



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

**ST. HELENA CITY COUNCIL**  
**REGULAR MEETING**  
**APRIL 28, 2015**

**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. PLEDGE OF ALLEGIANCE**
- 2. ROLL CALL**
- 3. 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.
- 4. 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.

**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)

5. Consideration and proposed approval of resolution approving a Professional Services Agreement for Consulting Services with West Yost Associates in the amount of \$63,282 for Stonebridge Well Filter Restoration and Filter Media Replacement

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I  
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer  
Recommendation: Adopt

6. Consideration and proposed approval of resolution approving budget adjustments to various capital improvement projects in order to reflect actual prior year expenditures

CEQA Status: Not a CEQA Project  
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer  
Recommendation: Adopt

7. Consideration and proposed approval of resolution approving contract with Avtec Corp. to replace currently outdated dispatch radio system and software, cost \$81,395.00

CEQA Status: Not a CEQA Project  
Lead Staff: Jackie Rubin, Police Chief  
Recommendation: Adopt

8. Consideration and proposed approval of resolution approving outside employment for the City Manager with University of California, Davis Extension and California State University, Fullerton Extended Education

CEQA Status: Not a CEQA Project  
Lead Staff: Jennifer Phillips, City Manager  
Recommendation: Adopt

9. Consideration and proposed approval of an agreement with Boys and Girls Club of St. Helena and Calistoga (BGCSHC) to provide the Juvenile Diversion and Drug Resistance and Awareness Program (D.A.R.E.) Programs.

CEQA Status: Not a CEQA Project  
Lead Staff: Jackie Rubin, Chief of Police  
Recommendation: Adopt

10. Stating the City Council's intent to sell public property known as 684 McCorkle Avenue and setting a hearing for any protests to the sale and City Council action on the sale

CEQA Status: Not a CEQA Project  
Lead Staff: Aaron Hecock, Planner  
Recommendation: Adopt

## **NEW BUSINESS**

11. Final Decision on the Applicant Appeal of Tree Committee Decision to Deny Removal of the 14.5-inch Diameter at Breast Height Chinese Pistache Tree at 1752 Scott Street

CEQA Status: Categorically Exempt, Section 15061(b)(3)  
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer  
Recommendation: Adopt

12. Consideration and proposed approval of resolution Certifying the Environmental Impact Report for the Upper York Creek Dam Removal Project, adopt findings of fact and statement of overriding considerations, adopt a mitigation monitoring and reporting program, and authorize staff to proceed with development of bidding documents

CEQA Status: Environmental Impact Report  
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer  
Recommendation: Adopt

13. Uncodified Interim Urgency Ordinance Prohibiting Certain Activities that Waste Water and Implementing Mandatory Restrictions on Outdoor Irrigation to Promote Water Conservation, to Become Effective Immediately

CEQA Status: Categorically Exempt, Section 15269(c)  
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer  
Recommendation: Adopt

**ADJOURNMENT** The next Regular City Council meeting is scheduled for May 12, 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 April 24, 2015.



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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.



Report to the City Council  
Council Meeting of April 28th, 2015

**Agenda Section: Consent Calendar**

**Subject:** Resolution approving a Professional Services Agreement for Consulting Services with West Yost Associates in the amount of \$63,282 for Stonebridge Well Filter Restoration and Filter Media 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

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**BACKGROUND**

The Stonebridge filter vessels were installed and put into operation in 1991. Since this time the vessels have performed well and required minimal maintenance.

The Stonebridge Well Filter and Restoration project will replace spent filter media, remove and replace vessel protective coating and replace existing vessel piping.

This agreement includes the preparation of bidding documents for the above mentioned work; consisting of the preparation of plans, specifications and construction estimates. Once a contractor has been selected, this contract also provides for construction inspection and management.

**DISCUSSION**

A Request for Proposal (RFP) for the project was posted on the City website and sent to consultants on February 11, 2015. A pre-proposal meeting was held at City Hall followed by a site visit on March 3, 2015. Proposals were submitted to the City on March 17, 2015 at 5:00pm.

Proposals were received from West Yost Associates of Walnut Creek, California; Brelje & Race Consulting Civil Engineers of Santa Rosa, California; and GHD of Santa Rosa, California.

Proposals were reviewed by City staff consisting of Steven Palmer, Director of Public Works; Glen Wright, Interim Assistant Director of Public Works; and Dan Brunetti, Chief Water Treatment Operator.

All consultants were considered qualified to do the work. In the opinion of the review committee, West Yost Associates was determined to be the most qualified consultant for this project and provided the best overall consulting value to the City for the Stonebridge Well Filter and Restoration project.

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 \$63,282.00 from the Capital Improvement Program project Number W-102, "Stonebridge Well Filter". The proposed budget is shown below:

|                                     |                   |
|-------------------------------------|-------------------|
| W-102, Stonebridge Well Filter      | \$208,776         |
| Agreement with West Yost Associates | <u>(\$63,282)</u> |
| Remaining Budget                    | \$145,494         |

**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 West Yost Associates in the amount of \$63,282.00 for consulting services for the Stonebridge Well Filter Restoration and Filter Media Replacement project.

**ATTACHMENTS**

1. Resolution
2. Professional Services Agreement
3. Location Map

**CITY OF ST. HELENA**

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH  
WEST YOST ASSOCIATES IN THE AMOUNT OF \$63,282 BIDDING DOCUMENTS AND  
CONSTRUCTION INSPECTION AND MANAGEMENT FOR THE STONEBRIDGE WELL  
FILTER RESTORATION AND FILTER MEDIA REPLACEMENT PROJECT (W-102)**

**RECITALS**

- A. The City requires consulting services for preparation of bidding documents and construction inspection and management for the Stonebridge Well Filter Restoration and Filter Media Replacement Project; and
- B. The City Engineer requested and West Yost Associates responded with a proposal for design and services; and
- C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed that West Yost Associates has the skills, experience and qualifications to provide the desired services; and
- D. The attached agreement establishes the terms and conditions under which West Yost Associates will provide the necessary services; and
- E. The City Attorney has reviewed and approved the agreement; and
- F. The agreement will be funded by \$63,282.00 from the Capital Improvement Program project Number W-102, "Stonebridge Well Filter".

**RESOLUTION**

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

- 1. Approve Professional Services Agreement for Consulting Services with West Yost Associates.
- 2. The City Manager is authorized to execute the Professional Services Agreement with West Yost Associates.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

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Alan Galbraith  
Mayor

ATTEST:

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Cindy Black  
City Clerk

**PROFESSIONAL SERVICES AGREEMENT  
WITH WEST YOST ASSOCIATES FOR  
STONE BRIDGE WELL FILTER RESTORATION  
AND FILTER MEDIA REPLACEMENT**

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 West Yost Associates (Consultant).

**RECITALS:**

A. City desires to employ Consultant to furnish professional services in connection with the project described as Stone Bridge Well Filter Restoration and Filter Media 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 one year after award of this contract.

**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 A, “Scope of Services”**, attached hereto and made a part hereof. Total compensation shall not exceed \$63,282, 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: West Yost Associates  
1777 Botelho Drive, suite 240  
Walnut Creek, CA 94596

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:

City:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jennifer Phillips

Title: \_\_\_\_\_

Title: City Manager

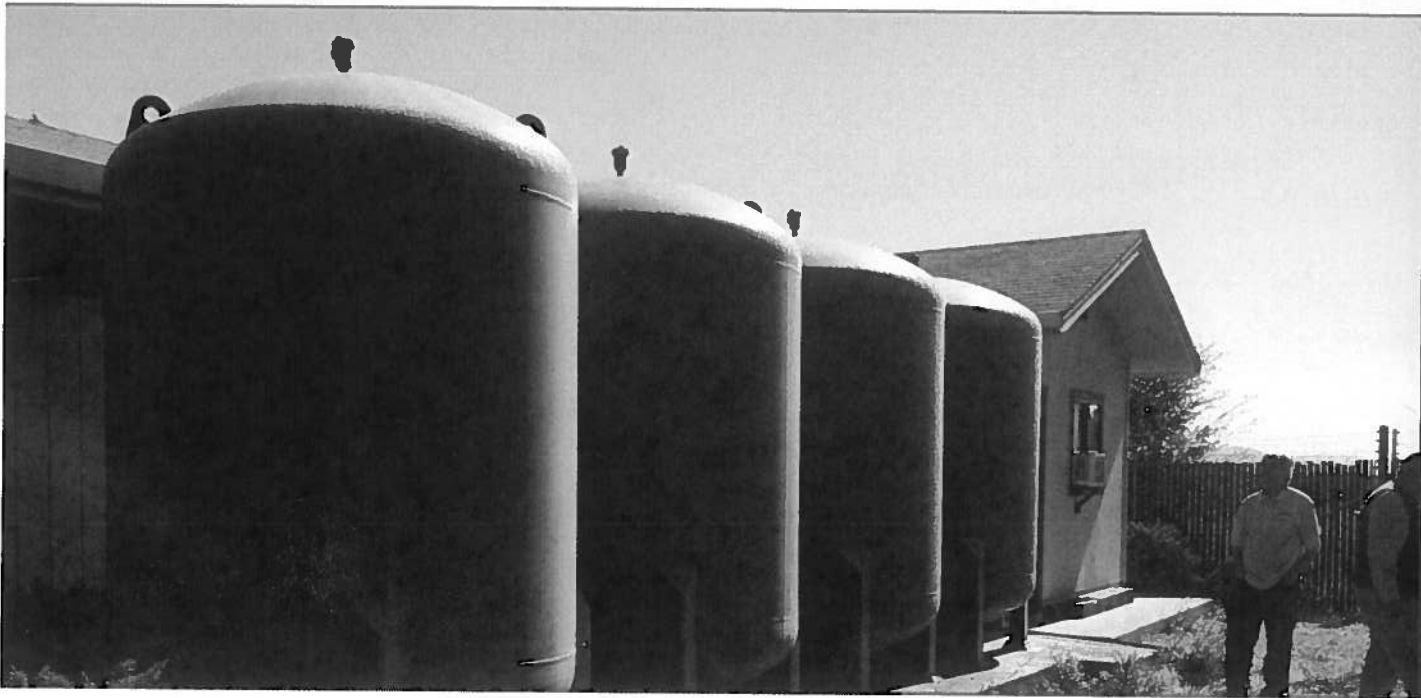
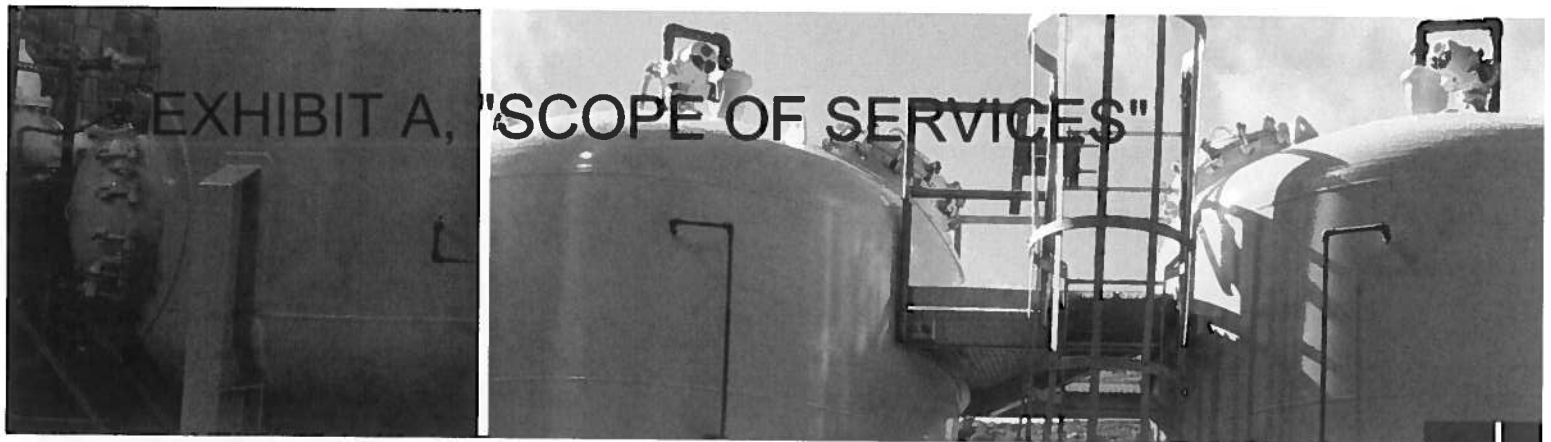
Approved as to Form:

By: \_\_\_\_\_

Name: Thomas B. Brown

Title: City Attorney

CC: Exhibit A



PROPOSAL

CITY OF ST. HELENA

## Stonebridge Well Filter Restoration and Filter Media Replacement

WEST YOST  
  
ASSOCIATES

# Cover Letter

WEST YOST ASSOCIATES



March 17, 2015

Mr. Glen Wright, P.E.  
Interim Assistant Public Works Director  
Public Works Department  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

SUBJECT: Proposal—Stonebridge Well Filter Restoration and Filter Media Replacement

Dear Mr. Wright:

West Yost Associates (West Yost) has organized a team of experienced water treatment plant design engineers and a protective coating and corrosion control system engineering subconsultant to develop a cost-effective approach to satisfying the City's objectives for rehabilitating four of the existing pressure vessel filters at the Stonebridge Well Water Treatment Plant. Key to our team's approach to your project is to begin with a focus on reducing risks and costs for the City while assuring the City receives the lifecycle value they are expecting from this project. As noted in our approach, new NPDES requirements have the potential to make on-site coating of this equipment expensive and risky and we believe the City will be best served by opting to take a first step on this project that evaluates the cost-benefits of a number of options available to you. In doing so, we are confident that West Yost, together with City staff, will determine the optimal, lowest cost, lowest risk, highest long-term value solution.

Gerry Nakano, as principal-in-charge for this project, and as a Vice President and Board of Directors Member for West Yost has the signing authority of the firm. This proposal is a firm offer for a 90-day period beginning 17 March 2015. Work will primarily be performed from our Walnut Creek and Pleasanton offices. West Yost Associates' corporate office is located at 2200 Research Park Drive, Davis, CA 95618, (530) 756-5905. Correspondence during the consultant selection process should be addressed to Craig Thompson, Principal Engineer, 1777 Botelho Drive, Walnut Creek, California 94596, (925) 949-5826 or to Gerry Nakano at 6800 Koll Center Parkway, Suite 150, Pleasanton, CA 94566, (925) 426-2580.

West Yost Associates will provide the insurance coverage described in Section 7 – "INSURANCE REQUIRED" and the and indemnification identified in SECTION 8 – INDEMNIFICATION included on pages 2 through 4 in the City's "AGREEMENT FOR CONSULTANT SERVICES" that is included as part of its request for proposal. We will provide the requested verification of coverage identified if selected to provide the requested engineering services, as requested by the City on page 3 in its "AGREEMENT FOR CONSULTANT SERVICES".

Sincerely,

WEST YOST ASSOCIATES

A handwritten signature in dark ink, appearing to read "Gerald S. Nakano".

Gerald S. Nakano, P.E.  
Vice President

GSN:CMT:dll

## Qualifications

- Project Understanding.....1-1
- Approach .....1-2
- Scope of Work .....1-2
- Responsible Personnel.....1-4
- Related Experience.....1-5

# Qualifications Package

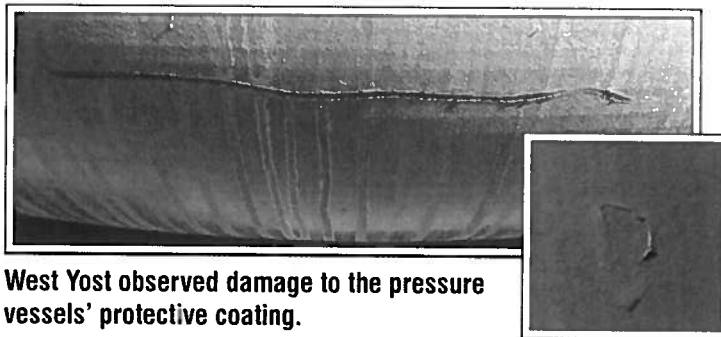
## Project Understanding

The City of St. Helena (City) owns and operates its Stonebridge Well Water Treatment Plant (SWWTP) to remove iron and manganese from two groundwater supply wells located between the Napa Valley College, Upper Valley Campus, and the Napa River, off of College Avenue. The SWWTP includes eight pressure vessel filters. Four of the filters were installed in 1991 and an additional four filters were added in 1999. The City plans to remove and replace the protective coating systems on both the inside and outside surfaces of the four older pressure vessel filters to restore corrosion protection that will help maintain their integrity through their full anticipated service life. No work is currently planned on the four newer pressure filters.

We understand that the original filter media design that includes both anthracite and manganese greensand media provides satisfactory service, but the filter media is nearing the end of its anticipated service life. The four layers of sand and gravel media support material and the internal PVC piping inside each of the four older filters also need to be replaced. The City wants to replace the PVC components with 304 stainless steel parts. We also understand that there are areas inside the pressure vessels where some of the surface wash units have damaged the protective coating system and corrosion has damaged the unprotected steel vessel. The corrosion damage is reported to be as deep as one-half the vessels' wall thickness and has the area of a "quarter" (about 1-inch in diameter) in some locations. We also observed external areas during our March 3rd site visit, where the protective coating system has been damaged and needs to be removed and replaced.

The City is seeking a consulting engineering firm that can prepare bid documents (drawings and technical specifications) that will enable the City to competitively bid this project and select a contractor to make the required pressure filter improvements in a cost-effective manner. During the March 3rd site visit, City staff (Glen Wright, Interim Assistant Public Works Director) indicated that it may be prudent to assess the feasibility of reconditioning the existing pressure filter vessels versus replacing these units with new pressure filters.

