract and retain the right balance of businesses in St Helena, and work collaboratively with the Chamber of Commerce in supporting our business community.

After reviewing the overall needs of the City and specific direction from the Council, it is recommended that the position of Economic Vitality Director/Assistant City Manager be created. The responsibilities of this position would focus on creating an economically, community and environmentally based program that will establish a road map towards overall vitality for the City of St. Helena. In addition, St. Helena needs to be actively involved on a regional basis in countywide land use and economic development matters and this position would enable this involvement to happen. A critical aspect of a balanced community is livability and so this position would also be responsible for identifying, leading and developing affordable housing opportunities with interested developers. Finally, fulfilling the duties of Assistant City Manager, the incumbent would assume several of the larger projects currently being managed by the City Manager and possibly oversee an operating department. This position also establishes a succession plan for the City Manager and the incumbent can serve as Acting City Manager when the City Manager is out of the office.

FISCAL IMPACT

The funds for this positon are being appropriated from unanticipated General Fund revenues as identified in the FY 2014-15 Mid-Year Update which showed $58,573 in additional revenue. Of this amount, only $35,000 is being appropriated for this position to cover the remaining two months of the fiscal year. The FY 2015-16 proposed budget will include this position at the full cost (salary and benefits) of approximately $210,000 and on-going General Fund revenue or possible expenditure reductions will need to be identified to fund this position.

RECOMMENDED ACTION

Approve creation of Economic Vitality Director/Assistant City Manager for a total cost for FY 2014-15 of $35,000.

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2015-

APPROVING THE DEVELOPMENT OF AN ECONOMIC VITALITY/ASSISTANT CITY MANAGER POSITION AND APPROPRIATION OF FUNDS FOR REMAINDER OF FY 2014-15 IN THE AMOUNT OF $35,000

RECITALS

A. On February 27, 2015, the City Council conducted a Goal Setting Session to identify priority objectives for the coming year; and

B. The Council focused on an overall goal of securing the City's financial future and one of the strategic objectives was to create an economic development position that would development a comprehensive economic develop strategic plan, work with existing and potential businesses to attract and retain the right balance of businesses in St Helena, and work collaboratively with the Chamber of Commerce in supporting our business community; and

C. Duties of the Assistant City Manager will also include assuming several of the larger projects currently being managed by the City Manager; and

D. The community of St. Helena will benefit from the creation and development of an Economic Vitality Director/Assistant City Manager position; and

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. Adopt resolution approving the creation and development of the new Economic Vitality Director/Assistant City Manager.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

Alan Galbraith
Mayor

ATTEST:

Cindy Black
City Clerk

THIS PAGE IS
INTENTIONALLY
BLANK

Item No: 16

Report to the City Council
Council Meeting of March 24, 2015

Agenda Section: **Consent**
Subject: **Approval of Employment Contract for John Sorensen, Fire Chief**

CEQA Status: **Not a project**

Prepared By: **Dawn Marshall, Administrative Services Manager**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

Municipal Code Section 2.48.040 states, "The officers of the fire department shall consist of a chief, a first assistant chief, a second assistant chief, a fire marshal, and company officers as may be provided by the bylaws of the fire department. The chief shall be appointed by the city council. The chief shall be appointed every three years in February of the three year cycle. The fire department may recommend to the city council prior to appointment of a chief its choice or choices for chief. The chief shall hold office until the chief's successor is appointed. The other officers of the fire department shall be selected as provided in the bylaws of the fire department. (Prior code § 5A.4)"

Customarily based on the recommendation of the volunteer members of the Fire Department, the City Council appoints a Fire Chief.

DISCUSSION

On January 24, 2010 the members of the Fire Department voted in favor of recommending John Sorenson as Fire Chief for a three year term and renewed his term on February 5, 2013 for an additional three years. The City Council approved the appointment of John Sorensen by resolution 2013-8.

The attached employment agreement was not included with the resolution appointing John Sorensen as Fire Chief.

FISCAL IMPACT

None

RECOMMENDED ACTION

Approve and authorize the City Manager to enter into an employment agreement effective retroactively February 1, 2010 expiring January 31, 2016.

ATTACHMENTS

Attachment 1 Employment Agreement
Attachment 2 Resolution No. 2013-8 Appointing John Sorensen Fire Chief

EMPLOYMENT AGREEMENT FOR FIRE CHIEF

Between

CITY OF ST. HELENA AND JOHN SORENSEN

THE EMPLOYMENT AGREEMENT (the Agreement) is entered into as of February 1, 2010, between THE CITY OF ST. HELENA, a municipal corporation (City), and JOHN SORENSEN (Chief or Employee), collectively "the Parties."

RECITALS

WHEREAS, City desires to employ John Sorensen as Fire Chief for the City of St. Helena.

WHEREAS, John Sorensen desires to serve as Fire Chief of the City of St. Helena beginning on February 1, 2010.