One of the challenges of the City's requested pressure vessel improvements includes replacing the four vessels' original exterior coating systems. On-site reconditioning of the vessels' exterior coating systems may be difficult and would subject the City to significant risks. The State Water Resources Control Board authorized/released a new Order, WQ 2014-0194-DWG General Order No. CAG 140001, Statewide National Pollution Discharge Elimination System (NPDES) Permit (Permit) for



**West Yost observed damage to the pressure vessels' protective coating.**

Drinking Water System Discharges to Waters of the United States on 18 November 2014. This new Permit will require all water systems in California that have a release of raw or treated water to obtain a permit to discharge water to a Water of the United States. The City will need to apply for the required permit by September 1, 2015, and must comply with its Permit requirements to avoid violation of the Clean Water Act.

Due to the proximity of the SWWTP site to the Napa River, and the area storm drains at the site, any water used to pressure-wash the four pressure vessels' exterior surfaces as part of efforts to prepare these vessels for application of a new exterior coating system would need to be collected and hauled off site rather than being permitted to enter the on-site drainage system and pass through to the Napa River. The recommended (optional) facility plan (Task 2) would evaluate whether it is in the City's best interests to recondition the four original pressure vessels on-site (or offsite) or whether to replace these four vessels with new pressure vessels that include more suitable vessel access ways.

We propose this optional new project task that includes assessing the costs, benefits, and risks associated with refurbishing the four pressure vessels on-site or off-site. These costs would be compared with the cost of purchasing new pressure filter vessels that include Cal-OSHA-compliant access ways prior to starting the requested design services. This would provide the City with the



information needed to select the most cost-effective, long-term solution.

## Approach

West Yost has organized a team of experienced water treatment plant design engineers and a protective coating and corrosion control system engineering subconsultant to develop a cost-effective approach to satisfying the City's project objectives. Based on our experience preparing bid documents for similar projects, we anticipate that the draft design drawings and technical specification sections can be prepared to a 50% design level for review by City staff, and the final bid-ready drawings and technical specifications can then be completed based on the City's review comments (We have included preparation of one addendum to the bid documents to address questions raised by potential bidders about the project design documents). However, since the City's RFP indicates that the consultant should submit 50%, 90%, and 100% design documents, we have also included the requested 90% design submittal in our scope and budget (although the potential deletion of the 90% submitted may be an option to reduce costs).

## Kick-Off

As part of our initial project (kickoff) workshop, we will review the City's project goals. We will also review optional materials and methods of achieving these goals, and the cost and anticipated service life of the improvement options for the four pressure filter vessels.

## Pressure Filter Reconditioning and Media Replacement

As requested by the City, West Yost will develop the technical design documents (plans and specifications) for the filter improvements project that the City will integrate with its General Conditions to complete the project bid documents. The design documents will identify required project tasks that include removing the four filters' internal piping components, filter media, media support sand and gravel material, and stripping off and replacing the protective coating systems (internal and external) on each filter.

The design documents will also detail application of a new protective coating system to both the interior surface inside each pressure vessel and also on the exterior surface of each pressure vessel, the new internal piping system materials, media support sand and gravel layers, and the two filter media layers.

## Scope of Work

### Project Description

#### Task 1. Project Management

This task will include project management activities, including day-to-day administration, progress meetings and technical reviews.

##### 1.01 – PROJECT ADMINISTRATION

Our Project Manager will monitor progress of individual tasks and coordinate completion of work products and serve as the central point of communication on the project. He will also monitor task budgets and the project schedule. Schedule changes, if required, will be provided to the City.

##### 1.02 – QUALITY ASSURANCE AND QUALITY CONTROL

Quality Assurance/Quality Control (QA/QC) is an important part of producing high-quality deliverables. West Yost combines a formal QA/QC process with proven project management activities. The QA/QC program provides a second layer of expert oversight on all deliverables.

Prior to the start of the project, our project manager will establish a Project Management Plan (PMP) that speaks directly to the unique challenges of the project at hand. This tool helps keep project deliverables on schedule and within budget. Our work methods establish and maintain project momentum, and facilitate communication and timely decision-making to provide the greatest value for the City. The PMP is a living document that can be updated and revised throughout the course of the project, serving as a dynamic reference for tracking project progress and modifications.

#### Task 2. Facility Plan (Optional)

Based on City staff's comments during the March 3rd visit to the Stonebridge WTP site, we strongly recommend that the project include a facility planning phase that precedes the proposed design phase. The facility plan would evaluate the costs and benefits of three alternative strategies to restore (or replace) the pressure filter vessels that were installed in 1991. This feasibility study would develop conceptual design level opinions of probable construction cost (OPCC) for on-site reconditioning of the four pressure vessels, off-site reconditioning the existing pressure vessels, and replacing the four pressure vessels with new pressure vessels that include Cal-OSHA-compliant pressure vessel access ways.

This proposed optional task will help the City decide if reconditioning the four 25 year old (by the time that the work is completed) pressure filter vessels with the reconditioned vessels' anticipated service life, offers a more cost-effective strategy for maintaining treatment

March 17, 2015

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plant capacity than replacing these four vessels with newer vessels that include larger access ways that provide better access into these pressure vessels for the required maintenance tasks.

### **Task 3. Design Documents**

We will submit design documents to the City at the 50%, 90%, and 100% in the City's required format. Our design documents will include design drawings and specifications for construction of the requested filter improvements to filter numbers one through four at the City's Stonebridge Well Water Treatment Plant. The design documents will identify removing and recoating each filter's interior and exterior protective coating system, removing and replacing each filter's internal piping with 304 stainless steel materials, and removing and replacing 15-inches of anthracite filter media with a 0.6 to 0.8 millimeter (mm) effective size and 15-inches of manganese green-sand (glauconite), plus four 3-inch layers of support gravel material between the greensand media and the concrete fill in the bottom of each pressure filter.

#### **3.01 – CONSTRUCTION DRAWINGS**

We will prepare design drawings in accordance with the SWRCB of Drinking Water's (DDW's) current design requirements, City of St. Helena design standards, and the American Water Works Association (AWWA) guidelines and requirements.

#### **3.02 – SPECIFICATIONS**

We will prepare project technical specifications in accordance with the DDW's current design requirements that include the DDW requirement that all materials that are in contact with the water have certification in compliance with National Sanitation Foundation (NSF) and American National Standards Institute (ANSI) Standard 61, City of St. Helena design standards, American Water Works Association (AWWA) guidelines and requirements.

#### **3.03 – OPINION OF PROBABLE CONSTRUCTION COST**

We will prepare an Opinion of Probable Construction Cost (OPCC) for the filter reconditioning and media replacement project at the 50%, 90%, and 100% design phases.

### **Task 4. Bidding Assistance**

We will provide bidding assistance to the City that includes preparing design drawings and technical specifications describing the required filter reconditioning and replacement tasks. We will submit an electronic copy of the drawings and specifications to the City, which the City can incorporate into its general conditions for the project. We understand that the City will advertise and issue bid documents to potential bidders.

We will participate in one pre-bid site visit, and will prepare one addenda to the design documents that provides responses to potential bidders' questions.

### **Task 5. Construction Assistance**

We will provide engineering services during construction, construction management, and inspection services for the filter rehabilitation work.

Our engineering services during construction will include reviewing up to five shop drawing submittals, responding to five Contractor requests for information, and assisting the City in reviewing one Contractor change order request.

Our construction management and inspection services for the four filters' improvements project will include the following:

1. Inspection of each filter after the filter media, internal piping, and the original protective coating system have been removed and the interior surface has been sand-blasted to provide the required surface for application of the new protective coating system.
2. Inspection of each filter after the new coating system has been installed to verify that the required thickness was applied and that the protective coating system has a uniform surface without runs, sags, or other visible coating system imperfections.
3. Inspection of each filter after the underdrain system and four media support material layers have been installed, and while the two filter media layers are being installed.
4. Inspection of each filter after the surface wash system and spent backwash water collection systems have been installed to check the condition of the protective coating system to verify that no areas were damaged when the media or the surface wash and spent backwash collection systems' components were being installed.
5. Final inspection after the filters' exterior surfaces have been pressure washed and prepared for application of the new exterior protective coating system. We will perform a sixth filter inspection after the filters' exterior surfaces have been covered with the specified exterior protective coating system, to verify that the required thickness was installed and that the protective coating system has a uniform surface without runs, sags, or other visible coating system imperfections.
6. Prepare Record Drawings of the reconditioned filters.

Our budget for the six inspection tasks is based on an assumption that the Contractor will be able to work



on all four filters and conduct each task concurrently, thereby permitting completion of each filter's inspection tasks during one week (40 hours per filter for all inspection tasks).

### Task 6 – Workshops (Optional)

We recommend that the project include a project kickoff workshop to provide an opportunity to confirm that our team has a clear understanding of the City's project goals and the City understands and is in agreement with the Team's approach. We also recommend that we hold a 50%, 90%, and 100% design review workshop with City staff to discuss and confirm proposed changes to our design documents prior to finalizing them for bidding.

## Responsible Personnel Team Organization

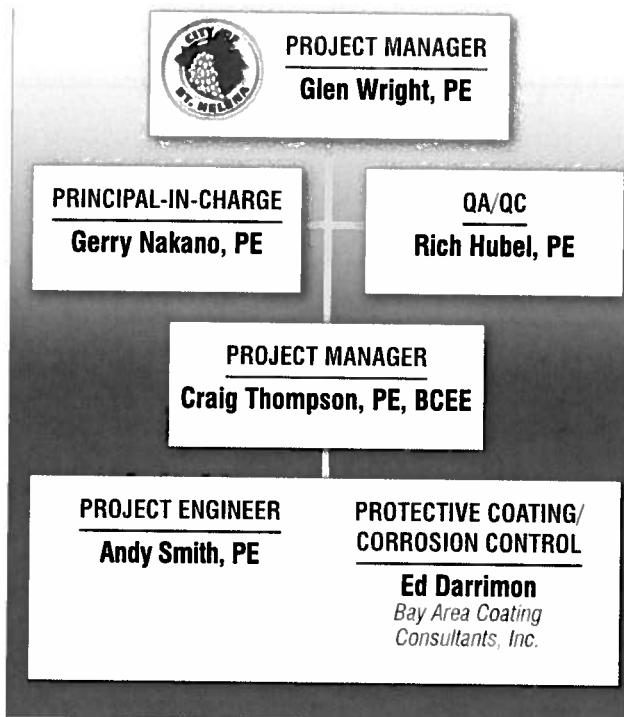
Our proposed project team organization is shown in the adjacent chart, with **Gerry Nakano** as Principal-in-Charge, **Craig Thompson** as Project Manager, **Andy Smith** as Project Engineer, **Rich Hubel** as our QA/QC Manager, and subconsultant **Ed Darrimon** of **Bay Area Coating Consultants, Inc. (BACC)** as our Protective Coating and Corrosion Control Engineer.

### Team Qualifications

Detailed resumes are included in Section 2.

Our team will be lead administratively by **Gerry Nakano**, who will serve as Principal-in-Charge and will provide high-level oversight to ensure appropriate firm resources are dedicated to this project. Specializing in water resources master planning of water systems, Gerry is highly skilled in distribution system hydraulic model development, calibration, analysis of reservoir outage plans, and analysis of alternative demand and distribution system configuration scenarios to optimize these systems. He has used hydraulic simulation models to analyze water quality constituents to locate, size, and evaluate various water supply sources, reservoirs and elevated storage tanks, wells, booster pump stations, main transmission lines and turn-outs and other points of demand in a distribution system network under various average day, maximum day, peak hour, fire-flow demand, and emergency conditions.

Our proposed Project Manager, **Craig Thompson**, has over 28 years of water treatment plant design experience and has designed filters and filter improvements for filters with a combined filtration capacity greater than 400 million gallons per day (mgd). Craig will lead the pressure filter improvements design and will be responsible for preparing the project design documents, including design drawings, technical specifications, and an OPCC for the pressure filter improvements.



Craig has designed similar vertical pressure vessel filters for both Humboldt Bay Municipal Water District and Coastsides County Water District. He has planned, operated, and coordinated both pilot- and plant-scale filter performance studies that were reviewed and approved by the DDW's predecessor agencies, including the Department of Health Services (DHS) and the California Department of Public Health (CDPH).

Our proposed QA/QC manager, **Rich Hubel**, has over 32 years of experience in water treatment plant design, including design of pressure vessel filter units used for iron and manganese removal. He has served as project manager and technical advisor for water supply, treatment, pumping, distribution and storage facilities projects. With a primary expertise in water treatment, Rich has designed and project-managed 10 completely new surface water treatment plants, and 40 groundwater and surface water treatment plant renovations/additions with capacities ranging from 0.5 to 150 mgd. Rich has also completed dozens of water supply planning studies, water quality and treatment evaluations, and other special evaluations and initiatives.

Our proposed Project Engineer, **Andy Smith**, has ten years of engineering experience in water and wastewater treatment facilities in Northern California. His treatment facility experience includes master planning and predesign, detailed design, and preparing cost estimates. Andy was responsible for development of detailed construction and life cycle project cost estimates

for all project facilities associated with the \$270 million Davis-Woodland Water Supply Project, which includes a state-of-the-art 30 mgd water treatment plant (currently under construction), as well as for a variety of treatment alternatives for the City of Galt's wastewater treatment system upgrades. He also developed detailed construction and project cost estimates for use the City of Davis' design-build procurement for secondary and tertiary improvements at its wastewater treatment plant.

### Project Subconsultant

#### BAY AREA COATING CONSULTANTS, INC.

Our proposed Protective Coating and Corrosion Control Engineer, **Ed Darrimon**, is President of BACC. Ed will work closely with West Yost to prepare the technical specifications that describe removal of the original protective coating system and both surface preparation and application of the protective coating systems on the filters' interior and exterior surfaces. Ed will also provide on-site inspection and observation of the Contractor's surface preparation work and of the work to apply the protective coating system to the pressure vessels' interior and exterior surfaces.

## Related Experience

Our proposed Project Manager, **Craig Thompson**, has designed vertical pressure vessel filters that are in use by both Humboldt Bay Municipal Water District and Coastsidewater District (shown on proposal cover).

### Turbidity Reduction Facility – Humboldt Bay Municipal Water District

**REFERENCE:** Ms. Carol Rische, General Manager, 828 Seventh Street, Eureka, CA 95501, (707) 443-5018, gm@hbmwd.com; **TEAM:** Craig Thompson (Lead Design Engineer); **VALUE:** \$10M

Craig served as lead design engineer for both six granular media filters installed in concrete basins and the 10-foot diameter, 16-foot tall vertical pressure filter that is used to remove particles from the clarified spent filter backwash water. The pressure filter produces recycled water with turbidity that is less than 2.0 nephelometric turbidity units (NTU) in accordance with the California Cryptosporidium Action Plan (CAP). The pressure filter consistently produces filtered water that has turbidity less than 0.2 NTU, well below the CAP-required performance goal.

The 10-foot diameter pressure vessel filter includes two 24-inch diameter access ways that include spring-assisted opening systems. One access way is located near the bottom of the pressure vessel and the other is near the top of the pressure vessel. These two personal access ways provide access to the pressure filters' internal components

to facilitate the –DDW's required annual inspection tasks identified in California Code of Regulations Sections (§) 64660 "Operating Criteria," paragraph (b)(8), and §64662 "Records" paragraph (a)(2). The pressure vessel filter has a protective coating system that complies with drinking water system components' regulatory requirements that were in effect at the time that this equipment was designed. The pressure vessel includes both a water backwash system and an air wash air supply system that enhances filter backwashing.

### Denniston Creek WTP Improvements – Coastsidewater District

**REFERENCE:** Mr. David Dickson, General Manager, 766 Main Street, Half Moon Bay, CA 94019, (650) 726-4405 x13, ddickson@coastsidewater.org; **TEAM:** Craig Thompson (Lead Design Engineer); **VALUE:** \$5M

Craig served as project manager for the feasibility study, preliminary design, final design, engineering services during construction, start-up training and support for Coastsidewater District's Denniston Creek Water Treatment Plant (DCWTP) Improvements Project. The DCWTP improvements included installing two new 10-foot diameter pressure vessels that include 48 inches of granular media that provide pre-treatment ahead of the DCWTP's three pressure filters. Each of the pre-treatment units operates at pressures as high as 100 psi and are ASME-certified pressure vessels. Each pressure vessel includes two 24-inch diameter access ways with spring-assisted openings. One access way is located near the bottom of the pressure vessel and the other is near the top of the pressure vessel. These two access ways provide improved access to the treatment units' internal components to facilitate the DDW-required annual inspection tasks identified in § 64660(b)(8) "Operating Criteria," and § 64662(a)(2). The specification section for the pressure vessels require that the coating system be certified in accordance with NSF and ANSI Standard 61, *Drinking Water System Components – Health Effects*. The pressure vessel includes both a washwater supply system and also an air wash air supply system that enhance the media washes.

### Nine Tanks/Failure Analysis, Coating, Lining Inspection and Consulting – Soquel Creek Water District

**REFERENCE:** Mr. Taj Dufour, Engineering Manager, 5180 Soquel Drive, Soquel, CA 95073, (831) 475-8500, TajD@soquelcreekwater.org; **TEAM:** Ed Darrimon (Project Manager); **VALUE:** \$6.7M

BACC has been providing failure analysis, specifications, inspection and consulting services on a yearly basis for over ten years. BACC has also completed 7 GAC vessels.



## Resumes

### West Yost Associates

- Gerry Nakano, PE
- Craig Thompson, PE, BCEE
- Rich Hubel, PE
- Andy Smith, PE

### Bay Area Coating Consultants, Inc.

- Ed Darrimon

WEST YOST ASSOCIATES

## Gerry Nakano, PE

### Principal-in-Charge

Gerry Nakano has over 38 years of water resources engineering experience including the planning, design, and construction of municipal production wells and multiple completion monitoring wells; hydraulic modeling and evaluation; design, development and phasing of various water supply and distribution facilities. Specific technical experience includes: preparation of plans and specifications for new municipal production wells, monitoring wells, well rehabilitation, and well abandonment; implementation of water and wastewater master plans; hydraulic network analysis/modeling; water facility evaluation, groundwater sustainable yield and water quality analyses; conjunctive use and supplemental water supply studies; saltwater intrusion and subsidence evaluations; water rights investigations; environmental investigations; and design and preparation of plans and specifications for pipelines, pump stations, storage tanks, and surface water diversion structures.

### SELECT EXPERIENCE

**Water Master Plan Update, City of Santa Rosa, California:** Project Manager responsible for the technical evaluation of the City's existing and future water transmission and distribution pipelines, pump stations and reservoirs, wells and supply sources available to meet the existing and future demands of the City's residents. Infrastructure was sized and located to enable the City's existing system to meet newly adopted design standards, and future facilities were then located and designed to allow the City to meet future system demands without adversely impacting the system reliability or efficiency. An operational hydraulic model of the City's system was also developed and calibrated as part of this project.

**Conjunctive Use Program Feasibility Evaluation, City of Santa Rosa, California:** Conducted feasibility evaluation of implementing a conjunctive use program, which would utilize excess surface water supplies available during off-peak demand periods and injection of these surplus supplies into the groundwater basin through the use of injection/extraction wells.

**Napa Water System Master Plan and Operational Model Development, City of Napa, California:** Project manager assisting the City of Napa in the conversion, updating, enhancement, calibration and verification of an outdated water system hydraulic model for the City's 2005 Master Plan. West Yost developed a hydraulic network analysis model of the City's water distribution system to allow full integration of the City's Geographical Information System capabilities. The analysis included extended period simulation modeling of the hourly operation of various pump stations, evaluation of phasing/timing issues associated with treated water demand ramp-up over time, and ultimately, evaluation of pump stations needed to move 30 mgd of the City's projected treated water buildout demand from Jamieson Water Treatment Plant through the City's existing transmission system to the various treated water end users. The City's water distribution system serves approximately 70,000 customers



### Professional Registrations

- Professional Civil Engineer;  
California No. 29524

### Education

- BS, Civil Engineering, University of  
California, Berkeley

### Certifications

- Grade III Water Treatment Plant  
Operator

### Professional Affiliations

- American Society of Civil  
Engineers
- American Water Works  
Association
- Association of California Water  
Agencies
- Bay Area Water Works  
Association
- California Groundwater  
Association
- Groundwater Resources  
Association
- National Water Well Association

### Publications

- Co-authored with J.S. Jenks  
and F. Salas, "Construction  
and Testing of Wells for  
Power Plant Supply," Aqua  
Expo '83 International Water  
Technology Exposition and  
Conference, Acapulco, Mexico,  
March 14, 1983

with 23,000 metered connections, through a system of pipelines ranging from 2 inches to 42 inches in diameter. Water service is segregated into five hydraulically distinct pressure zones; two of these pressure zones are further divided into subzones. Due to the complexity of the City's distribution system, the verification process was grouped into eight service areas based on the direct supply from either of the two City treatment plants. Model predicted and field observed pressures and flows were compared for consistency, and modeling parameters adjusted until the model accurately reflected actual system operations. Since completion of the model, West Yost has provided assistance to City staff in use of this model to further optimize and plan the City's water distribution and storage facilities and operations.

**2050 Napa Valley Water Resources Study, Napa County, California:** Project manager for this comprehensive integrated water resources management plan that developed municipal and agricultural demand projections through the year 2050 for the entire Napa Valley area. One of the Project objectives was to assist all the municipal agencies in the valley in the development of an integrated water resources plan to continue to reliably serve the needs of current and future valley residents. A critical aspect of this work involved the analysis of current and future agricultural water demands associated with the vineyards and other specialty crops grown in the Napa Valley. West Yost's analysis included estimation of vineyard needs related to soil type; grape variety; evaluating the impact of changing vine spacing due to densification and different trellising and canopy covers; hillside/terracing considerations; and water needs associated with frost protection.

**Water Master Plan, City of Tracy, California:** Supervised the preparation of a comprehensive water master plan for the City of Tracy. This project involved the extensive modification and calibration of an out-dated water distribution model. The City's system includes distribution of both treated surface water and numerous groundwater wells to multiple pressure zones through a combination of pump stations and PRVs. Through the collection and evaluation of numerous fire hydrant tests, this three-zone model was calibrated to within  $\pm 2$  psi of actual field measurements. This model is currently used as an operational model to evaluate and design water infrastructure required to serve new developments. A distribution model of the City at ultimate buildout was also developed and used to evaluate and establish future production well locations, pipeline and storage facility sizes, pressure zone breaks, and water treatment plant sizing.

**Water Supply Study, Mountain House Development, California:** Investigated options to provide the proposed community with a water supply. Work tasks included developing demand projections, taking into account both peaking factors and project phasing, conceptual design of a raw water pump station and transmission pipeline, water treatment plant, treated water pump station, treated water reservoirs, distribution system layout, and a preliminary cost estimate for the water system.

**Zone 7 Water Supply Plan, Zone 7 Water Agency, Pleasanton, California:** Project Manager responsible for preparing action plan for Zone 7 for meeting projected treated and untreated water demands using a combination of SWP entitlements, water transfers and exchanges, recycled water, demineralized brackish water, and local and non-local groundwater storage. Work includes demand projections, analysis of imported water conveyance facility needs and capacity, preliminary comparison of water treatment plant expansion alternatives, and development, calibration, and analysis of in-valley transmission system alternatives using H<sub>2</sub>ONET and SynerGEE workstation.

**Integrated Water Resources Study, City of Santa Rosa, California:** Responsible for managing and directing a comprehensive integrated water resources study focused on using the locally available groundwater resources to supplement reduced imported surface water deliveries. The following detailed analyses and evaluation of the groundwater basin beneath the City of Santa Rosa were performed as part of this study:

- Physical inspection and evaluation of the condition of the City's existing wells.
- Analyses of historic water level, water quality and gradient data, for City wells and other private wells.
- Development of specific protocol for the collection of water level and water quality data.
- Aquifer testing of selected City wells to determine the following aquifer characteristics:
  - ▶ Static and pumping water levels, and total drawdown.
  - ▶ Specific yields and production capacity.
  - ▶ Radius of influence and aquifer transmissivity values.
  - ▶ Analyses of hydrogeologic data to identify which water bearing zones have the best water quality and yields.
  - ▶ Recommendation of potential drilling locations and specific water bearing zones for the design and construction of potable production wells.

## Craig M. Thompson, PE, BCEE

### Project Manager

Craig Thompson's 29 years civil engineering experience is primarily focused on water supply, including major involvement in 26 water treatment facilities with a total capacity of over 900 mgd and for plant capacities that range between 1 and 320 mgd. His experience includes regulatory compliance evaluations and training; condition assessments for water treatment plant facilities; award-winning process designs; construction inspection; start-up training and assistance; process optimization studies; and the design, construction, and operation of pilot plants.

Craig has been an invited speaker at workshops organized by the US Environmental Protection Agency (USEPA), California Division of Drinking Water (DDW), and California/Nevada Section AWWA. He has worked with both USEPA and DDW on behalf of water agencies. He currently serves as the California-Nevada Section AWWA Safe Drinking Water Act Committee chair, served on the Section's Governing Board as Trustee for both Water Quality and Operations and Maintenance Divisions, and is past chair of the International Ozone Association-Pan American Group and Cal/Nevada Section Water Quality Division.

### SELECT EXPERIENCE

**Denniston Creek Water Treatment Plant, Coastside County Water District, Half Moon Bay, California:** Project Manager for feasibility study, preliminary design, final design, engineering services during construction, and start-up support of new pre-treatment processes and washwater recovery system to optimize cost-saving water production from a coastal stream in San Mateo County.

**Ophir Water Treatment Plant, Placer County Water Agency, Auburn, California:** Project Engineer for Feasibility Study evaluation of alternative water treatment processes and to develop conceptual design of new 30-mgd water treatment plant.

**Rio Vista Water Treatment Plant Expansion, Preliminary Design Report, Castaic Lake Water Agency, Santa Clarita, California:** Project Engineer for the design of improvements to increase capacity from 30- to 66-mgd. Lead Process Engineer for original ozone system, contact clarifiers, and clarifier-filter building for the first 30-mgd phase of planned 140-mgd capacity water treatment plant.

**Jamieson Canyon Water Treatment Plant Upgrade and Expansion, City of Napa, California:** Process Engineer for the design of modifications to expand and upgrade conventional filtration treatment process for regulatory compliance and capacity increase. Improvements include new pre-ozone contactor, flocculation-sedimentation pre-treatment trains, intermediate ozone pipeline contactor, modify four existing and add two filters, and spent washwater handling system.



### Professional Registrations and Certifications

- Professional Civil Engineer, California No. 44224
- Board Certified Environmental Engineer, American Academy of Environmental Engineers

### Education

- BA, History, University of California, San Diego
- BS, Civil Engineering, University of California, Berkeley
- ME, Civil Engineering, University of California, Berkeley

### Professional Affiliations

- American Society of Civil Engineers
- American Water Works Association
- Chi Epsilon
- International Ozone Association

Hennessey Water Treatment Plant, City of Napa, California: Project Engineer for the design of a new surface wash and filter-to-waste system for existing self-backwashing filters' to improve filter performance and regulatory compliance.

Calaveras County Water District, Jenny Lind Distribution System Disinfection Byproducts Compliance Support: Project Engineer for assessment of cause of high disinfection byproduct concentrations in water distribution system and identified strategies that enabled District to comply with Stage 1 Disinfectants and Disinfection Byproducts Rule.

San Francisco Public Utilities Commission Operator and Engineering Staff Training Program: Project Engineer for operator and engineering staff training program that provided continuing education credits for District staff. Training program materials included drinking water regulations and strategies to optimize operation and ensure compliance with regulatory requirements.

Alameda County Water District Operator and Engineering Staff Training Program: Project Engineer for operator and engineering staff training program that provided continuing education credits for District staff.

Graham Hill Water Treatment Plant, City of Santa Cruz, California: Quality Assurance/Control and Technical Advisor for filter improvements project to a 50 year old water treatment plant.

Lloyd L. Heckathorn Turbidity Reduction Facility Design, Humboldt Bay Municipal Water District, Eureka, California: Project Engineer for the evaluation of eight treatment processes for new 21-mgd surface water treatment plant. Designed deep bed filters.

San Francisco Public Utilities Commission, Harry Tracy Water Treatment Plant Improvements, California: Technical Advisor for combined 3 million gallon disinfection contactor and 8 MG clearwell for disinfection system upgrade.

Lake Bard Water Filtration Plant Expansion, Calleguas Municipal Water District, Thousand Oaks, California: Lead Designer for the design of the 2005 American Academy of Environmental Engineers (AAEE) Grand Prize Award-winning hypolimnion oxygenation system that uses ozone contactor off-gas to improve source water in Lake Bard. Designed ozone system and hydraulic flocculation system for original 50-mgd facilities, and modifications to ozone system and filters to increase capacity to 65-mgd.

Peterson Water Treatment Plant Hydraulic Capacity Expansion, San Juan Water District, Granite Bay, California: Project Engineer for the Master Plan to increase treatment capacity from 120- to 240-mgd. Process Engineer for filter backwash handling and solids dewatering facility improvements, filter media replacement, and plant-scale filter study to increase capacity from 120 to 180-mgd.

Harry Tracy Water Treatment Plant (HTWTP) Condition Assessment, San Francisco Public Utilities Commission, Millbrae, California: Project Engineer for a condition assessment project to identify process units and systems that limit capacity or performance that should be upgraded to improve performance and regulatory compliance.

Corona Del Mar Water Treatment Plant Rehabilitation and Upgrade, Goleta Water District, Goleta, California: Project Engineer for a water treatment plant audit to develop capital improvement program for a surface water treatment plant. Prepared Preliminary Design documents for Design-Build project.

Castaic Lake Water Agency, Santa Clarita, California: Project Engineer for Earl Schmidt FP Clearwell improvements evaluation project.

Lloyd L. Heckathorn Turbidity Reduction Facility Design, Humboldt Bay Municipal Water District, Eureka, California: Project Engineer for the preliminary design of a baffled circular 2 million gallon disinfection contact tank to provide 2-log Giardia disinfection credit to meet CDPH requirement.

Clearwell Improvement Project, Kern County Water Agency, Bakersfield, California: Project Engineer for the design of modifications to existing clearwells to provide disinfection CT credit. Designed new rapid mixer to replace turbine mixer at existing Water Treatment Plant.

Mills Water Filtration Plant Rehabilitation Preliminary Design, Metropolitan Water District, Riverside, California: Project Engineer for the evaluation of the condition of water treatment facilities in two 80-mgd conventional filtration treatment trains that had not operated for 10 years. Identified rehabilitation required to return units to operating condition and regain 320 MGD capacity.

## Richard Hubel, PE QA/QC

Rich Hubel has over 31 years of experience as a project engineer and manager, engineer-in-responsible-charge, and technical advisor for numerous water supply, treatment, pumping, distribution and storage facilities. With a primary expertise in water treatment, Rich has designed and/or project managed 10 entirely new surface water treatment plants, and almost 40 groundwater and surface water treatment plant renovations/additions with capacities ranging from 0.5 to 65 million gallons per day (mgd). Rich also has completed dozens of water supply planning studies, water quality and treatment evaluations, other special studies and initiatives.

### SELECT EXPERIENCE

#### DESIGN AND CONSTRUCTION: SURFACE WATER TREATMENT

Ten entirely new water treatment plants and over 30 water treatment plant renovations/additions with capacities to 65 million gallons per day and individual project values to \$100 million, including:

**New Water Treatment Plant, Mountain House Community Services District, California:** Provided design peer review and engineering services during construction of a 15 million gallons per day water treatment plant that treats water from the Sacramento-San Joaquin River Delta. Treatment processes include high-rate sedimentation, activated carbon filtration-adsorption, and ultraviolet light disinfection.

**Plant Upgrades, City of Corvallis, Oregon:** Designed filter renovations for conventional surface water treatment plant with capacity of 24 million gallons per day. Retrofitted gravelless underdrains, dual media including granular activated carbon, and air scour system.

**Plant Upgrades, City of Grants Pass, Oregon:** Designed filter renovations for conventional surface water treatment plant with capacity of 20 million gallons per day. Renovations included concrete repair and gravelless underdrains, dual media, and surface wash sweeps.

**New Plant, City of Delran, New Jersey:** Designed 30 million gallons per day ozonation, high rate solids contact clarification, granular activated carbon adsorption/filtration, zero-discharge plant that treats water from industrialized area of Delaware River and is readily expandable to 50 million gallons per day. This regional water supply and treatment plant includes passive-screen intake system, state-of-the-art instrumentation and control system, regional laboratory, and public education center. Commissioned in 1996, this plant is still American Water's most advanced water treatment plant.



#### Professional Registrations

- Professional Civil Engineer; Virginia No. 17602

#### Education

- MS, Civil and Environmental Engineering, Clarkson College, Potsdam, NY
- BE, Civil Engineering, Manhattan College, Bronx, NY

#### Professional Affiliations

- American Water Works Association (AWWA)
- AWWA Standards Council, Filtering Materials Committee
- Past Chair of New Jersey AWWA Newsletter Committee
- Board of Directors, International Ultraviolet Association

**New Plant, City of Norristown, Pennsylvania:** Designed 18 million gallons per day high rate solids contact clarification, granular activated carbon adsorption/filtration, zero-discharge plant that treats Schuylkill River water. Careful coordination of design and construction phases was required to replace original plant while maintaining water service to community, which did not have alternative source of supply.

**Plant Improvements, City of Huntington, West Virginia:** Renovated and expanded intake screens, renovated raw water pumping facilities, renovated and high rated sedimentation basins, renovated filters and pipe gallery, replaced liquid and dry chemical storage and feed facilities, and upgraded electrical and instrumentation systems for 20 million gallons per day plant that treats Ohio River water. Significantly improved plant reliability and finished water quality.

**Plant Improvements, Town of Greenwich, Connecticut:** Renovated intake structure and traveling screen, and upgraded and high rated 6.0 million gallons per day plant that treats Mianus River water to achieve necessary capacity and ensure compliance with Surface Water Treatment Rule and Disinfectants/ Disinfection Byproducts Rule. Replaced liquid and dry chemical storage and feed facilities as well as instrumentation and control system.

## PLANNING AND FEASIBILITY STUDIES

**Water Treatment Facilities, American Water:** Evaluated alternatives and prepared hundreds of project recommendations, cost estimates and priorities for planning studies in Bluefield, West Virginia, Chattanooga, Tennessee, Davenport Iowa, East St. Louis, Illinois, Granite City, Illinois, New Castle, Pennsylvania, and various other public water systems.

**Recycled Water Engineering Report, City of Healdsburg, California:** Prepared engineering report for recycled water system that is proposed to achieve zero discharge and serve agricultural and urban customers. In addition to fulfilling regulatory requirements, auxiliary purposes of the project were to define, hydraulically model, and estimate the cost of the proposed recycled water infrastructure in preparation for the design phase.

**Water Supply Planning Study, City of Willits, California:** Prepared water demand projections to 2025 and build-out, assessed reliable capacity of existing surface water supply, and evaluated Demand Management Measures and various alternatives to augment existing surface water supply as necessary. Recommended phased development of supplemental groundwater supply, which was deemed most cost effective even with need for groundwater treatment. Currently preparing drought and water supply action

plan, a water system capacity evaluation, and CEQA documentation for groundwater project.

**Water System Capacity Evaluation, City of Willits, California:** Completed water system capacity evaluation, addressing current and projected water demands and existing water supply, treatment and storage capacities, and identified deficiencies to justify temporary building moratorium.

**Water System Improvements, City of Ceres, California:** Analyzed water quality, production capacity, and location of each groundwater supply in distribution system to identify combinations of supplies that can provide acceptable water quality via blending ahead of point-of-entry. In cases where blending was not adequate to achieve acceptable water quality, evaluated alternatives and prepared scopes and cost estimates for water treatment facilities. Contaminants of concern included arsenic, iron, manganese, nitrates and uranium.