WHEREAS, John Sorensen has the necessary education, experience, skills and expertise to serve as the City's Fire Chief; and

WHEREAS, the City Council and John Sorensen desire to agree in writing to the terms and conditions of John Sorensen's employment as Fire Chief;

NOW, THEREFORE, in consideration of the above recitals, promises and conditions contained herein, the Parties agree as follows:

AGREEMENT

1. Powers and Duties of the Fire Chief

(a) Chief shall have the powers and shall perform the functions and duties specified in state and federal law, the St. Helena Municipal Code, and the City's ordinances, resolutions and Fire Chief job description, and to perform other legally permissible and proper duties and functions as City Manager or City Council may from time to time assign.

(b) Chief shall perform his duties to the best of his ability in accordance with the professional and ethical standards of the profession and shall comply with the laws of the State of California, the Municipal Code of the City, and Ordinances and Resolutions of the City, and as they may be amended.

(c) Chief shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under

California law. Prior to performing any services under this Agreement and annually thereafter, Employee must complete disclosure forms required by law.

(d) Chief shall report to the City Council who has authority to dismiss, discipline, and give direction to the Fire Chief.

(e) Chief shall maintain all applicable certifications and licenses required to serve as the City's Fire Chief as a condition of his employment.

2. Term

This Agreement is effective retroactively to February 1, 2010, and will continue in effect until January 31, 2016.

3. At-Will Employment

(a) The Parties recognize and affirm that: (1) the Chief is an "at will" employee whose employment may be terminated by the City Council at any time with or without cause, (2) there is no express or implied promise made to the Chief for any form of continued employment and (3) upon termination of this Agreement, the Chief understands that he has no right to any further employment, in any capacity, with the City. This Agreement is the sole and exclusive basis for an employment relationship between the Chief and the City.

(b) Termination for cause means termination based upon a breach of any of the terms of this Agreement, malfeasance of any nature occurring during the course and scope of the Employee's duties as Chief of Fire; or a conviction, plea bargain, or personal adverse State or federal determination against Employee individually involving any felony, intentional tort, crime of moral turpitude, violation of statute or law constituting forfeiture of office, misconduct in office for personal gain, misuse of public funds for personal benefit, conflict of interest resulting in conviction, or any other incompatible activity or conflict of interest.

4. Termination of Agreement

This Agreement may be terminated as follows:

(a) **By Mutual Agreement**. The City Council and Chief may terminate this Agreement at any time by mutual written agreement.

(b) **Termination by City**. The City Council may, in his or her sole and unrestricted discretion, terminate this Agreement with or without cause at any time upon written notice to the

Chief.

(c) **Severance**. If the City Council terminates this Agreement without cause while the Chief is still willing and able to perform the duties of Fire Chief, the Chief shall be entitled to two (2) months' base salary, less applicable deductions, plus any extension of benefits required under California and federal law. No time served by the Chief after notice of the termination shall be debited from the period of severance pay. However, in the event the Chief is terminated for cause, the Chief shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law and shall not be entitled to any severance benefits.

(c) **Resignation by Chief**. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Chief to resign at any time from his position as Fire Chief. Chief may terminate this Agreement by submitting written notice of his resignation to City. Chief shall give the City thirty (30) days written notice of his intention to resign.

(d) **Rights and Remedies of Chief upon Termination**. Nothing in this Agreement is intended to, or does, confer upon Chief any due process right to a hearing or other administrative process pertaining to termination, before or after a decision by the City Council to terminate his employment, unless Chief is entitled to a name clearing hearing under California or federal law.

(e) **Resignation in Lieu of Termination**. If the Chief is terminated without cause, the Chief shall have the opportunity to resign in lieu of being terminated. If the Chief elects to resign under these circumstances, he shall not be entitled to severance pay unless provided by subsequent agreement between the City and Chief.

(f) **Administrative Leave.** The City Council may place the Chief on administrative leave with or without pay pending investigation of any allegations of misconduct.

5. Compensation and Benefits.

(a) **Salary.** City agrees to pay Chief for his services rendered an annual salary of $22,800 from February 2010-June 2013 plus additional pay for each call out payable in the same manner as Volunteer Firemen during the same timeframe and an annual salary of $31,000 from July 2013-January 2016 inclusive of any call outs responded to payable in monthly installments and subject to all applicable payroll taxes and withholdings. Such salary may be adjusted from time to time with approval of the City Council by written modification of this Agreement. The Chief shall be an "exempt" employee under all applicable state and federal labor laws, including, but not limited to, the Federal Labor Standards Act and any applicable regulations of the California Industrial Welfare Commission. In addition, Chief will receive compensation in the form of bonus pay for services rendered as a team leader or while on overhead assignment outside of the City of St. Helena jurisdiction and billed to the State of California or the Department of Emergency Services (OES).

(b) **Performance Review.** The City Manager evaluated the Chief's performance on September 30, 2014 and shall evaluate the Chief's performance at least annually thereafter. The City Manager shall report the evaluation results to the City Council annually.

(c) **CalPERS.** The City shall provide pension benefits to the extent required by applicable law and its contract with the California Public Employees' Retirement System ("CalPERS").

(d) **Social Security.** The City participates in Social Security; the employee contribution (6.2%) will be deducted from the Chief's gross pay.

(k) **Communications.** Chief will have the use of a City cellular phone and iPad pursuant to policies established by the City.