**Recycled Water Facilities, City of Davis, California:** Developed design criteria, footprints, and cost estimates for satellite wastewater treatment plant as part of recycled water facilities master plan. Based on using either 2 or 5 million gallons per day of membrane bioreactors.

**Comprehensive Planning Studies, American Water:** Completed customer growth and water demand projections, source of supply adequacy analysis, treatment facilities adequacy analysis, distribution system modeling and project recommendations. Study for Clinton, Iowa was typical of an older, stable community while study for Monmouth County, New Jersey was more typical of rapidly growing population with capacity issues.

**Water Supply Alternatives, American Water:** Completed water supply alternatives evaluations that resulted in installation of a 12-mile interconnection with neighboring water system in lieu of developing independent surface water supply for Hallstead, Pennsylvania and augmentation of existing wells in lieu of developing surface water supply for Frenchtown, New Jersey.

**Safe Drinking Water Act Compliance, American Water:** Determined capital investment needs to ensure compliance with forthcoming drinking water regulations of Safe Drinking Water Act for 85 surface water supplies and hundreds of groundwater supplies that comprise the American Water system. Plan includes capital cost estimates totaling from \$350 million to greater than \$500 million depending on how individual States implement the Radon Rule.

## Andy Smith, PE

### Project Engineer

Andy Smith has nine years of civil engineering experience and has performed planning and design work for numerous water and wastewater treatment facilities, water distribution networks and wastewater collection systems for agencies in Northern California. His treatment facility experience includes master planning and predesign, detailed design and cost estimating, and engineering services during construction. His distribution and collection system experience includes hydraulic modeling and master planning, development of Sewer System Management Plans and Urban Water Management Plans, and detailed design.

## SELECT EXPERIENCE

### TREATMENT FACILITY PLANNING AND DESIGN

**Davis-Woodland Water Supply Project, Woodland-Davis Clean Water Agency:** Staff engineer for a large regional water supply project serving the cities of Davis and Woodland. Responsibilities include planning and pre-design for an 80 cfs raw water intake facility on the Sacramento River; hydraulic and present worth analyses of alternative large diameter raw and treated water transmission mains; predesign and site layout for a new 30 mgd water treatment facility; development of detailed construction and life cycle project cost estimates for all project facilities; development of preliminary PG&E electric service requirements for raw water intake and regional treatment facility; coordination of geotechnical investigations for intake and pipeline facilities; and development of technical documents for RFP of design- build-operate proposals for an estimated \$270 million project.

**WWTP Upgrade Project, City of Galt, California:** Assistant Project Manager and Principal Engineer for the design of a \$20 million upgrade to the City of Galt's WWTP which included headworks improvements, new and retrofitted secondary clarifiers, new and retrofitted oxidation ditches designed for simultaneous nitrification and denitrification, expanded sludge pumping facilities, expanded dewatering facilities, remodeled and expanded support buildings, and a significant expansion and upgrade of existing site electrical facilities. Andy's principal design responsibilities included hydraulic profile development, flow splitting structures, sludge storage aeration and mixing improvements, steel storage day tank for dewatering, and screw press mechanical dewatering and cake conveyance facilities. Managed bid period services resulting in competitive bids from nine general contractors and a low bid approximately 17 percent lower than the engineer's estimate.

**Sludge Lagoon Decant Structure Improvements, North Bay Regional Water Treatment Plant, City of Fairfield, California:** Project Engineer for the design of replacement lagoon decant structures for sedimentation sludge lagoons at the NBRWTP. Prepared detailed design drawings and specifications to facilitate phased replacement of the structures over two fiscal year periods.



### Professional Registrations

- Professional Civil Engineer; California No. 74673
- Professional Civil Engineer; Nevada No. 21872

### Education

- BS, Civil Engineering, University of California at Davis

### Professional Affiliations

- American Society of Civil Engineers
- California Water Environment Association

New weir gates will improve operability and provide greater control over return of lagoon supernatant.

**Tertiary Filtration, UV Disinfection and Biosolids Improvements, City of Galt, California:** Principal Designer for filter feed pump station, tertiary filtration and biosolids improvements facilities for an award-winning \$12 million upgrade to the City of Galt's WWTP. Responsible for development of the hydraulic profile for the tertiary and solids handling facilities, including a filter feed pump station, cloth disk tertiary filters, UV disinfection, overflow and bypass facilities, biosolids dewatering facilities and several submersible pump stations. Appurtenant facilities included a new operations and electrical building, standby generator, non-potable water well and polymer feed facilities. Responsible for the development of RFP documents for the pre-purchase of tertiary and solids dewatering equipment to facilitate a rapid construction schedule. Assisted with preparation of a successful SRF loan application. Change orders during construction of this project were well under 1% of the contract amount.

**Engineering Services During Construction, City of Galt, California:** Served as primary client liaison during fast-track construction schedule for 3.0 MGD, \$12 million upgrade to the City's WWTP. Responsible for submittal reviews, RFI responses and change order documentation. Developed designs as necessary during construction to accommodate changed conditions and owner requests.

**Facilities Master Plan, City of Galt, California:** Staff Engineer for the development of a master plan for the phased upgrade and expansion of the City of Galt's (City) existing 3 mgd WWTP to 6 mgd. Facility improvement alternatives include new primary treatment, expansion of existing secondary and tertiary processes, solids digestion, mechanical dewatering facilities and upgrade and expansion of existing personnel buildings. Responsibilities include condition assessments and capacity analyses of existing facilities, development of a hydraulic profile, predesign and site layout of new facilities and development of detailed construction and life cycle project cost estimates for all alternatives.

**Bert Crane Wastewater Treatment Plant, City of Atwater, California:** Staff Engineer during the design of a new \$40 million WWTP for the City of Atwater. Assisted with preparation of a plantwide hydraulic profile; analyzed chemical addition alternatives for controlling odor and corrosion after a long force main to the plant; coordinated the application to and participation in a PG&E energy efficiency incentives program resulting in over \$200,000 in incentive payments to the City. Assisted with submittal and RFI responses during construction.

**Secondary and Tertiary Improvements Projects, City of Davis, California:** Staff Engineer for the development and predesign of a reference project for the upgrade of the City of Davis' (City) existing WWTP to include secondary and tertiary treatment and associated solids handling improvements. Responsibilities include development of a hydraulic profile, predesign and site layout of new facilities, development of a detailed construction and project cost estimate and assistance with technical description of facilities for use in a design-build procurement process.

**Wastewater Treatment Facility Improvements, City of Yuba City, California:** Staff Engineer for the design of solids thickening improvements for the City of Yuba City's (City) wastewater treatment plant. The improvements include the use of rotary drum thickeners in place of existing dissolved air flotation thickeners and are part of the initial improvements planned for long-term optimization, improvement and expansion to the treatment plant.

**Banner-Cascade Pipeline Project, Nevada Irrigation District, California:** As Staff Engineer, developed hydraulics for 10% level design report for six miles of 48- and 30-inch diameter pressurized raw water pipeline for the Nevada Irrigation District, in Nevada City and Grass Valley. The pipeline is designed to alleviate reliability and stability concerns about NID's Lower Cascade and Upper Grass Valley canal systems, and to increase capacity from 55 to 95 cfs. Also assisted with tracking of right-of-way acquisition along the alignment using a GIS database of affected properties.

**Headworks Odor Control Improvements, City of Fresno, California:** Project Engineer for the design of odor control facilities for the 80 MGD Fresno-Clovis Regional Wastewater Reclamation Facility. Assisted with research and pre-design for alternative odor control technologies for this large-scale project. Technologies considered include methods to treat VOCs to very low levels to meet Air Board permit requirements.

**Engineering Services During Construction, City of Woodland, California:** Responsible for design services during construction of Chemical Facilities and Miscellaneous Improvements. Handled submittals, RFIs and change order design and documentation.

**Clean Water Services Sanitary Sewer Master Plan Update, Clean Water Services, Oregon:** Staff Engineer for updating the collection system model and assisting in the update of the Clean Water Service's Sanitary Sewer Master Plan Update. The project involved updating and calibrating the collection system models for four wastewater treatment plant basins, developing facility plans for new developments and identifying the capital improvement projects.



**Ed Darrimon**  
President

Ed Darrimon formed Bay Area Coating Consultants, Inc. (BACC) in 1987 and has 40 years of experience in the Coatings & Linings Field. BACC has been serving the Coating and Lining industry for over 28 years with Specifications, Inspection, and Failure Analysis. BACC takes great satisfaction in being the only inspection company that provides totally independent inspection services for Facility Owners and Engineering firms only. BACC's long-term employees are NACE Certified inspectors equipped with the most advanced state of art inspection equipment in our industry. A leader in the inspection of plural component epoxies and urethanes, BACC has experienced no failures in twenty five years due to their stringent surface preparation and application inspection standards.

Prior to founding BACC, Ed was employed by East Bay Municipal Utility District for eleven years in the Engineering & Maintenance Departments as supervising coating specialist. He designed and developed the District's physical coating and lining testing lab for accelerated testing and Rehabilitation program. Ed was responsible for overseeing the following projects:

- Coating and lining inspection.
- Coating specifications.
- Design of the physical coating testing lab.
- Established the Districts rehabilitation project of over 180 steel water storage tanks, and two hydro-electric powerhouses.

Ed was also employed in the coating application field as Vice President of field services and quality control, estimator and applicator, for eight years.

## SELECT EXPERIENCE

### Wastewater

**City of San Francisco:** Numerous projects  
*(Consulting & Inspection)*  
**East Bay Municipal Utility District, CA:** 5  
Digesters *(Consulting & Inspection)*  
**City of Millbrae:** Digesters *(Consulting & Inspection)*  
**City of Mill Valley:** Digester  
*(Consulting & Inspection)*  
**City of Poway:** Settling  
Basins *(Consulting & Inspection)*  
**Tahoe Truckee Sanitation Agency:** Vaults,  
clarifiers *(Consulting & Inspection)*  
**City of Hayward:** Clarifiers *(Specifications,  
Consulting & Inspection)*  
**City of Livermore:** Clarifiers/Digesters  
*(Consulting & Inspection)*  
**City of San Bruno:** Wash Basins *(Consulting,  
Specifications & Inspection)*  
**Selma Kingsburg Wastewater Treatment Plant:**  
*(Specifications, Inspection)*  
**Orange County SD, CA:** Digester, Secondary  
Containment *(failure Analysis & Inspection)*

**City of Davis:** Wastewater plant Upgrades  
*(Consulting & Inspection)*  
**Truckee MWWRF, NV.** Numerous projects  
*(Consulting, Specifications & Inspection)* **Annual  
Contract 18 years**  
**Ora Loma WWTP, CA:** Digesters, Secondary  
Containment *(Consulting & Inspection)*  
**Union Sanitary:** Vaults, digesters, clarifiers  
*(Consulting & Inspection)*  
**City of Turlock:** Clarifiers *(Consulting &  
Inspection)*  
**City of San Hayward:** Digester *(Consulting &  
Inspection, Specifications)*  
**Selma Kingsburg  
Wastewater Treatment Plant:** *(Specifications,  
Inspection)*  
**Shanghai, China:** Seventeen  
Wastewater tanks *(Inspection, Training, and  
Consulting)*  
**City of Portland Wastewater  
Authority:** Tunnel *(Consulting & Inspection)*  
**City of Bakersfield Wastewater Treatment  
Plant:** *(Failure Analysis, Inspection)*  
**City of Millbrae Wastewater Treatment Plant:**  
*(Inspection)*

**City of Fairfield Wastewater Treatment Plant:** (Inspection)  
**City of Las Vegas Wastewater Treatment Plant:** (Failure Analysis, Inspection)  
**City of Paso Robles Wastewater Treatment Plant:** (Failure Analysis, Inspection)  
**City of Visalia Wastewater Treatment Plant:** (Specifications, Inspection) Annual Contract  
**City of Tulare Wastewater Treatment Plant:** (Inspection)  
**Douglas County Wastewater Treatment Plant:** Tanks & Clarifiers (Inspection)  
**City of Modesto Wastewater Treatment Plant:** (Specifications, Inspection)  
**Contra Costa Wastewater Treatment Plant:** (Inspection)  
**Sacramento Regional Wastewater Treatment Plant:** (Failure Analysis, Inspection)  
**Novato County Wastewater Treatment Plant:** (Inspection)  
**City of Palo Alto Wastewater Treatment Plant:** (Inspection/ Consulting)  
**Cambria Community Services District:** Five Steel Digesters (Consulting & Inspection) **City of Benicia Water & Wastewater:** Misc. tanks and vessels (Inspection & Consulting)  
**City of Vacaville Wastewater:** Digesters (Inspection)  
**Delta Diablo Sanitation District:** Misc. Equipment (Specifications & Inspection) Annual Contract 14 years  
**City of Henderson NV. Wastewater:** New Plant (Coating Inspection)  
**City of Vallejo:** Misc Equipment (Plant Survey, Specifications & Inspection) **City of Daily City:** Misc. Equipment (Plant Survey, Specifications & Inspection) **City of Castro Valley:** Misc. Equipment (Plant Survey, Specifications & Inspection) **City of Napa:** Misc. Equipment (Plant Survey, Specifications & Inspection)  
**Zone 7 Wastewater:** Underground Chambers (Consulting & Lining Inspection)  
**City of Tracy Wastewater:** Misc. equipment (Consulting & Plant Inspection)  
**City of Fresno Wastewater:** Misc. Clarifiers, Digesters and Head works. (Failure Analysis, Consulting & Plant Inspection)  
**South Bayside System Authority:** Misc. treatment plants & water tanks 14 years (Coating Inspection)  
**Southern Nevada Water Authority, NV.** Five tanks (Consulting & Inspection)  
**El Dorado Irrigation District:** Five Steel Digesters, Clarifiers (Consulting & Inspection) Annual Contract, Ten Years  
**City of San Leandro:** One Digester, Clarifiers

(Consulting, Specifications & Inspection)

## Engineering Firms

**PMA/Jacobs Engineering:** 78" Pipeline 24 miles (Consulting & Inspection)  
**Carollo Engineers:** Miscellaneous treatment plants & water tanks over the years. (Inspection & Consulting, Failure Analysis) Annual Contract 18 years  
**GDH Consulting Engineers:** Pipe line (Inspection, Consulting, Specifications) **URS Consulting Engineers:** Pipe line (Inspection, Consulting, Failure Analysis) **Jacobs Engineering:** Gas Pipeline (Inspection)  
**Black & Veatch Engineers:** Five water tanks (Inspection, Consulting)  
**Parson's Engineers:** Treatment Plants (Inspection, Consulting)  
**Baker Hughes Engineers:** 26 Wastewater tanks (Inspection, Consulting) **Montgomery Watson Engineers:** Three water tanks (Inspection, Consulting) **HDR:** Numerous Projects (Inspection, Consulting) Annual Contract 10 years  
**The Covello Group:** Numerous Projects (Inspection, Consulting) Annual Contract  
**Kennedy/Jenks Engineers:** Misc. Wastewater & treatment plants & reservoirs over the years. (Consulting, Inspection)  
**Brown & Caldwell Engineers:** Water and Wastewater Projects (Consulting /Inspection)  
**West Yost Engineers:** Water and Wastewater treatment plants over the years. (Inspection, Specifications, Consulting)  
**Psomas Engineers:** Four water tanks (Underwater Inspection & Consulting, Specifications) **Camp, Dresser, McKee Engineers:** Misc. treatment plants & water tanks (Coating Inspection) **V&A Consulting Engineers:** At least 100 tanks over the years (Inspection, Consulting) 15 years **Forsgren Associates:** Reservoir (Consulting & Inspection)  
**Farr Engineering NV:** Reservoir (Consulting & Inspection) **PMA Associates:** Pipeline 144" (Consulting & Inspection) **SPEC Services:** Vessels (Consulting & Inspection)  
**Erier & Kalinowski Engineers:** (Inspection, Consulting, Specifications)  
**Vali Cooper & Associates:** (Consulting & Inspection) **Oscar Larson & Associates:** (Consulting & Inspection) **Dee Jaspar & Associates:** (Consulting & Inspection) **ENGEO:** (Consulting & Inspection)  
**BSK & Associates:** (Consulting & Inspection)  
**Construction Testing:** (Consulting & Inspection)  
**Harris & Associates:** (Consulting & Inspection)  
**Summers Engineering:** (Consulting & Inspection)

## Cost Proposal

WEST YOST ASSOCIATES

## Cost Proposal

The table below summarizes our fee estimate for West Yost and our subconsultant BACC for the Stonebridge Well Water Treatment Plant Filter Restoration and Filter Media Replacement Project, followed by a detailed breakdown that includes two optional tasks.

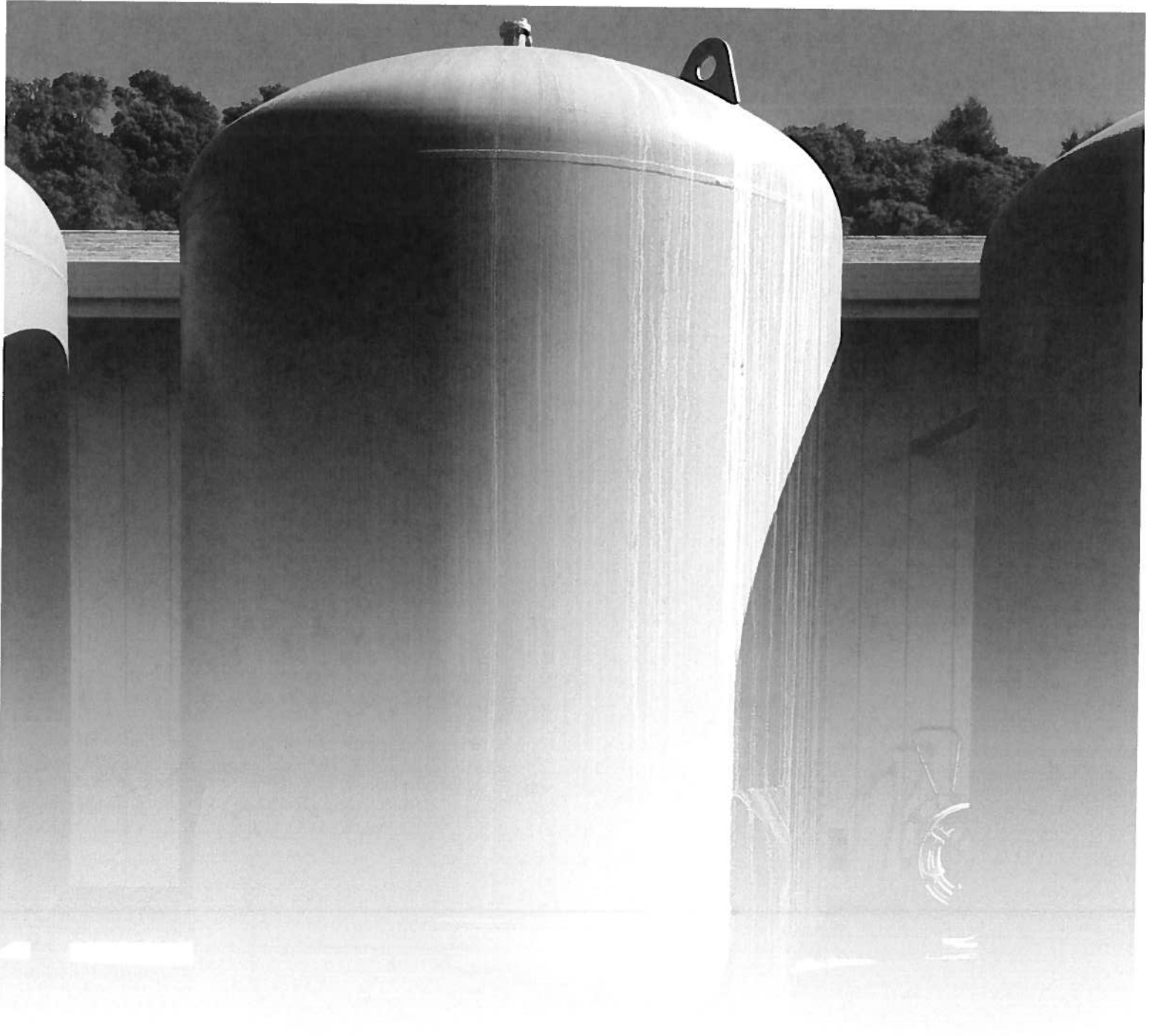
| TASKS                          | COST            |
|--------------------------------|-----------------|
| 1 Project Management           | \$6,915         |
| 3 Prepare Design Documents     | \$18,219        |
| 5 Bidding Assistance & Support | \$7,077         |
| 6 Construction Assistance      | \$29,500        |
| <b>Total</b>                   | <b>\$61,711</b> |



| West Yost Associates                           |                    |                    |                  |                 |                 |            |                  |                             |                  |
|------------------------------------------------|--------------------|--------------------|------------------|-----------------|-----------------|------------|------------------|-----------------------------|------------------|
| PROJECT: Stonebridge WTP Filter Improvements   |                    |                    |                  |                 |                 |            |                  |                             |                  |
| TASKS                                          | PEPS/PG I<br>\$100 | PEPS/PG I<br>\$100 | ESD II<br>\$140  | SCADD<br>\$120  | ADM III<br>\$40 | Hours      | Fee<br>6%        | Technology<br>& Admin<br>6% | Sub<br>BACC      |
| <b>Task 1 Project Management</b>               |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 1.01 Project Administration                    | 4                  | 12                 |                  |                 | 8               | 24         | \$ 4,136         | \$ 248                      |                  |
| 1.02 QA/QC                                     |                    | 4                  |                  |                 |                 | 12         | \$ 2,388         | \$ 143                      |                  |
| <b>Subtotal, Task 1 (H)</b>                    | <b>4</b>           | <b>16</b>          | <b>0</b>         | <b>0</b>        | <b>8</b>        | <b>36</b>  |                  |                             |                  |
| <b>Subtotal, Task 1 (H)</b>                    | <b>\$ 956</b>      | <b>\$ 1,892</b>    | <b>\$ 3,164</b>  |                 | <b>\$ 782</b>   |            | <b>\$ 6,524</b>  | <b>\$ 391</b>               | <b>\$ 8,915</b>  |
| <b>Task 2 OPTIONAL Facility Plan</b>           |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 2.01 Assess Operating/Placement Alternatives   |                    | 12                 | 24               |                 |                 | 40         | \$ 6,736         | \$ 404                      |                  |
| <b>Subtotal, Task 2 (H)</b>                    | <b>0</b>           | <b>12</b>          | <b>24</b>        | <b>0</b>        | <b>0</b>        | <b>40</b>  | <b>\$ 6,736</b>  | <b>\$ 404</b>               | <b>\$ 7,140</b>  |
| <b>Task 3 Prepare Design Documents</b>         |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 3.01 50% Design Submittal (plans & specs)      |                    | 8                  | 16               | 16              | 8               | 48         | \$ 6,872         | \$ 409                      |                  |
| 3.02 80% Design Submittal (plans & specs)      |                    | 4                  | 8                | 8               | 4               | 24         | \$ 3,336         | \$ 200                      |                  |
| 3.03 100% Design Submittal (plans & specs)     |                    | 4                  | 8                | 8               | 4               | 24         | \$ 3,336         | \$ 200                      |                  |
| 3.04 Prepare O&M at 50%, 80% & 100%            | 2                  | 6                  | 12               | 4               | 4               | 24         | \$ 3,844         | \$ 231                      |                  |
| <b>Subtotal, Task 3 (H)</b>                    | <b>2</b>           | <b>22</b>          | <b>44</b>        | <b>32</b>       | <b>20</b>       | <b>120</b> |                  |                             |                  |
| <b>Subtotal, Task 3 (H)</b>                    | <b>\$ 478</b>      | <b>\$ 4,376</b>    | <b>\$ 8,812</b>  | <b>\$ 3,440</b> | <b>\$ 1,840</b> |            | <b>\$ 17,188</b> | <b>\$ 1,031</b>             | <b>\$ 18,219</b> |
| <b>Task 4 Bidding Assistance &amp; Support</b> |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 4.01 Finalize Bid Documents                    |                    | 4                  | 8                | 8               | 4               | 24         | \$ 3,336         | \$ 200                      |                  |
| 4.02 Attend Pre-Bid Site Visit                 |                    | 4                  |                  |                 |                 | 4          | \$ 708           | \$ 48                       |                  |
| 4.03 Prepare one Addendum                      | 2                  | 4                  | 4                | 4               | 2               | 10         | \$ 2,544         | \$ 153                      |                  |
| <b>Subtotal, Task 4 (H)</b>                    | <b>2</b>           | <b>12</b>          | <b>12</b>        | <b>12</b>       | <b>6</b>        | <b>44</b>  |                  |                             |                  |
| <b>Subtotal, Task 4 (H)</b>                    | <b>\$ 478</b>      | <b>\$ 2,388</b>    | <b>\$ 1,776</b>  | <b>\$ 1,440</b> | <b>\$ 584</b>   |            | <b>\$ 6,876</b>  | <b>\$ 401</b>               | <b>\$ 7,077</b>  |
| <b>Task 5 Construction Assistance</b>          |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 5.01 Review/Revise Drawings                    |                    | 4                  | 16               |                 | 4               | 24         | \$ 3,560         | \$ 214                      |                  |
| 5.02 Respond to Requests for Information       |                    | 4                  | 8                |                 | 4               | 16         | \$ 2,376         | \$ 143                      |                  |
| 5.03 Inspection Services                       |                    | 6                  | 6                |                 |                 | 12         | \$ 2,002         | \$ 125                      |                  |
| 5.04 Final Inspection                          |                    | 4                  |                  |                 |                 | 4          | \$ 708           | \$ 48                       |                  |
| 5.05 Prepare Record Drawings                   |                    | 2                  | 8                |                 |                 | 10         | \$ 1,562         | \$ 95                       |                  |
| <b>Subtotal, Task 5 (H)</b>                    | <b>0</b>           | <b>20</b>          | <b>38</b>        | <b>0</b>        | <b>8</b>        | <b>66</b>  |                  |                             |                  |
| <b>Subtotal, Task 5 (H)</b>                    | <b>\$ 0</b>        | <b>\$ 3,980</b>    | <b>\$ 5,824</b>  | <b>\$ 0</b>     | <b>\$ 782</b>   |            | <b>\$ 10,384</b> | <b>\$ 624</b>               | <b>\$ 10,800</b> |
| <b>Task 6 OPTIONAL Project Workshops</b>       |                    |                    |                  |                 |                 |            |                  |                             |                  |
| 6.01 Project Kickoff Workshop                  |                    | 4                  | 4                |                 |                 | 8          | \$ 1,368         | \$ 83                       |                  |
| 6.02 50% Design Review Workshop                |                    | 4                  | 4                |                 |                 | 8          | \$ 1,368         | \$ 83                       |                  |
| 6.03 80% Design Review Workshop                |                    | 4                  | 4                |                 |                 | 8          | \$ 1,368         | \$ 83                       |                  |
| 6.04 100% Design Review Workshop               |                    | 4                  | 4                |                 |                 | 8          | \$ 1,368         | \$ 83                       |                  |
| <b>Subtotal, Task 6 (H)</b>                    | <b>0</b>           | <b>16</b>          | <b>16</b>        | <b>0</b>        | <b>0</b>        | <b>32</b>  |                  |                             |                  |
| <b>Subtotal, Task 6 (H)</b>                    | <b>\$ 0</b>        | <b>\$ 3,164</b>    | <b>\$ 2,368</b>  | <b>\$ 0</b>     | <b>\$ 0</b>     |            | <b>\$ 6,812</b>  | <b>\$ 333</b>               | <b>\$ 7,145</b>  |
| <b>TOTAL (hours)</b>                           | <b>8</b>           | <b>12</b>          | <b>88</b>        | <b>44</b>       | <b>42</b>       | <b>338</b> |                  |                             |                  |
| <b>TOTAL (H)</b>                               | <b>\$ 1,912</b>    | <b>\$ 2,388</b>    | <b>\$ 19,832</b> | <b>\$ 5,280</b> | <b>\$ 4,168</b> |            | <b>\$ 53,072</b> | <b>\$ 3,184</b>             | <b>\$ 56,256</b> |

Please call Craig Thompson at (925) 949-5826 if you have any questions or comments regarding this cost proposal. West Yost guarantees this proposal for a period of ninety (90) calendar days from the proposal due date.







City of St. Helena  
Office of the City Engineer

Well Rehabilitation Project Location Map  
May 2005  
HJW 2005 Aerial



Report to the City Council  
Council Meeting of April 28th, 2015

**Agenda Section: Consent Calendar**

**Subject:** Resolution approving budget adjustments to various capital improvement projects in order to reflect actual prior year expenditures

**CEQA Status:** Not a CEQA Project

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

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

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**BACKGROUND**

In past years, the capital improvement project budgets were treated as an aggregate multiyear budget for the entire capital improvement program. Past practice was to carry over individual capital improvement project budgets from prior years; and for Staff to shift budgets between projects, as long as the total capital improvement program budget was not exceeded. Due to this past practice, current financial data shows that some individual capital improvement projects are over budget, even though the overall capital improvement program budget is within budget.

In order to provide better cost controls and more transparency to the City Council and residents, going forward Staff will be seeking City Council approval for any Capital Improvement Project budget adjustments. Additionally, Staff is implementing a capital improvement program that will require annual budgeting of project expenditures. This method will clarify how much is planned to be spent each year, and help prevent unauthorized project overruns.

This action will balance actual expenditures with budgets for the capital improvement program, and anticipated expenditures for the remainder of this fiscal year (through June 30, 2015).

**DISCUSSION**

**Water Capital Improvement Projects**

The current total project budget for Tank 1A, W83, is \$1,812,698. Based on expenditures to date, and anticipated expenditures to project closeout, the total estimated cost to complete the project will be \$2,123,343. A budget increase of

\$310,645 from Water Utility Funds is required to complete the project. The reason for this increase dates back to the award of the construction contract in August 2012. A construction contract was awarded for \$1,487,320, however the project budget at that time was \$1,200,000; leaving a shortfall of \$287,320. The project budget was never increased to account for this difference. Additionally, there were unbudgeted expenditures in the amount of \$23,325 for geotechnical testing, employee time, and bidding.

#### Wastewater Capital Improvement Projects

The proposed capital improvement project budget adjustments are listed in Attachment 1. With the exception of Regulatory Compliance (S-47); Convert, Upgrade, and Re-Plumb Pond (S52); and Pond 2 & 3 Levee (S-61), these projects were completed prior to the 2013/2014 fiscal year that ended on June 30, 2014. This action does not result in an increase or decrease in the total budget for wastewater capital improvement projects.

#### Streets Capital Improvement Projects

The required capital improvement project budget adjustments are listed in Attachment 2. Sentinel Sweeper Overhaul (R70) was completed in 2013, and the expenditures were \$16,210.99 less than budgeted. The project budget is proposed to be decreased by this amount, and the budget for Curb, Gutter and Sidewalk Repair (R29) will be increased by this amount in order to cover prior expenditures and expenditures anticipated for the remainder of the current fiscal year. This action does not result in an increase or decrease in the total budget for Streets Capital Improvement Projects.

#### Civic Capital Improvement Projects

The proposed Civic capital improvement project budget adjustments are listed in Attachment 3. With the exception of Library HVAC (C62), and Library Roof Repairs (C69); these projects were completed prior to the 2013/2014 fiscal year that ended on June 30, 2014.

This action will result in a decrease in the total budget for Civic Capital Improvement Projects of \$22,545.62. Included in this action is an increase in the project budget for the Library Repairs & Improvement Project, C30. This project was completed over budget by \$4,712.16, and since this project was funded by the Ryan Library Trust; Staff recommends that this additional \$4,712.16 also be funded from the Ryan Library Trust.

#### **FISCAL IMPACT**

The budget adjustments shown on the Attachments and described in this report will result in the following funding changes:

- An addition amount of \$310,645 from Water Utility Funds for Tank 1A, W-83.
- No additional funding for wastewater capital projects.

- No additional funding for streets capital projects.
- A decrease in the funding for civic capital projects from General Fund in the amount of \$27,257.78.
- An increase in the funding for civic capital projects from Ryan Library Trust in the amount of \$4,712.16.

**RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena, by resolution, approve the budget adjustments to various capital improvement projects in order to reflect actual prior year expenditures.

**ATTACHMENTS**

1. Wastewater Capital Improvement Projects Budget Adjustment
2. Streets Capital Improvement Projects Budget Adjustment
3. Civic Capital Improvement Projects Budget Adjustment
4. Resolution

**ATTACHMENT 1**  
**WASTEWATER CAPITAL IMPROVEMENT PROJECTS BUDGET ADJUSTMENT**  
**April 28, 2015**

| Project                                | Total Budget    | Expenditures to Date | Projected Expenditures | Budget Adjustment | Revised Budget  | Complete |
|----------------------------------------|-----------------|----------------------|------------------------|-------------------|-----------------|----------|
| S06 Sulphur Springs Phase II           | \$ 11,000.00    | \$ -                 | \$ -                   | \$ (11,000.00)    | \$ -            | Yes      |
| S09 Recycled Water                     | \$ 2,282,865.00 | \$ 2,214,118.92      | \$ -                   | \$ (68,746.08)    | \$ 2,214,118.92 | Yes      |
| S33 Rock Slope Protection              | \$ 218,234.00   | \$ 224,950.49        | \$ -                   | \$ 6,716.49       | \$ 224,950.49   | Yes      |
| S37 Charter Oak Sewer Main Replacement | \$ 164,493.00   | \$ 157,586.68        | \$ -                   | \$ (6,906.32)     | \$ 157,586.68   | Yes      |
| S41 Brush Aerators                     | \$ 76,332.00    | \$ 98,990.91         | \$ -                   | \$ 22,658.91      | \$ 98,990.91    | Yes      |
| S47 Regulatory Compliance              | \$ 256,608.00   | \$ 294,826.62        | \$ 32,205.18           | \$ 70,423.80      | \$ 327,031.80   | Ongoing  |
| S52 Convert, Upgrade and Re-Plumb Pond | \$ 150,000.00   | \$ -                 | \$ 110,000.00          | \$ (40,000.00)    | \$ 110,000.00   | No       |
| S54 Security Gate                      | \$ 6,000.00     | \$ 6,221.99          | \$ -                   | \$ 221.99         | \$ 6,221.99     | Yes      |
| S57-01 Collections Vehicle Replacement | \$ 36,000.00    | \$ 34,103.77         | \$ -                   | \$ (1,896.23)     | \$ 34,103.77    | Yes      |
| S57-02 Treatment Vehicle Replacement   | \$ 10,000.00    | \$ 13,457.43         | \$ -                   | \$ 3,457.43       | \$ 13,457.43    | Yes      |
| S58 Chlorine Pump                      | \$ 73,482.00    | \$ 85,323.01         | \$ -                   | \$ 11,841.01      | \$ 85,323.01    | Yes      |
| S61 Pond 2 & 3 Levee                   | \$ 37,000.00    | \$ -                 | \$ 50,000.00           | \$ 13,000.00      | \$ 50,000.00    | No       |
| S63 Sewer Replacement Equip            | \$ 12,191.00    | \$ 12,420.00         | \$ -                   | \$ 229.00         | \$ 12,420.00    | Yes      |