(l) **Professional Development and Training.** City shall pay for Chief's annual training and membership to essential professional associations.

(m) **Hours of Work.** The Chief is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of the Chief position. These hours shall include, at a minimum, work at the City offices at least one full day per week as determined by the City Manager, and attendance at weekly Department Head meetings. In additions, Chief shall respond to calls and provide other services for the hours necessary to fulfill the duties of the Chief position.

(n) **Sick Leave.** Chief will receive three (3) days of sick leave per year effective July 1, 2015, as required by law. This provision shall cease to be operative if it is no longer required by law.

(o) **Benefits.** Chief will be entitled to health insurance, life insurance, dental insurance, vision insurance and membership in the employee assistant plan consistent with other Department Heads of the City of St. Helena.

(p) **No Other Benefits.** Chief shall not receive any additional benefits other than those specifically provided in this Agreement.

6. Return of City Property

In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager. Chief shall keep all information acquired through his position in the strictest confidence.

7. Indemnification

In accordance with the terms, conditions, and limitations of the Government Claims Act (Gov't Code §§ 810 et seq.), City shall defend, save harmless, and indemnify the Chief against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief's duties as Fire Chief. City will determine whether to compromise and settle any such claim or suit and the amount of any settlement or judgment rendered thereon.

8. Attorney's Fees

In the event of any mediation, arbitration or litigation to enforce any of the provisions of this Agreement, each party shall bear its own attorney's fees and costs.

9. Jurisdiction and Venue

This Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Napa County, California.

10. Notices

Any notices required by this Agreement shall be in writing and either given in person or by first class mail with postage prepaid and addressed as follows:

TO CITY:	City Manager City of St. Helena 1480 Main Street St. Helena, CA 94574
TO EMPLOYEE:	John Sorensen City of St. Helena 1480 Main Street

St. Helena, CA 94574

11. Entire Agreement

This Agreement is the final expression of the complete agreement of the parties with respect to the matters specified herein and supersedes all prior oral or written understandings. This Agreement can be altered only by written agreement signed by Chief and the City Manager and approved by the City Council.

12. Severability

If any provision of this Agreement is found to be unenforceable by judgment or court order, the remainder of the Agreement shall remain in full force and effect, as if the unenforceable provision had never been included.

13. Assignment

Chief may not assign or transfer any rights granted or obligations assumed under this Agreement.

14. Informed and Voluntary Agreement

Chief acknowledges that he has had the opportunity to receive legal representation and advice in connection with this Agreement and that he voluntarily enters in to his Agreement fully informed about the rights and obligations she assumes and waives by entering into his Agreement.

15. City Council Approval

This Agreement is subject to, and contingent upon approval by the City Council at an open meeting.

The City and the Fire Chief have entered into and executed this Agreement as of the 24th day of March 2015.

CITY OF ST. HELENA
A Municipal Corporation

FIRE CHIEF

By: ____________________
Jennifer Phillips

By: ________________________
John Sorensen

City Manager

Approved as to Form:

By: ______________________

Thomas B. Brown
City Attorney

CITY OF ST. HELENA

RESOLUTION NO. 2013-8

APPOINTING JOHN SORENSEN FIRE CHIEF OF THE ST. HELENA FIRE DEPARTMENT

RECITALS

A. Customarily based on the recommendation of the volunteer members of the Fire Department the City Council appoints a Fire Chief.

B. On January 24, 2013 the members of the Fire Department voted in favor of recommending John Sorensen as Fire Chief for a three year term.

C. Municipal Code Section 2.48.040 states, "The officers of the fire department shall consist of a chief, a first assistant chief, a second assistant chief, a fire marshal, and company officers as may be provided by the bylaws of the fire department. The chief shall be appointed by the city council. The chief shall be appointed every three years in February of the three year cycle. The fire department may recommend to the city council prior to appointment of a chief its choice or choices for chief. The chief shall hold office until the chief's successor is appointed. The other officers of the fire department shall be selected as provided in the bylaws of the fire department. (Prior code § 5A.4)"

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

1. John Sorensen is hereby appointed as Fire Chief for a three year term expiring January 31, 2016 or until a successor is appointed by the City Council.

Approved at a Special Meeting of the St. Helena City Council on February 5, 2013 by the following vote:

AYES: Councilmembers Crull, White, Pitts, Mayor Nevero
NOES: None

CITY OF ST. HELENA
Incorporated March 24, 1876
Re-Incorporated May 14, 1889
STATE OF CALIFORNIA

APPROVED:

Ann Nevero
Mayor

ATTEST:

Della Guijosa
City Clerk

Attachment 2

CITY OF ST. HELENA
RESOLUTION NO. 2015-

APPROVING
AN EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF ST HELENA AND JOHN SORENSEN

RECITALS

A. City Council appointed John Sorensen as Fire Chief on February 5, 2013 by Resolution No. 2013-8.

B. John Sorensen has accepted and would like to formalize the appointment with an employment agreement.

RESOLUTION

NOW, THEREFORE, the City Council of the City of St. Helena hereby resolves as follows:

1. Approve and authorize the City Manager to enter into an employment agreement with John Sorensen as the Fire Chief of the City of St. Helena effective retroactively to February 1, 2010 through January 31, 2016.

Approved at a Regular Meeting of the St. Helena City on March 24, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:	ATTEST:
______________________	______________________
Alan Galbraith Mayor	Cindy Black City Clerk

Report to the City Council
March 24, 2015

Agenda Section: **Consent Calendar**

Subject: **Resolution Authorizing the City Manager to Make Minor Amendments to the Previously Approved Development Agreement as Authorized by Section 9.3 of the Subject Development Agreement, which is Applicable to the Vineland Station Site Located on the West side of Main Street (Hwy 29) immediately north and south of Vidovich Avenue, consisting of three Parcels Totaling approximately 8.5 acres**

CEQA Status: **Categorically Exempt, Class 5; Minor Alterations to Land Use Limitations**

Prepared By: **Victor Carniglia, Planning Consultant**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

In November 2011, the City approved a Development Agreement for the Vineland Station Hotel Project, which includes a 60 room hotel, underground parking, and associated uses. Subsequent to the approval of the Development Agreement, the owner of the property, Rodney Friedrich, in 2012 applied for and received approval of a Parcel Map to subdivide the 8.5 acre site into three parcels of 2.83, 2.62, and 1.67 acres in size. The three parcels created include the hotel site located south of Vidovich Avenue, the existing vacant restaurant building located on Main Street at the southeast corner of the site, and the existing retail buildings owned by Mr. Friedrich located just north of Vidovich Avenue.

As part of the Parcel Map recordation process, the Title Company ended up assigning the Development Agreement and associated agreements (such as Water Allocation Agreement) that were only intended to apply to the hotel site and associated buildings, and recorded them against both the new parcel created north of Vidovich Avenue that contains the existing retail buildings, and against the new parcel containing the existing, vacant restaurant building. The property owner now wants to sell the property with the existing buildings north of Vidovich, but that sale is being complicated by having the Development Agreement intended for the hotel assigned to it.

Another example of this situation is the Use Permit that was approved in 1995 for the existing restaurant building was recorded against the property, which at the time was the entire 8.5 acre parcel. As a result of the 2012 subdivision, the Title Company ended up recording the requirements of the 1995 restaurant Use Permit against all three properties.

REQUEST

In order to address the difficulties the property owner is facing, staff is requesting that City Council authorize the City Manager to execute the documents necessary so that the hotel Development Agreement and other approvals apply to the properties to which they were intended, and not to all three parcels equally. If a situation arises where staff feels there are larger policy issues involved, then staff will bring the issue to Council for a decision.

FISCAL IMPACT

Authorizing the City Manager to execute the documents necessary so that the Development Agreement and other approvals apply to the properties to which they were intended will have no fiscal impact on the City.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution_authorizing the City Manager to execute the documents necessary so that the Development Agreement and other approvals apply to the properties to which they were intended.

CITY OF ST. HELENA

RESOLUTION NO. 2015-

THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZES THE CITY MANAGER TO ASSIGN DEVLOPMENT AGREEMENT REQUIREMENTS TO THE PROPERTIES THEY WERE INTENDED FOR AT THE 8.5 ACRES OF LANDS OF THE VINELAND STATION DEVELOPMENT PROJECT

RECITALS

1. In 2011, the City entered into a development agreement with Vineland Station L.P. to develop a 60-room hotel with lobby and reception area, pool, outdoor spa areas, public walkways, water fountains, gathering areas and rooftop gardens, surface and below surface parking. The hotel project has a total of 25 buildings of various sizes; none exceed 10,000 square feet in size.
2. In 2012, the Parcel Map was recorded for the lands of Vineland Station, L.P., located at 633 Main Street to subdivide 8.5+/- acres into three parcels, 2.83, 2.62, and 1.67 acres in size, and the Development Agreement was recorded against all three properties by the Title Company, and
3. This Development Agreement gives the developer specific development rights and in turn requires that the developer to comply with specific conditions as required by the City of St. Helena. Specifically, the Development Agreement was intended to apply to the hotel parcel site, however, when the maps were recorded creating the three parcels described above the development rights and conditions intended for the hotel parcel were place on all three parcels.

RESOLUTION

The City Council of the City of St. Helena, State of California, hereby authorizing the City Manager to execute the documents necessary so that the Development Agreement and other previous project approvals apply to the properties to which they were intended.

I HEREBY CERTIFY that the foregoing resolution was duly approved by the City Council of the City of St. Helena at a regular meeting of said City Council held on March 24, 2015, by the following roll call vote:

AYES:
NOES:
ABSENT:
RECUSED:

APPROVED:	ATTEST:
Alan Galbraith Mayor	Cindy Black, City Clerk

Report to the City Council
Council Meeting of March 24, 2015

Agenda Section: **New Business**

Subject: **Approval of the 2015 Strategic Objectives**

CEQA Status: **Not a project**

Prepared By: **Jennifer Tuell, Assistant to the City Manager (Interim)**

Approved By: **Jennifer Phillips, City Manager**

BACKGROUND

On February 27, 2015, in a special public meeting City Council met to discuss and develop the Annual Strategic Plan/Objectives. The purpose of this meeting was for City staff provide the Council and community information regarding the current levels of services, department roles and responsibilities, staffing capacity, City organizational structure, City Manager's goals, and financial and organizational challenges. The overall goal of the meeting was for Council to set objectives directing and guiding staff in decision making, and prioritization of work for the upcoming year. Each Council member was able to share their personal views and approach to City business, biggest challenges and ideal outcomes for the meeting. Approximately 35 community members attended the planning session, and the majority stayed for the entire day. Public comment was made available at both the beginning and end of the meeting.