**ATTACHMENT 2**  
**STREETS CAPITAL IMPROVEMENT PROJECTS BUDGET ADJUSTMENT**  
**April 28, 2015**

| Project                              | Total Budget | Expenditures to Date | Projected Expenditures | Budget Adjustment | Revised Budget | Complete |
|--------------------------------------|--------------|----------------------|------------------------|-------------------|----------------|----------|
| R29 Curb Gutter and Sidewalk Repair  | \$ 53,098.00 | \$ 56,676.19         | \$ 12,632.80           | \$ 16,210.99      | \$ 69,308.99   | Ongoing  |
| R70 Sentinel Street Sweeper Overhaul | \$ 21,792.00 | \$ 5,581.01          | \$ -                   | \$ (16,210.99)    | \$ 5,581.01    | Yes      |

**ATTACHMENT 3**  
**CIVIC CAPITAL IMPROVEMENT PROJECTS BUDGET ADJUSTMENT**  
**April 28, 2015**

| Project                               | Total Budget  | Expenditures to Date | Projected Expenditures | Budget Adjustment | Revised Budget | Complete |
|---------------------------------------|---------------|----------------------|------------------------|-------------------|----------------|----------|
| C26 Wappo Park Restroom and Path      | \$ 378,764.00 | \$ 346,842.48        | \$ -                   | \$ (31,921.52)    | \$ 346,842.48  | Yes      |
| C30 Library Repairs & Improvement     | \$ 840,783.00 | \$ 845,495.16        | \$ -                   | \$ 4,712.16       | \$ 845,495.16  | Yes      |
| C62 Library HVAC                      | \$ 599,897.00 | \$ 547,661.09        | \$ 81,284.00           | \$ 29,048.09      | \$ 628,945.09  | No       |
| C68 Wappo Park/Pope Street Bike Trail | \$ 90,000.00  | \$ 94,663.74         | \$ -                   | \$ 4,663.74       | \$ 94,663.74   | Yes      |
| C69 Library Roof Repairs              | \$ 100,000.00 | \$ -                 | \$ 70,951.91           | \$ (29,048.09)    | \$ 70,951.91   | No       |

**CITY OF ST. HELENA**

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING BUDGET ADJUSTMENTS TO VARIOUS CAPITAL IMPROVEMENT  
PROJECTS IN ORDER TO REFLECT ACTUAL PRIOR YEAR EXPENDITURES**

**RECITALS**

- A. Current financial data shows that some Capital Improvement Projects are over budget and some are under budget; and
- B. In order to provide better cost controls and transparency, Staff is seeking City Council approval for Capital Improvement Project budget adjustments; and
- C. Future Capital Improvement Program budgets will be implemented using annual budgeting; and
- D. The proposed budget adjustments are listed on the attached Attachments 1, 2, and 3; and
- E. The proposed budget adjustments will require additional funding in the amount of \$310,645 from Water Utility Fund for Project W83 Tank 1A, and \$4,712.16 from Ryan Library Trust for Project C30 Library Repairs & Improvement; and
- F. The proposed budget adjustments do not require additional funding for wastewater capital projects or streets capital projects; and
- G. The proposed budget adjustments result in a decrease in funding for civic capital projects in the amount of \$27,257.78.

**RESOLUTION**

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

- 1. The budget adjustments as shown on Attachments 1, 2, and 3 are approved.
- 2. Additional funding of \$310,645 from the Water Utility Fund is approved for Project W83 Tank 1A .
- 3. Additional funding of \$4,712.16 from Ryan Library Trust is approved for Project C30 Library Repairs & Improvement.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

**APPROVED:**

**ATTEST:**

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Alan Galbraith  
Mayor

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Cindy Black  
City Clerk



Report to the City Council  
Council Meeting of April 28, 2015

**Agenda Section:** Consent

**Subject:** Contract with Av Tec Corp. to replace currently outdated dispatch radio system and software, cost \$81,395.00

**CEQA Status:** Not a CEQA project

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

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

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**BACKGROUND**

The current phone system and radio software being used for our 911 calls and radio system is obsolete. The equipment is no longer being manufactured and parts are difficult to find. Repairs are costly and due to the shortage of parts, the system will soon be impossible to repair.

**DISCUSSION**

Police departments receive funding for 911 systems from the state every five years. Generally the funding is not enough to cover the cost of the new system. The St. Helena police department petitioned the state for a new expenditure amount. State funding was increased and will cover up to \$218,000 of the new 911 phone system upgrade. The cost to replace the 911 system will be less than the allotted \$218,000 and any excess cannot be used for the radio system or software.

New software and radio equipment is needed to run the dispatch system. Three vendors were invited to present their systems and provide cost quotes. All three companies brought their systems to the police department and made presentations and submitted quotes.

The police department received demonstrations and bids from three vendors for a new radio and software system. The bids were:

Apex: \$46,239

Av Tec: \$87,906.60 (\$81,395 plus \$6,511.60 tax)

Mod Comm: \$98,942

The Apex quote and system did not include training, software updates, physical computers needed, a five year warranty or technical support. The company does not offer software updates or technical support on a contractual basis; they work on a callout basis only.

The Av Tec quote included emergency 24/7 call in technical support and timely on-site support, training for all employees, all software upgrades, and warranty for entire system for five years.

The Mod Comm. Quote included emergency 24/7 call in technical support, training for all employees, all software upgrades, and warranty for entire system for five years but did not include mapping or on-site maintenance or support.

The Av Tec system is being used by numerous law enforcement agencies including the California Highway Patrol and has received positive feedback and reviews.

After seeing the demonstrations and conducting research on the system, I recommend contracting with Av Tech Inc. at a cost of \$87,906.60.

**Additional Information**

Upgrading the system will allow St. Helena police department to 'flip a switch' and dispatch for the City of Calistoga on an emergency basis. Long term dispatching for the City of Calistoga would require the addition of a dedicated T1 line to separate out crime statistics and search engines at an additional one time cost of \$10,000.00, and monthly charges of \$300.00, which were not included in this bid.

**FISCAL IMPACT**

\$89,395 was budgeted as a Capital Project in the 2014-15 Fiscal Year Budget. The cost of this contract is not to exceed \$87,906.60.

**RECOMMENDED ACTION**

Approve contract with Av Tec for replace dispatch radio system and software.

**ATTACHMENTS**

Attachment 1 – Av Tec, Inc. Contract

**CITY OF ST. HELENA**  
**RESOLUTION NO. 2015-**

**APPROVING A CONTRACT FOR DISPATCH RADIO EQUIPMENT AND SOFTWARE  
AT THE ST. HELENA POLICE DEPARTMENT WITH AVTEC**

**RECITALS**

- A. The St. Helena dispatch radio system is obsolete and needs to be replaced; and
- B. The current radio equipment is no longer manufactured and parts are difficult to find; and
- C. Installation of new radio equipment and software is imperative to the safety and protection of the public ; and
- D. The attached contract establishes the terms and conditions under which Avtec will provide the necessary equipment and 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 new radio equipment and software with Avtec.
- 2. The City Manager is authorized to execute the contract for services with Avtec.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015 by the following vote:

|                               |       |
|-------------------------------|-------|
| <b>Mayor Galbraith:</b>       | _____ |
| <b>Vice Mayor White:</b>      | _____ |
| <b>Councilmember Crull:</b>   | _____ |
| <b>Councilmember Dohring:</b> | _____ |
| <b>Councilmember Pitts:</b>   | _____ |

APPROVED:

ATTEST:

\_\_\_\_\_  
Alan Galbraith, Mayor

\_\_\_\_\_  
Cindy Black, City Clerk

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**Report to the City Council  
Council Meeting of April 24, 2015**

**Agenda Section: New Business**

**Subject: Consideration of Resolution Approving Outside Employment for the City Manager with UC Davis Extension and CSU Fullerton Extended Education**

**CEQA Status: Not a project**

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

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

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**DISCUSSION**

The City Manager taught university level and extended education classes for nearly ten years while working and living in Southern California. Recently, she was approached by UC Davis Extension to teach three to six 1 day classes during a calendar year. CSU Fullerton Extended Education also reached out this past week while the City Manager was on campus participating in the Cal-ICMA City Manager in Residence Program for the CSUF Public Administration Department and offered the opportunity to teach 1-2 classes this year. All the classes are focused on public administration and the participants are generally public employees. On the day of the class, the City Manager will take a vacation day.

Section 9 of the Employment Agreement requires Council approval for any compensated outside engagement.

**FISCAL IMPACT**

None

**RECOMMENDED ACTION**

Approve Outside Employment for the City Manager with UC Davis Extension and CSU Fullerton Extended Education

**ATTACHMENTS**

Resolution

**CITY OF ST. HELENA  
RESOLUTION NO. 2015-**

**APPROVING OUTSIDE EMPLOYMENT FOR THE CITY MANAGER WITH UC DAVIS  
EXTENSION AND CSU FULLERTON EXTENDED EDUCATION**

**RECITALS**

- A. The City Manager has taught university level and extended education classes for nearly ten years while working and living in Southern California.
- B. All the classes are focused on public administration and the participants are generally public employees.
- C. The City Manager was approached to teach 1-2 classes this year.
- D. Per Section 9 of the City Manager's employment contract, Council approval for any compensated outside engagement is required.

**RESOLUTION**

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

- 1. The City Council approves outside employment for the City Manager with UC Davis Extension and CSU Fullerton Extended Education.

Approved at a Regular Meeting of the St. Helena City on April 28, 2015 by the following vote:

|                               |       |
|-------------------------------|-------|
| <b>Mayor Galbraith:</b>       | _____ |
| <b>Vice Mayor White:</b>      | _____ |
| <b>Councilmember Crull:</b>   | _____ |
| <b>Councilmember Dohring:</b> | _____ |
| <b>Councilmember Pitts:</b>   | _____ |

APPROVED:

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

Alan Galbraith, Mayor

Cindy Black, City Clerk

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**Report to the City Council  
Council Meeting of April 28, 2015**

**Agenda Section: Consent**

**Subject: Contract with Boys and Girls Club of St. Helena and Calistoga (BGCSHC) to provide the Juvenile Diversion and D.A.R.E. Programs.**

**CEQA Status: Not a CEQA Project**

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

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



**BACKGROUND**

Juvenile Diversion provides at risk youth an opportunity to receive mentoring and counseling versus being referred to the juvenile court system. The program also provides prevention classes and discussions in schools to provide youth with information to make informed decisions regarding criminal activity. The D.A.R.E. program provides preventative information in the classroom on how to reduce youth's risk to peer pressure and provides alternatives to gangs and drug/alcohol usage.

**DISCUSSION**

The St. Helena Police Department does not have a school resource officer nor the resources to offer a Juvenile Diversion Officer or a D.A.R.E. Officer. The youth in the City of St. Helena should be afforded an opportunity to receive mentoring and/or counseling when minor criminal activity or the risk of criminal activity has been anticipated. A contract with the BGCSHC, would provide the police department with a trained Juvenile Diversion Officer who would be responsible for the Juvenile Diversion and D.A.R.E. Programs.

**FISCAL IMPACT**

The program costs are as follows:

Juvenile Diversion Program: \$25,000.

D.A.R.E. Program; \$ 5,000.

Total Cost: \$30,000.

**Additional Information**

The City of St. Helena has contracted with the BGCSHC for the Juvenile Diversion Program last 5 years and the program has been successful. The D.A.R.E. Program is in its second year and was also successful.

**FISCAL IMPACT**

Approve contract with the Boys and Girls Club of St. Helena and Calistoga for \$30,000.

Costs for this contract are included in the 2014-15 Annual Budget (101-4900-2130)

**ATTACHMENTS**

1. ATTACHMENT 1 – Agreement for Program Services with Boys and Girls Club of St. Helena and Calistoga
2. ATTACHMENT 2 – Resolution No. 2015-\_\_\_\_\_

## **AGREEMENT FOR PROGRAM SERVICES**

THIS AGREEMENT, made and entered into on April 28, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and The Boys & Girls Club of St. Helena and Calistoga, (Program).

### **RECITALS:**

A. City desires to employ/enter into an agreement with The Boys & Girls Club of St. Helena and Calistoga to furnish professional services in connection with the project described as **Juvenile Diversion and D.A.R.E.**

B. The Boys & Girls Club of St. Helena and Calistoga has represented that they have 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**

The Boys & Girls Club of St. Helena and Calistoga agrees to perform the services set forth in **Exhibit A, “Scope of Work”** and made part of this Agreement.

### **SECTION 2 – ADDITIONAL SERVICES**

The Boys & Girls Club of St. Helena and Calistoga 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 Work”**, 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 Work”**.

### **SECTION 4 – COMPENSATION AND METHOD OF PAYMENT**

A. Subject to any limitations set forth in this Agreement, City agrees to pay The Boys & Girls Club of St. Helena and Calistoga \$25,000.00 for the Diversion Program and \$5,000.00 for the D.A.R.E. program. Total compensation shall not exceed \$30,000, unless additional compensation is approved in accordance with Section 2.

B. The Boys & Girls Club of St. Helena and Calistoga shall furnish to City an original invoice for all work 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 work 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 The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga 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 contract 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 The Boys & Girls Club of St. Helena and Calistoga.

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

#### **SECTION 5 – STANDARD OF PERFORMANCE**

The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga 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, The Boys & Girls Club of St. Helena and Calistoga shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of The Boys & Girls Club of St. Helena and Calistoga under this Agreement.

#### **SECTION 6 – INSPECTION AND FINAL ACCEPTANCE**

City may inspect and accept or reject any of The Boys & Girls Club of St. Helena and Calistoga's work under this Agreement, either during performance or when completed. City shall reject or finally accept work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise The Boys & Girls Club of St. Helena and Calistoga work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of The Boys & Girls Club of St. Helena and Calistoga's work 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**

The Boys & Girls Club of St. Helena and Calistoga shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by The Boys & Girls Club of St. Helena and Calistoga, 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. 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.

**D. 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 work 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 work 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.

**E. 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 work performed by the named insured for the City.

**F. 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.

G. 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 work commences. 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. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga, 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 The Boys & Girls Club of St. Helena and Calistoga under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor (“design professional”), the provisions of this section regarding The Boys & Girls Club of St. Helena and Calistoga’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 The Boys & Girls Club of St. Helena and Calistoga has agreed to indemnify Indemnitees as provided above, The Boys & Girls Club of St. Helena and Calistoga, upon notice from City, shall defend Indemnitees at The Boys & Girls Club of St. Helena and Calistoga’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 The Boys & Girls Club of St. Helena and Calistoga shall ensure The Boys & Girls Club of St. Helena and Calistoga’s obligations under this section, but the limits of such insurance shall not limit the liability of The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga shall at all times be under The Boys & Girls Club of St. Helena and Calistoga'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 The Boys & Girls Club of St. Helena and Calistoga or any of The Boys & Girls Club of St. Helena and Calistoga's officers, employees or agents, except as set forth in this Agreement. The Boys & Girls Club of St. Helena and Calistoga shall not at any time or in any manner represent that The Boys & Girls Club of St. Helena and Calistoga or any of The Boys & Girls Club of St. Helena and Calistoga's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither The Boys & Girls Club of St. Helena and Calistoga, nor any of The Boys & Girls Club of St. Helena and Calistoga officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. The Boys & Girls Club of St. Helena and Calistoga expressly waives any claim Consultant may have to any such rights.

## **SECTION 10 – CONFLICTS OF INTEREST**

A. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga's performance of services under this Agreement. The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga. When requested by City, but no later than three years after project completion, The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga 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, The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to The Boys & Girls Club of St. Helena and Calistoga. The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga, 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 work 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 The Boys & Girls Club of St. Helena and Calistoga, or any officer, employee, agent or subcontractor of The Boys & Girls Club of St. Helena and Calistoga, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from The Boys & Girls Club of St. Helena and Calistoga for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of The Boys & Girls Club of St. Helena and Calistoga's conduct.

D. The Boys & Girls Club of St. Helena and Calistoga shall promptly notify City should The Boys & Girls Club of St. Helena and Calistoga, 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 work performed thereunder. City retains the right, but has no obligation, to represent The Boys & Girls Club of St. Helena and Calistoga or be present at any deposition, hearing or similar proceeding. The Boys & Girls Club of St. Helena and Calistoga agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by The Boys & Girls Club of St. Helena and Calistoga. 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 WORK**

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

### **SECTION 14 – COMPLIANCE WITH LAW**

The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga to comply with this section.

### **SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS**

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

A. Equal Employment Opportunity. In connection with the execution of this Agreement, The Boys & Girls Club of St. Helena and Calistoga 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. The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by The Boys & Girls Club of St. Helena and Calistoga of The Boys & Girls Club of St. Helena and Calistoga's obligations under this Agreement and the regulations relative to nondiscrimination.

#### **SECTION 16 – RECORDS**

A. Records of The Boys & Girls Club of St. Helena and Calistoga'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 The Boys & Girls Club of St. Helena and Calistoga's final invoice.

B. The Boys & Girls Club of St. Helena and Calistoga'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 work as outlined in the Exhibit A, "Scope of Services", shall be furnished to The Boys & Girls Club of St. Helena and Calistoga in every reasonable way to facilitate, without undue delay, the work 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 The Boys & Girls Club of St. Helena and Calistoga:

1420 Tainter Street  
St. Helena, CA 94574

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 The Boys & Girls Club of St. Helena and Calistoga. If

such notice is given, The Boys & Girls Club of St. Helena and Calistoga shall cease immediately all work in progress.

B. If either The Boys & Girls Club of St. Helena and Calistoga or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either The Boys & Girls Club of St. Helena and Calistoga, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either The Boys & Girls Club of St. Helena and Calistoga or City, all property belonging to City which is in The Boys & Girls Club of St. Helena and Calistoga's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by The Boys & Girls Club of St. Helena and Calistoga, 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 The Boys & Girls Club of St. Helena and Calistoga 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 The Boys & Girls Club of St. Helena and Calistoga without written consent of the City.

#### **SECTION 23 – CONTINUITY OF PERSONNEL**

The Boys & Girls Club of St. Helena and Calistoga shall make every reasonable effort to maintain the stability and continuity of The Boys & Girls Club of St. Helena and Calistoga's staff assigned to perform the services required under this Agreement. The Boys & Girls Club of St. Helena and Calistoga shall notify City of any changes in The Boys & Girls Club of St. Helena and Calistoga's staff assigned to perform the services required under this Agreement, prior to any such performance.