DISCUSSION

Each council member discussed their role on Council and personal views on the current challenges facing St. Helena. Then heard from staff the current activities, roles, responsibilities and capacity of each department. The key discussion topics have been summarized below. For additional information the meeting notes are attached: ***Meeting Notes: 2015 Annual Strategic Planning Meeting.***

City Council: Current Challenges

- Need revenue sources to make the City functional
- Need better understanding of funding needed to be a functional City
- Make educated decisions before implementing projects/changes
- Provide resources to staff, so that Council goals can be implemented
- Community Engagement:

   - Better communication with the residents
   - Find common ground between polarizing opinions
   - Hear a more balance community voice
   - Wider group of people participating in government
   - Better understanding of community priorities
   - Utilization of technology for community input: Social media
- Partner with other organization to share services and resources
- Seek out help from subject matter experts

City Staff: Current Challenges

- Staff is unable to address the current workload with present staffing levels
- Limited staff have done everything possible to maintain service levels even though budgets have been cut, volunteers have been utilized to help fill in some gaps
- Many managers are working well over a 40 hr. work week, and still unable to address workload
- Managers have to fill in for admin level jobs, because there is a very limited pool of employees to back fill for vacations, holidays and sick days
- 20.5 new positions are needed to make departments functional
- Estimated cost of new positions is $2.2M

Department	# of Positions	Est. Annual Cost
City Manager's Office	5	$515,000
Finance	1	$101,000
Fire		
Library		
Planning & Community Improvement	5	$574,000
Police	3.5	$393,000
Public Works	4	$408,000
Recreation	2	$187,000
Totals	**20.5**	**$2,178,000**

Outcome:

After hearing from the public, Council Members and staff, an in-depth discussion about priorities followed. Each Council member discussed their highest priorities, goals and objectives for the coming year. Under a unanimous agreement Council identified six initiatives to focus on in the upcoming year, that all support the goal to **Secure City's Financial Future.** The Strategic Objectives are:

1. **Long-term Revenue Options:**

Explore the adoption of a Property Transfer Tax, coupled with identifying the process to become a Charter City.

2. **Fee Changes:**
   Direct staff to review all current and potential City fee schedules, then identify options and areas where changes, increases or addition of new fees would help to close funding gaps. These options will be brought back and presented to Council for consideration.
3. **Financial Assessment of Water & Waste Water:**
   Conduct a financial assessment of the Water & Waste Water Enterprise Fund (similar to the Long Range Financial Forecast) and review options that may help to close funding gaps. These options will be brought back and presented to Council for consideration.
4. **Infrastructure Needs:**
   Identify infrastructure needs for all City facilities and assets, set priorities and identify the funding needs to make improvements and options for funding and implementation. These plans will be brought back and presented to Council for consideration.
5. **Long Range Financial Forecast (LRFF)**
   Implement a standard practice of reviewing the LRFF annually, and more often if applicable. This annual review should include updates on the hotel completion and inclusion of new and proposed projects.
6. **Economic Manager/Assistant City Manager**
   Identify ongoing revenue to hire a manager focused on economic development and special projects. This position could also be structured as an Assistant City Manager.

FISCAL IMPACT

Fiscal impacts related to these strategic objectives will be addressed in the upcoming FY 2015/16 Budget, except #6 Economic Manager/Assistant City Manager which is being presented to the Council on this same agenda.

RECOMMENDED ACTION

It is recommended by the City Manager and the Executive Staff team that the Council, by resolution, adopts the goal of Securing the City's Financial Future for the upcoming year, and the six objectives to be implemented in FY 2014-15 and FY 2015/16.

ATTACHMENTS

1. Meeting Notes: 2015 Annual Strategic Planning Meeting
2. Resolution

City of St. Helena
Annual Strategic Planning Meeting
February 27, 2015 9 am-4 pm
Meeting Notes

9:00 A.M. (Fire Dept. Conference Room)

1. **CALL TO ORDER AND ROLL CALL**
Mayor Galbraith called the meeting to order at 9:00 A.M. Council Members present: Peter White, Sharon Crull, Paul Dohring and Greg Pitts. Mayor Galbraith introduced Dr. Bill Mathis, who is the professional facilitator for this meeting.

2. **PUBLIC COMMENT**
   - Three things: 1) broaden horizons, 2) think big, need long-view perspective and be visionary with big ideas, 3) set quantifiable goals and accountability in meeting our goals
   - Four principles for budget: 1) say yes, 2) we have jewels in our community like the library and fire house, 3) think of bigger pie vs. cutting, more money with services, 4) align decisions with values of citizens, such as education, open space, bringing people in, sense of community, contribution of workers, safe schools and access.
   - Would like to see more patrolling on streets that have higher traffic volumes or known problems
   - Keep family values in mind, family programing is key and consider what is already working such as the Library and Lego Club!
   - Bicycling/Drivers – PD needs to focus on better enforcement; need better bike paths/lanes
   - Difficulties with Budget – we need to look at new ways of organizing government, and what services are funded; this means culture shift – all options need to be on the table, look for synergy with other communities
   - Support of Library – we hope there is a draft report from the meeting today so the community can view and comment on
   - We need more money for our community, we want to see a tax to fix roads and increase safety, especially related to children's safety and student safety
   - Friends of Library: Friends and Foundation continues to fund the Library, citizens /residents are more likely to use services of library than PD or Fire. We should reconsidered roundabouts downtown
   - Our economic reality is a sobering reality, we need to make hard decisions and move forward, but need to understand we can't have everything. Don't be swayed by a few loud voices, these don't fully represent our community, we should focus on revenues and needs

- Economic Development is our highest priority, the business community wants to partner and the Chamber can help with increasing revenue, development fees are driving revenue, economic vitality can be helped by Chamber, we should focus on using an open mind and collaboration
- Revenue should be moved to the top of the priority list, non-profits need fiscal support, partnering can further benefit the community , we should also compare to what other cities are funding

3. PURPOSE OF ANNUAL PLANNING SESSION

City Manager Phillips: We don't have staff capacity to deliver services and staff is struggling to meet required functions. Each department will discuss current roles and responsibilities, and address what is needed to be a functional department with reasonable staffing schedules.

Staff would like feedback from Council so we can prioritize needs. We would also like to hear directly from Council on:

- Council addressing their ideas
- Status of Staff Capacity
- City Manager's Goals
- New Member Integration into Council
- Status of Budget
- Priorities
- Next Steps – March 24th review and adoption of goals and priorities

Dr. Mathis opened a discussion with the Council that focused on the items listed below:

4. COUNCIL'S PERSPECTIVE OF ROLES AND CHALLENGES

- What is my role on Council?
- My approach to City Business?
- 3 Biggest challenges for the day?
- My Ideal Outcomes for the session?

5. CHALLENGES AS SEEN BY COUNCIL

- Ability to deliver core services
- Economic growth vs. stay small (reductions)
- General maintenance vs. falling behind
- Business friendly vs. keeping town character
- Budget reduction impact vs. new ideas/direction

Council Member Dohring:
Role: oversight to make sure we are using our resources justly, equitably and effectively, providing essential core services and maintaining public safety. Approach: To get signal from community; it's what the community wants. Want to hear about core values and our mission statement so that we can better serve the community. Need to know vision and mission before we can move forward with long-term goal setting. Three Challenges: 1) Improving communication with community to effectively manage existing polarities; 2) Maintaining our commitment to seek common ground; 3) Emphasizing the importance of ongoing professional planning and financial expertise. Ideal outcomes from today: not to be gloom and doom but realistic and positive about government. Optimistic as well as a realistic view of City operations
Council Member Crull:
Role – develop policies, policy-making group and look to City staff to execute. Main priority is addressing revenue. Can't cut our way out of this problem, especially with limited ways to raise revenue. Business approach: need to focus, have goals to implement; City Manager Phillips is doing great job of setting the course, however we have out of date record keeping system and need to continue on a better track. Challenges: revenue and engagement with community with a wider group of people and would like to see a more balanced community voice. Outcome – need to feel that we are taking steps forward while getting input from community for their priorities. Need to look at ways to allocate services, outsource, sharing services with other towns, etc.
Council Member Pitts:
To serve as a voice for future generations; our General Plan needs to be put into a financial model; never had this. We need to explore options for engagement like social media. Need to analyze how much revenue we needed to function and focus on approved projects first. Need to get smart and pragmatic about change – there is logic and reason behind decisions. Want more volunteerism and collaboration in our small town. While we're short on money, we need to encourage improvement plans – without building more. Raising occupancy plans and working collaboratively, helping business community. Need to empower volunteers so they can help in all of these needs and desires. Biggest challenge today: be open minded, think big ideas, listen and work through as community. Ideal outcome would be to have an Action Plan.
Council Member White:
Role: Conduit between citizens/City government/staff. Policy maker; making resources available to staff so they can carry out the goals we decide. Need to prioritize goals with revenue for staff to carry out. Need capacity in City Hall to implement. We've cut back in many areas – need to bring all ideas for raising new revenue that we've been talking about for so long. Need to focus on long range goals. We have to provide staff in order for them to carry out. Challenge – Can't say "no" but must say "yes" as we decide from everything on the table what we can proceed on and implement, supporting staff during this process. We're all frustrated.
Mayor Galbraith:

Role: To work collaboratively with colleagues as they work with the City; making decisions that need to be made. Leading Council – We need money; we're revenue short – must identify sources of revenue and then proceed to raise them. Time is short and we need to move now. We have long term issues and need shorter and quicker results; becoming a Charter City will help, move to adopt a property transfer tax, these will help right the ship. Focus on revenue today, move forward with ideas after making decisions after today.