#### **SECTION 24 – DEFAULT**

In the event that The Boys & Girls Club of St. Helena and Calistoga is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating The Boys & Girls Club of St. Helena and Calistoga for any work performed after the date of default and may terminate this Agreement immediately by written notice to The Boys & Girls Club of St. Helena and Calistoga t.

#### **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 The Boys & Girls Club of St. Helena and Calistoga shall not constitute a wavier 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.

**The Boys & Girls Club of St. Helena and Calistoga:**

**City:**

By: \_\_\_\_\_  
Name: Jay Templeton  
Title: Executive Director

By: \_\_\_\_\_  
Name: Jennifer Phillips  
Title: City Manager

Approved as to Form:

By: \_\_\_\_\_

Name: Thomas B. Brown

Title: City Attorney

# **EXHIBIT A**

## **Juvenile Diversion Program**

**Concept:** Employ an in-house professional counselor/mentor to work directly with law enforcement and schools to target as-risk and youthful offenders as a means of reducing juvenile crime, substance abuse and gang activity.

### **Example of Duties:**

1. Manage the Police Department Juvenile First Offender Diversion Program.
2. Represent the Police Department on the SARB Board
3. Assist in the development and presentation of crime prevention programs relating to delinquency, gangs and substance abuse among youth.
4. Accept referrals from the Police Department or School regarding youth who are or potentially may be attracted to a delinquent lifestyle. Conduct and/or coordinate counseling services with individual and parents.  
  
Criteria for referrals are:
  - a. Involved in and/or accused of commission of criminal activity
  - b. Defiant and/or disruptive behavior
  - c. Gang Affiliation
  - d. Substance abuse
  - e. Habitual truancy and exhibits one or more of the above
5. Liaison with other law enforcement agencies, schools and counseling services as a means of improving the delivery of services relating to this program.
6. Attend meetings with school and law enforcement representatives relating to prevention of crime, delinquency, gang membership, or substance abuse among youth.
7. Provide services, when assigned, to juveniles who are or may be victims of crime.
8. Prepare accurate and thorough reports which document the operations of the program including clients, services, and hours.
9. Receive and maintain confidential information from law enforcement and school sources.
10. Perform other related duties as may be required.

### **D.A.R.E & Youth Programs examples for 2014**

Diversion Officer will teach gang prevention classes at the 5<sup>th</sup> and 6<sup>th</sup> grade level during the school year as part of her D.A.R.E. curriculum. The Diversion Officer will make presentations and discuss gangs, bullying and drugs at the Junior High and High Schools in the City of St. Helena. Listed below are the hours and locations of those classes:

Saint Helena Primary School, 5<sup>th</sup> & 6<sup>th</sup> graders are taught about gangs as part of the D.A.R.E. curriculum taught by the Diversion Officer, as part of a ten week program. This is the second year that this type of curriculum is being taught in the primary school. (100 hours of work including prep and teaching)

Robert Louis Stevenson Middle School - 7th graders are taught about gangs as part of their Health class. The youth learn about how some of the gangs started and about what gangs are in Napa county and surrounding areas. As a follow up to the class, discussions with the kids are scheduled once per quarter. (15 hours of work including prep and teaching) (3 page handout for 112 students)

Robert Louis Stevenson Middle School – 8<sup>th</sup> graders are instructed about gangs, bullying and harassment as part of the gang curriculum. Follow up classes are scheduled with the 8th graders once per quarter. (15 hours including prep and teaching) (2 page handout for 111 students)

St. Helena High School - 9th graders are given a short presentation on staying away from gangs and staying safe at the beginning of the school year. (2 hours of prep and talking to the kids)

Throughout the year the Diversion Officer will make themselves available to talk individually with juveniles (not just Diversion youth) in regard to gang family history, interest in gangs, etc. Many of these youth refer themselves because they want to get more information. Though some youth are referred by the Principal, for having 'gang like' behavior at school or clothing, etc. (In the past year 25-30 hours have been used counseling individual juveniles)

The Diversion Officer creates and provides informal training with the teachers at RLS and SHHS in regard to signs of gang involvement so they know what to look for; especially in regard to graffiti on homework, writings around campus, clothing, paraphernalia, etc. (20 hours)

Corrective measures include having the juveniles write research papers around the issue of graffiti or about the types of graffiti and how kids are affected by it, and/or taking pictures of all the graffiti within the City limits, etc. (20 hours)

The Diversion Officer will be involved in parent meetings and ELAC meetings to discuss gangs and gang like signs to look for in their children. (10 hours)

The D.A.R.E. program is a ten week program that is taught at the primary school to the 5<sup>th</sup> grade students. The program is taught in conjunction with a workbook and requires students to participate an hour a week and targets the following areas:

Drugs, Alcohol, Gangs, Bullying and Making the Right Choices.

The program culminates in a graduation ceremony and certificates of completion are given to the students who fulfilled all of the program requirements.

**CITY OF ST. HELENA**  
**RESOLUTION NO. 2015-\_\_\_\_\_**

**APPROVING A CONTRACT FOR JUVENILE DIVERSION AND D.A.R.E.  
PROGRAMS AT THE ST. HELENA POLICE DEPARTMENT  
WITH THE BOYS & GIRLS CLUB OF ST. HELENA AND CALISTOGA.**

**RECITALS**

- A. The St. Helena Police Department strives to work with juveniles to keep them out of the criminal justice system; and
- B. The juvenile diversion program is designed to work with youth to mentor and counsel youth to keep them out of the juvenile court system;
- C. The Boys and Girls Club of St. Helena and Calistoga employee individuals that are experienced with youth programs and the D.A.R.E. and diversion programs specifically; and
- D. The attached Agreement establishes the terms and conditions under which the Boys and Girls Club will provide the necessary personnel and services that will allow the St. Helena Police Department to offer a Juvenile Diversion & D.A.R.E. program.

**RESOLUTION**

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

- 1. Approve contract for Juvenile Diversion and D.A.R.E. programs with the Boys and Girls Club of St. Helena and Calistoga.
- 2. The City Manager is authorized to execute the contract for services with The Boys and Girls Club of St. Helena and Calistoga.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015 by the following vote:

|                               |       |
|-------------------------------|-------|
| <b>Mayor Galbraith:</b>       | _____ |
| <b>Vice Mayor White:</b>      | _____ |
| <b>Councilmember Crull:</b>   | _____ |
| <b>Councilmember Dohring:</b> | _____ |
| <b>Councilmember Pitts:</b>   | _____ |

APPROVED:

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Alan Galbraith, Mayor

ATTEST:

---

Cindy Black, City Clerk



Report to the City Council  
Council Meeting of April 28, 2015

**Agenda Section:** Consent

**Subject:** STATING THE CITY COUNCIL'S INTENT TO SELL PUBLIC PROPERTY KNOWN AS 684 MCCORKLE AVENUE AND SETTING A HEARING FOR ANY PROTESTS TO THE SALE AND CITY COUNCIL ACTION ON THE SALE

**CEQA Status:** Not a CEQA project

**Prepared By:** Aaron Hecock, Planner

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

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**DISCUSSION**

684 McCorkle Avenue ("McCorkle Property") is an existing 23,000-square foot city-owned parcel located in the High Density Residential (HR) zoning district. The City purchased the McCorkle Property in 2013 with funds from the City's Affordable Housing In-Lieu Fund and a loan from the City's General Fund, after having found it to be a potential site for a future affordable housing or workforce housing project. The possible development of the McCorkle Property for affordable or workforce housing was also recognized under the Calderon Settlement.

Our Town St. Helena (OTSH) in cooperation with Rural Community Assistance Corporation (RCAC) is working with the USDA Rural Development Mutual Self-Help Program in order to secure a Technical Assistance Grant in order to build affordable housing in St. Helena. Requirements for securing grant funding include site control, or an option for site control.

The City could potentially sell the McCorkle Property to OTSH to develop at least six (6) units of owner-occupied housing available to lower income households through a United States Department of Agriculture program that will assist the lower income households in financing the construction of the units and require the households to participate in the construction through a "self-help" program. The number of units proposed meets the use and density requirements of the General Plan and Zoning Code High Density Residential designations for the McCorkle Property.

No agreement has been made to sell the property at this time. The Council's action is a legally required step in a process for the City to initiate the sale of a City owned property. The declaration of intent to sell the McCorkle Property does not trigger review under the California Environmental Quality Act ("CEQA") because there is no conceivable effect on the environment arising from the setting of a date and time for the hearing on the matter, and because the City Council will consider the CEQA impacts of the potential sale at that very hearing.

The Planning Commission on April 21, 2015 found that the proposed transfer of the McCorkle Property is in conformity with the St. Helena General Plan.

**FISCAL IMPACT**

None. The future sale of the property will generate revenue that the City can deposit into the Affordable Housing Trust Fund.

**RECOMMENDED ACTION**

Staff recommends that the City Council of the City of St. Helena declare its intent to sell said property pursuant to the provisions of Government Code §§37420 et seq. and hereby sets a hearing to be held on May 12, 2015, at 6:00 pm or as soon thereafter as it can be heard, at the Vintage Hall Board Room located at 465 Main Street, St. Helena, at which time any and all protests to said sale may be heard. Also, that final action by the City Council will be taken at the conclusion of said hearing or at any time thereafter as the City Council may determine and set during the hearing.

**ATTACHMENTS**

1. Resolution

**CITY COUNCIL RESOLUTION 2015-  
STATING THE CITY COUNCIL'S INTENT TO SELL PUBLIC PROPERTY KNOWN AS  
684 MCCORKLE AVENUE AND SETTING A HEARING FOR PROTESTS TO THE  
SALE AND CITY COUNCIL ACTION ON THE SALE**

**WHEREAS**, the City of St. Helena owns certain real property located at 684 McCorkle Avenue, which property constitutes a 23,000-square foot parcel located in the High Density Residential (HR) zoning district and general plan land use designation, and

**WHEREAS**, the City desires to sell the real property to Our Town St. Helena for the purpose of allowing Our Town St. Helena to develop at least six (6) units of owner-occupied housing available to "lower income households" as that term is defined and used in Health and Safety Code § 50079.5, through a United States Department of Agriculture program that will assist the lower income households in financing the construction of the units and require the households to participate in the construction through a "self-help" program, and

**WHEREAS**, the Planning Commission on April 21, 2015 found that the proposed transfer of the McCorkle Property is in conformity with the St. Helena General Plan.

**Resolution**

**NOW, THEREFORE, BE IT RESOLVED** that the City Council incorporates the above recitals and finds, as required by California Government Code §§37420 et seq., that the public interest and convenience require the sale of the City-owned property known as Assessor's Parcel No 009-502-007, located at 684 McCorkle Avenue in the City of St. Helena, and more particularly defined and described as:

Commencing at an iron stake on the Old "Logan" line distant thereon 46° 40' East 691.40 feet from a street monument, at the intersection Allison Avenue and McCorkle Avenue; running thence North 43° West along the Northeasterly line of land conveyed to Edward L. McAuley of Deed of Record in Book 103 of Deeds, Page 271, Official Records, 282.30 feet to the Northwesterly line of the lands conveyed to C.J. McClain by Deed of Record in Book 106 of Deeds, Page 395, Official Records; thence Northeasterly along last mentioned line 83.50 feet; thence South 43° East 290.91 feet to said old line of Logan; thence along last mentioned line South 46° 40' West 83.0 feet to the point of commencement.

**BE IT FURTHER RESOLVED** that the City Council of the City of St. Helena declares its intent to sell said property pursuant to the provisions of Government Code §§37420 et seq. and hereby sets a hearing to be held on May 12, 2015, at 6:00 pm or as soon thereafter as it can be heard, at the Vintage Hall Board Room located at 465 Main Street, St. Helena, at which time any and all protests to said sale may be heard.

**BE IT FURTHER RESOLVED** that final action by the City Council will be taken at the conclusion of said hearing or at any time thereafter as the City Council may determine and set during the hearing.

**BE IT FURTHER RESOLVED** that this resolution shall be published and posted in the manner provided by law, including but not limited to publication at least once in a daily newspaper published and circulated in the City (or if there is none, in a newspaper published in Napa County) and posting for not less than ten days in at least three conspicuous places upon the McCorkle Property.

**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 April 28, 2015 by the following roll call vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

**ATTEST:**

---

Alan Galbrieth  
Mayor

---

Cindy Black  
City Clerk



**Report to the City Council  
Council Meeting of April 28, 2015**

**Agenda Section: New Business**

**Subject: Final Decision on the Applicant Appeal of Tree Committee Decision to Deny Removal of the 14.5-inch Diameter at Breast Height Chinese Pistache Tree at 1752 Scott Street**

**CEQA Status: Categorically Exempt, Section 15061(b)(3)**

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

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

---

**BACKGROUND**

On December 3, 2013 property owners Doug Cutting and Anne Cottrell's Request for a Demolition Permit, Design Review and Variance No. 2013-69 for 1752 Scott Street was heard and approved by the Planning Commission, and contained no conditions of approval to remove any tree from the property.

In October of 2014, the property owners through their tree removal contractor Pacific Tree Care, submitted a Tree Permit application requesting the removal and stump ground of one 14.5" DBH (diameter at breast height) Chinese Pistache tree proposing a tree replacement to be planted once construction was completed.

In October of 2014, a notice of pending tree permit was mailed and posted, and the tree permit was heard at the November 13th Tree Committee meeting. No action was made at this meeting and the Tree Committee asked the applicant to come back at the next meeting. Tree Committee motioned to defer action to next meeting to allow City staff review of the application for alternative solutions to save the tree.

At the January 8, 2015 meeting the application was heard for motion. The applicants were not able to attend the meeting and in lieu submitted a statement that was read at the meeting (Attachment 1). Public comments were heard and letters of support and opposition that were received are included in Attachment 2. The City Arborist reviewed the application noting that the tree is in good health, has no visible wounds, has good structure, and did not recommend removing the tree. The Tree Committee also received

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comments from City Planning Director who stated that there are other ways of designing the driveway to function. The Planning Director commented that leaving the tree in place would be somewhat inconvenient for the applicant to maneuver, however it is not a safety concern.

Tree Committee discussion continued and the Tree Committee voted 3 – 0 denying removal as the committee deemed that there are other viable options for the driveway and further required that any material under the dripline of the tree be of a permeable material.

### **DISCUSSION**

Pursuant to St. Helena Municipal Code 12.24.180 Appeal, any person shall have the right to appeal an action of the Tree Committee to the City Council. An appeal was received from the applicants on January 12, 2015.

The appeal process states that prior to scheduling the appeal for the City Council the City Clerk shall forward the appeal to the Tree Committee for comment and recommendation to the Council. This matter was scheduled for the February 12, 2015 Tree Committee meeting.

At the February 12, 2015 meeting, Tree Committee prepared their comments and recommendations for the subject appeal. The recommendations are as follows:

1. The original permit that was submitted for this project included all the trees in existence, and all the trees were saved and retained.
2. City Arborist and City Planning Director are in agreement with Tree Committee decision and support the denial of removing the tree.
3. City Arborist and Planning Director support that there is no valid reason to remove the tree.
4. Since the tree is a public street tree, it provides additional benefits for the whole City, in particular the neighbors.

On April 14, 2015, the applicant submitted their response for appeal (Attachment 1). In summary the applicant re-stated their position:

1. Since the driveway is being relocated from the north side of the lot to the south side, the tree needs to be removed to provide functional driveway access to the garage and to provide required off-street parking.
2. If there is a car parked in the driveway, it is not possible to get a second car into the garage without driving into the area that the tree is currently located.
3. The civil drawings of their project, approved by the city, show that the tree is to be removed.
4. A new Chinese Pistache tree will be planted as a replacement tree on the north side of the lot, so that there will continue to be three street trees fronting the parcel.
5. Several new trees are being planted in the front yard.

**Item No: 11**

An additional exhibit showing the second car entering the garage, without a car parked in the driveway is included as Attachment 3 to this staff report. Staff reviewed the information submitted by the owner and finds that the garage would be accessible by two vehicles if the driveway is not occupied by a vehicle. However, the garage is not accessible if there is a car parked in the driveway.

These are the facts of this appeal and pursuant to the code, a decision of the City Council shall be final.

This action is not subject to review under the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA), because there is no possibility that the action will have a significant effect on the environment. (Cal. Code Regs., tit. 14, §15061(b)(3).)

**FISCAL IMPACT**

None.

**RECOMMENDED ACTION**

The City Council may either:

Adopt a resolution denying the appeal and upholding the Tree Committee decision to deny removal of the 14.5" DBH Chinese Pistache street tree at 1752 Scott Street and requiring any material under the dripline to be permeable; or

Adopt a resolution approving the appeal and authorize the removal of the 14.5" DBH Chinese Pistache street tree at 1752 Scott Street.

**ATTACHMENTS**

1. Applicant statement.
2. Letters of support and opposition.
3. Driveway Exhibit
4. Resolution Denying Appeal
5. Resolution Approving Appeal

April 14, 2015

To St. Helena City Councilmembers:

We are seeking permission to remove and replace a Chinese Pistache street tree at 1752 Scott Street. We make this request because we have constructed a new house on the parcel, and have moved the driveway from the north side of the lot to the south side. The tree needs to be removed to provide functional driveway access to the garage and to provide required off-street parking. (The civil drawings of our project, approved by the city, show that the tree is to be removed.) We will replace the tree with a new Chinese Pistache on the north side of the lot, so that there will continue to be three street trees fronting the parcel. We also are adding several new trees in the front yard.

Attachment C4 shows the proposed driveway configuration. This plan provides for three off-street parking spaces. (That is a requirement for the parcel – the house requiring two off-street spaces, and the second unit requiring one more.)

Attachment C1 shows a driveway layout with the tree remaining on-site. This would narrow the driveway opening to 14 feet. Attachment C1 shows that it is not possible to get a second car into the garage without driving across the area where the tree currently stands.