6. **10-YEAR FORECAST/BUDGET 2015-16**

City Manager Phillips: Two critical services: Water and Sewer that must continue and be well managed. General Fund revenue comes from property tax, sales tax, TOT and more. Our organization is working hard to deliver services; some areas are difficult to deliver. We need to organize our revenues, focus on the increases, plan for next recession, look at revenue sources all while working toward a 25% general fund reserve. Haven't hired any new staff except for a couple of part time interim positions; bringing in just enough revenue to cover what's due. We need to do is focus on covering basic operating costs. Our capital assets are our responsibility and include buildings, streets, public safety and technology. Costs are rising, park assets and streets and buildings are not being taken care adequately. Serious building issues will continue and we do not currently have funds or plans to address these issues. Equipment is out of date and needs to be upgraded or replaced, such as police vehicles, computers and software. Really appreciate staff, Council members and the community. We have a dynamic team today with a lot of confidence in them as they work together to make St. Helena amazing.

7. **DEPARTMENT ACTIVITIES, CAPACITY AND NEEDS**

City Manager Phillips – Administration Department: Overview of current staffing in City Manager's office. She explained her current roles, duties, and what her basic job description is as well as her staff's, which are the HR Manager and City Clerk. Additional positions are needed to address the current workload. Council asked about possibility of sharing services, which could be considered. Her priority would be getting records manager/coordinator on board, and an Administrative Assistant to support the two managers. However, although this option covers only functional services, currently there is no room for more staff in City buildings.

Finance Department: Finance Director took Council through the duties, roles, and all that is mandated to get done each year. Additional positions are needed to address the current workload. Council asked about sharing services with neighboring communities and outsourcing grant administration, how current grants are managed and how much grant work one employee can handle. Partnering with other cities and outsourcing may be options but, it would depend on the situation/program and more information would be needed to make this determination.

Fire Department: Fire Chief has a new hire coming in March to serve as Administrative Assistant and explained all current duties and roles of Fire Department. Programs include: fire suppression, safety programs, school programs, on site programs for kids and more. He's paid to work one day per week (Thursdays); however, he works full time on a volunteer basis. Fire dept. will be cross training their new admin asst. with Administration. City Manager is working on emergency preparedness with Fire and other departments will work together to update the plan. Volunteer organization handles 740 calls annually the top three reasons for calls are: 1) medical, 2) falls by elderly, 3) public assist fires.

Library: Library Director presented one chart, as the Library is staffed at a functional level. She explained the structure of employees, volunteers, library advisors and all roles and duties. She talked about Library services and what they offer. If the library budget is cut, services would be impacted. Council asked about the people who use our Library who do not live in St. Helena and was looking for creative opportunities for contributions from users that are not residents. Council also asked about reviewing best practices for small libraries, increasing use of volunteers, automation of services, and other options to help off-set costs.

Planning Department: Community Development, Planning, permits, zoning, etc. Building inspection functions are contracted out and chain of command, roles and duties were discussed. Good relationships and partnerships help in small cities with limited resources. City does not have dedicated staff focused on affordable housing, code enforcement or economic development. Department has come a long way to today; there used to be one person taking care of all duties; now there are three full time permanent staff members in this Planning Department. Also, there is a potential of having a new Planning Director coming on board next month who can help to expedite projects. Council would like to have a new Economic Development Director who can handle issues at hand, oversee all that needs to be completed; there is no capacity currently for anyone to take that on.

Police: Police Chief explained her Org Chart. The department is in need of additional staff to help balance the workload, additional staff would allow for current staff to take vacation and holidays without the managers having to backfill. The department has no administrative support staff. The Police Dog is worth the funding, because in the long run he saves the department money, while building relationships in the community.

Public Works (including Water and Wastewater) – Went through the process of the Department that includes Parks, Wastewater Plant, Encroachment permits, Public Works, all Water issues –

regional, storm water, trees, engineering. Additional staff is needed to ensure all laws and regulations are being met and facilities are properly maintained.

Recreation – With very limited staff (only 2.5 full-time employees), recreation provides summer Camps, Teen Center, Performance, Classes, summer staff, schools, facilities management, temps, sports, high school, summer, summer picnics, working with schools and supplements with the help of volunteers. They also partner with other towns, Calistoga, Yountville to improve and expand programing. Local businesses help to underwrite some of the costs in Soccer and other sports and a scholarship fund is currently being evaluated.

8. **Council Discussion / Priorities & 9. Priority Setting/Goal: 2015-16**

Highest needs/Projects by Council Member

Mayor Galbraith:

1. City's revenue - 1½ % Property Transfer Tax
2. Look at our Fees
3. Utility Enterprises

Council Member Dohring:

1. Start with Mission and Goals
2. Agrees with Mayor on his goals
3. Infrastructure

Council Member Pitts:

1. Solid long term financial plan
2. Transportation
3. Alternative Housing = Shared Service

Council Member Crull:

1. Right hotel, facelift, right fit in community
2. Looking at fees
3. Agrees with above

Council Member White:

1. Revenues
2. Capital Improvement – Reinvestment
3. Economic Development Director

Additionally, Council agreed that the following should be priorities:

- Long term financial plan should be updated annually
- Focus on what the City must have to operate. Grants are important. New hotels facilitated and expansion of existing hotels – either approve and see why approved pieces aren't being done; why are we at 53% when Yountville is 80% occupancy?
    - Existing hotels, occupancy rates
    - Why existing hotels are not expanding
  - Property Transfer tax

Public Comment:

- Thank you so much for doing this; long overdue. Need high wage jobs; develop transportation solutions; streets; cost-benefit for City projects; City sponsored events; build up the middle class; Garden events with food; use professional people in town, retired, volunteers. Campaign for 2/3 vote; parking meters; design review board.
- Support the Transfer tax
- New hotel, Harvest Inn, will be renovated; annex Meadowood,; want to have fun together – revenue raising by community dinner = fun fund raiser
- Long term affordable housing from commercial developers coming in to the city

9. Summary by Council Members/Next Steps

- Thanks to everyone for coming; very educational for us in hearing from staff today; fantastic job. We all need to understand that we don't have cash; we all feel the hit in our revenue problem. Need to become functional – we can get there.
- Appreciate the positive input, all going the same direction; looking forward to progress and support.
- Thank you for coming; incredible group of people. Need to keep moving forward; when we come up with programs and look forward to March 24.
- I (Mayor) do endorse my colleagues and elegance of community input helped me a lot. This was well thought through presentation. Hope that everybody will take the word into the community. We need adequate staff on firm footing. Need revenue – property transfer tax will help us, also the TOT side is mostly in hands of private enterprise. CM has looked down the road and is figuring into her financial forecast. Let's take time to read and understand. Community needs to understand and support us.
- Very optimistic in going forward; can see the staff we have, our City Manager and staff are dedicated to the City. We all need to look at the work being done. We're

committed to fiscal planning, wastewater planning. We're focused in the right direction with competent folks here. Need 2-way communication with all. As we set forth short term goals, need to also plan long term and come up with measurement so we can gauge how well we're doing.

- City Manager – wants to deliver services; is a doer – this has been very helpful to her and staff; very optimistic.

- **Summary of Top 6 Goals by Council - Outline of initiatives to be brought back as goals by March 24, 2015:**
  - Property Tax Transfer Tax
  - Look at all fee schedules and bring back options
  - Utility Enterprise rates and cost with recommendations
  - Set priorities for infrastructure improvements; bring back priorities
  - Bring back long term financial improvement plan – reviewed annually – include hotel completions and new and proposed projects
  - Hire Economic Manager/Assistant City Manager.

- **Present Goals and Priorities to Council for final review and adoption on March 24, 2015.**

Meeting adjourned at 3:32 p.m.

CITY OF ST. HELENA
RESOLUTION NO. 2015-____

RESOLUTION OF THE CITY OF ST. HELENA APPROVING THE 2015 STRATEGIC OBJECTIVES

RECITALS

A. On February 27, 2015, in a special public meeting City Council met to discuss and develop the Annual Strategic Plan/Objectives and for the staff to provide information for the Council and community on the current levels of services, department roles and responsibilities, staffing capacity, City organizational structure, City Manager's goals, and financial and organizational challenges.

B. Each Council Member discussed their role on Council and personal views on the current challenges facing St. Helena. Then heard from staff about the current activities, roles, responsibilities and capacity of each department.

C. After hearing from the public, Council Members and staff, an in-depth discussion about priorities followed. Each Council member discussed their highest priorities, goals and objectives for the coming year. Under a unanimous agreement Council identified six initiatives/objectives to focus on in the upcoming year, that all support the goal to **Secure City's Financial Future.**

RESOLUTION

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

City Council adopts the goal of Securing the City's Financial Future for the upcoming year, and the six objectives to implement in FY 2015/16 are as follows:

1. **Long-term Revenue Options:**
   Explore the adoption of a Property Transfer Tax, coupled with identifying the process to become a Charter City.
2. **Fee Changes:**
   Direct staff to review all current potential City fee schedules, then identify options and areas where changes, increases or addition of new fees can help to close funding gaps. These options will be brought back and presented to Council for consideration.
3. **Financial Assessment of Water & Waste Water:**
   Conduct a financial assessment of the Water & Waste Water Enterprise Fund (similar to the Long Range Financial Forecast) and review options that may help to close funding gaps. These options will be brought back and presented to Council for consideration.
4. **Infrastructure Needs:**
   Identify infrastructure needs for all City facilities and assets, set priorities and identify the funding needs to make improvements and options for funding and

implementation. These options will be brought back and presented to Council for consideration.

5. **Long Range Financial Forecast (LRFF)**
   Implement a standard practice of reviewing the LRFF annually, and more often if applicable. This annual review should include updates on the hotel completion and inclusion of new and proposed projects.
6. **Project/Economic Manager**
   Identify ongoing revenue to hire a Manager focused on economic development and special projects. This position could also be structured as an Assistant City Manager.

Approved at a Regular Meeting of the St. Helena City Council on March 24, 2015, by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED: ATTEST:

____
Alan Galbraith, Mayor

____
Cindy Black, City Clerk

THIS PAGE IS
INTENTIONALLY
BLANK