Attachment B is our current landscaping plan for the front yard. It shows several new trees to be planted there. There will be a net increase of 9 trees in our yard as compared to pre-project conditions.

A note on the tree: it is not a heritage tree, but a common Chinese Pistache, planted by Anne's family 20-odd years ago, replacing a prior street tree. We intend to continue the tradition of keeping Scott Street well-treed. We are happy to replace this tree with as large a tree as the city would advise. We would also be willing to plant another street tree on a city-designated site.

Thank you for your consideration of our request. We are happy to answer any questions you might have.

Respectfully,

Anne Cottrell

Doug Cutting

January 8, 2015

To the Tree Committee:

This letter provides an update to our application to remove a Chinese Pistache at 1752 Scott Street. As background: in December 2013, the Planning Commission approved our application to build a new home at 1752 Scott. Our plans as submitted and approved included a driveway that narrows at the street but still requires removal of the tree. Doug and I held off on applying for tree removal at that time because thought we should explore the options in case there was a way to save the tree. More importantly, at the time we thought that the tree would need to be removed to place the sections of our home on-site, making the issue moot.

In early November, our project manager found a way to place the house without needing to remove the tree. But the problem of the driveway remains, and is the reason for our request to remove the tree.

At the meeting on November 13, the Tree Committee asked that we work with city staff to see if we could come up with a creative solution to keep the tree. So we met with Victor Carniglia, the planning director, and another Planning Department staffer.. They then worked with Public Works staff. Mr Carniglia contacted us to tell us that they did not find a driveway option that was really workable while keeping the tree. He asked that we go back to Blu Homes and Firma Design, the civil engineers on the project, and discuss with them.

Attached is the response letter from Firma Design. It and the attached drawing show that it is not possible to install a functioning driveway without removing the tree.

Looking ahead: to mitigate removal of this tree, we propose planting a new Chinese Pistache street tree to the north of the driveway. We would also be willing to plant another tree on the street. We understand that the city has a parcel on the north end of Scott Street and may want to plant more Chinese Pistache there. We are happy to work with city staff to help with this effort.

Also, we will be planting several new trees on the parcel distributed between front and back yards. The final attachment shows a planting plan of the front yard with locations of the trees. With permeable pavers and low-water landscaping, we are working to create a yard that is both aesthetically pleasing in the neighborhood and environmentally friendly.

Thank you,  
Anne Cottrell and Doug Cutting

Action was taken by TC on 1/8/15

RECEIVED

DEC 11 2014

**Jim and Stephanie Gamble**  
1801 Scott Street  
Saint Helena, CA 94574

CITY OF ST. HELENA

December 11, 2014

St. Helena Tree Committee  
City of Saint Helena  
Saint Helena, CA 94574

**Re: Letter of Support For Cottrell-Cutting's Tree Removal Proposal**

Dear St. Helena Tree Committee -

On behalf of my wife and myself, this letter is in support of the Cottrell-Cutting's removal of the Chinese Pistache in front of their new house on Scott Street. We live at 1801 Scott Street and pass their house many times every day. We love trees as much as anyone. We have planted over 80 trees on our property on Scott Street, including 21 Chinese Pistache.

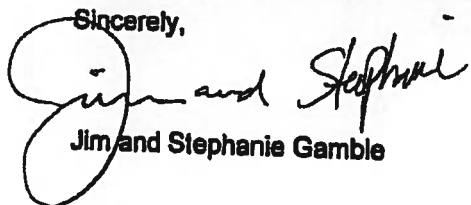
While we are saddened to see a beautiful tree go, Scott Street is a narrow street, always lined with cars. Most drive in the middle of Scott Street to avoid the hazards associated with these cars parked on the street (i.e. car doors opening and closing, people going to and from their cars, etc.). By removing the tree, there will be more off-street parking that will help improve the safety on the street and will reduce congestion.

Removing a tree is a difficult decision. I know Anne and Doug have lost much sleep over this dilemma and have considered many options to avoid removing this tree.

From our viewpoint, Chinese Pistache's are a common, fast growing tree. Many of the Chinese Pistache's that we planted on our property 10 years ago are now 25-35 feet tall. The tree the Cottrell-Cutting's will remove will be chipped and used to nurture the 16 new trees they are planting. Stephanie and I both feel the loss of this tree is more than offset by removing vehicle(s) from the street, and from the enhanced beauty of the neighborhood that will be realized in a few short years once the 16 new trees grow and mature.

Thank you and please don't hesitate to contact us with questions.

Sincerely,



Jim and Stephanie Gamble

## **Kathy Robinson**

---

**From:** Cindy Black  
**Sent:** Tuesday, February 17, 2015 8:33 AM  
**To:** Kathy Robinson  
**Subject:** FW: Attention: Tree Committee

FYI

Thank you,

Cindy Black  
City Clerk  
City of St. Helena  
1480 Main Street  
St. Helena, CA 94574

General Office 707-967-2792  
Direct 707-968-2742 | Fax 707-963-7748  
[cityclerk@cityofstheleena.org](mailto:cityclerk@cityofstheleena.org)  
[www.cityofstheleena.org](http://www.cityofstheleena.org)

**From:** Bill Hart [mailto:bill@hartvineyard.net]  
**Sent:** Monday, February 16, 2015 8:47 PM  
**To:** Admin; Cindy Black  
**Subject:** Attention: Tree Committee

This is intended as input regarding the application to remove a Chinese Pistachio tree from the front of the new home being constructed by the Cuttings at 1752 Scott Street.

We have been residents of Scott Street for 14 years. We see the owner has placed the garage in a location in which this tree partially obstructs perpendicular access to the garage. However, we believe the removal of one of the most beautiful trees on the street is not necessary, and indeed would detract from a neighborhood that has already had its character compromised by a rash of remodels and related tree removals.

We believe there are a number of solutions to the access issue. Therefore, we strongly oppose the removal of this beautiful tree.

Respectfully,

**Margie & Bill Hart**

Margie & Bill Hart  
1779 Scott Street  
St. Helena, CA 94574  
Office Ph.: (707) 967-9969  
Cell Ph.: (707) 815-1151  
Email: [hartvineyard@comcast.net](mailto:hartvineyard@comcast.net)

Re. 60-foot City pistache on Scott Street, St. Helena.

Carol Troy, Tree Committee

The Tree Committee's job is to serve as the voice of all residents of St. Helena in advising the City Council:

"The Tree Committee acts in an advisory capacity to the City Council, the Director of Public Works, the Parks and Recreation Commission, the Planning Commission and the public on matters pertaining to trees in St. Helena. The Committee serves as an appeals board to decisions of the Director of Public Works on tree issues.

**Background: The demolition and planning permit was requested 3 December 2013, and the town's street trees were designed into the construction plans. The planned garage driveway facilitated survival and safety for both the 60-foot pistache and safety of the future residents of the Scott Street house.**

**The Acting Planning Director, in the Tree Committee meeting of 8 January 2015,** stated that the driveway -- curving around the tree -- meets all safety requirements of the City.

**The City Arborist, in the meeting of 8 January 2015,** stated that the pistache is a healthy tree.

**Three letters were received from neighbors** declaring that the tree should remain as a community asset.

I have observed runners, walkers, and a woman in a wheelchair (Margaret Shaw, Shaw Plumbing family, a local-serving business) who makes use of the shade of the tree in her daily perambulations. I have used Scott Street as a location for photography, due to the beautiful trees.

**The adjacent house has a double garage with the same distance between the trees,** and others on the block, with no damage to the trees.

An objection to the tree is that the Cuttings have young boys.

In the future, when the boys get older and learn to drive, they may run into the community's tree. Repeatedly driving into the community's tree might damage and kill it. Thus, cut it down now. Driver education classes will solve this problem.

Since the City Planner OK'd the driveway design, and the City Arborist said the tree was healthy, I confirm that we must deny a permit to take out this beautiful healthy 60-foot pistache tree, a valuable community resource.

## Kathy Robinson

---

**From:** Cindy Black  
**Sent:** Sunday, February 08, 2015 4:52 PM  
**To:** Kathy Robinson  
**Subject:** Fwd: Letter to Tree Committee

FYI

Sent from my iPhone

Begin forwarded message:

**From:** Sandy Ericson <[sfericson@me.com](mailto:sfericson@me.com)>  
**Date:** February 7, 2015 at 10:53:34 PM PST  
**To:** Cindy Black <[CindyB@cityofstheleena.org](mailto:CindyB@cityofstheleena.org)>  
**Subject:** Letter to Tree Committee

This is a letter in support of the decision to retain the street tree on Scott St. that is being appealed on Feb. 12, 2015 at the Tree Committee meeting.

Tree Committee:

Regarding the appeal for removal of the street tree at 1752 Scott St., below is the design approved by the Planning Commission at the initial hearing -- note the curved driveway avoiding the street tree. The large Maple shown is already gone; it's water was cut off and it died, necessitating its removal. These plans were made by professionals with full knowledge of the building and design issues involved or they would not have been submitted as such.

The tree involved is large and affords our home significant shade in the increasing summer heat. We live and work at home in the area which is shaded so removing the tree means a lot to us given the hotter temperatures that are now becoming more frequent. Our home is located parallel to the lower edge of the drawing. The sun sets behind the tree at the upper right of the drawing.

While my husband and I certainly understand that homeowners want what they want for all their own reasons, design decisions by the City are usually applied to the homeowners own property which has already been significantly transformed by removal of all the trees, variances for large structures granted very close to the property line and it has been regraded, which added unmeasured height to the buildings, etc. We have not protested any of these issues except when actions caused drainage problems for us.

However, the tree in question is on public property or easement. It is a street tree and its presence is meant to be enjoyed by all the residents who live in the area. Although there are plans to plant other trees, I have been told that it could be 10 years before new trees would approach a similar size or function and, in any case, there will be no tree in the same place to afford the shade that this one does. Why should the people who live on the block have to wait that long to have what we have now? Are there other issues involved, such as a basketball court?

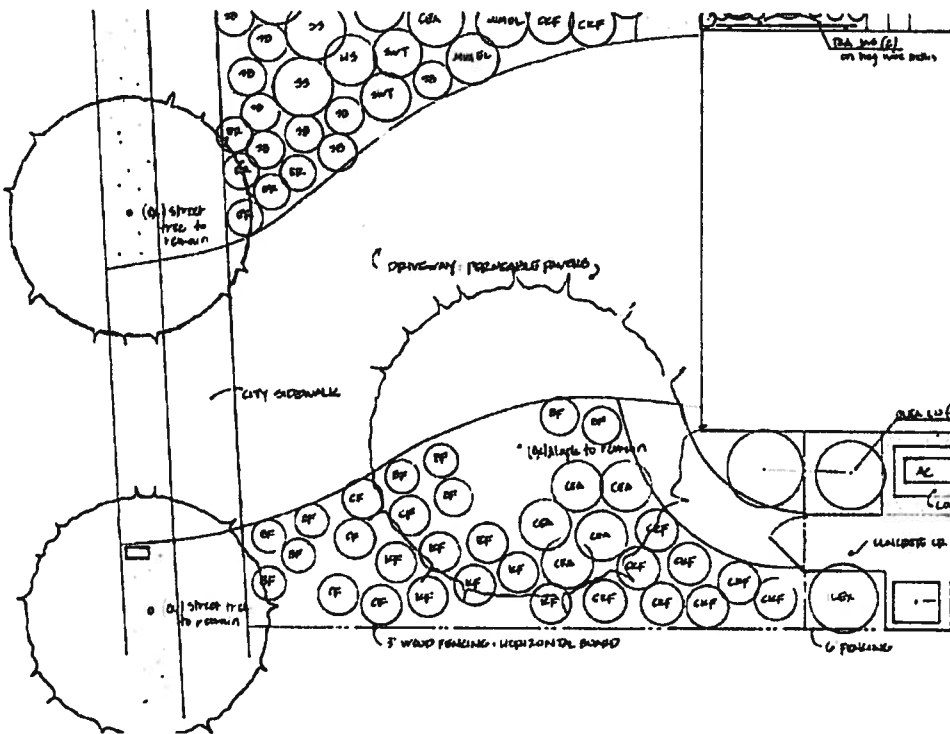
Or will the owners have a home office and want parking for commercial visitors? Do we have all the information?

I did read the Gamble's letter but the Gamble's property and the rest of Scott St. are very different. Their property is 5-7 acres at end of the street. They have no near neighbors, no street frontage and lots of room to plant 21 trees. The neighbors on Scott that front the street only have the street trees and what is on their properties which are mostly small City lots. With due respect, the Gambles will not be affected by removing this tree any more than anyone who drives past anything in town. Ironically, the reason Scott does not go through to Dean York and was subsequently available for the Gambles, is because Scott St. residents protested, in the late 80's, ambitious subdivision plans which designated small lots with track homes, all the way to Dean York.

Further, since the 'greater good' is often at stake in municipal planning decisions, the people rely upon City staffers to submit unbiased opinions. In this case both the City planner, Mr. Carniglia, and the City arborist, Mr. Haller, did not support removing the tree -- neither from a planning perspective nor a horticultural perspective. The tree is healthy, beautiful and much valued by all the neighbors.

I sincerely hope that the tree will remain and ask that the City simply do the right thing for the street, the neighbors and the tree by denying the permit. Please confirm the receipt of this email.

Thank you,  
Sandra Ericson





planners • civil engineers • landscape architects

1135 N. McDowell Boulevard, Suite 110, Pittsburg, CA 95664

Telephone: (916) 499-1200 Fax: (916) 492-1852

December 8, 2014

Carolyn Kimbro  
Blu Homes  
1245 Nimitz Avenue  
Marine Island  
Vallejo, Ca. 94592

Subject: 1752 Scott Street, St. Helena, Ca.

Dear Carolyn,

This letter is regarding the driveway location as shown on our plans, Firma Design Group, for 1752 Scott Street dated 4/10/14 and revised 8/28/2014. As you know the driveway location can't be changed or narrowed. We discussed this months ago, and I know that our client wanted to save the pistachio tree, but we determined that we would need to widen the driveway in order to be able to make the necessary turning movements into, out of, and be able to park a car on the left side of the driveway. If you were required to narrow the driveway, it would be unusable for two cars.

Sincerely,  
FIRMA DESIGN GROUP

A handwritten signature in black ink that reads "Martin P. Goldsbrough". The signature is written in a cursive, flowing style.

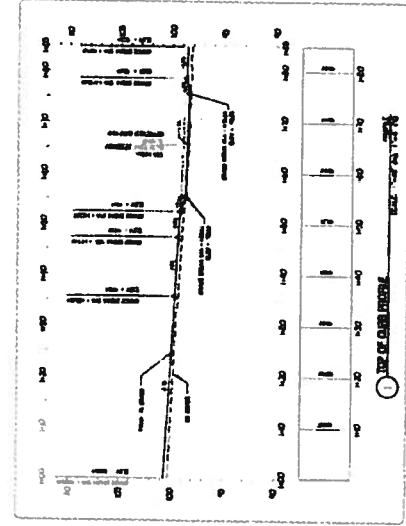
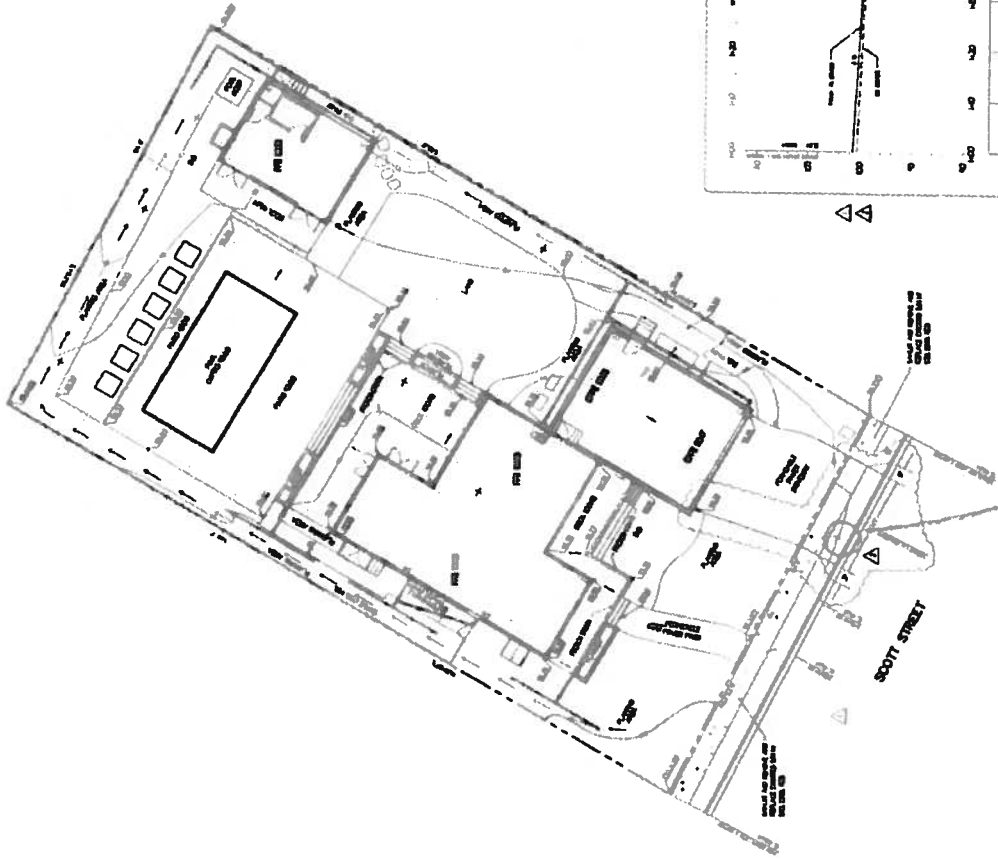
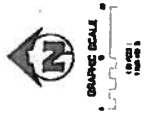
Martin P. Goldsbrough  
CEO/ President

**FIRMA**

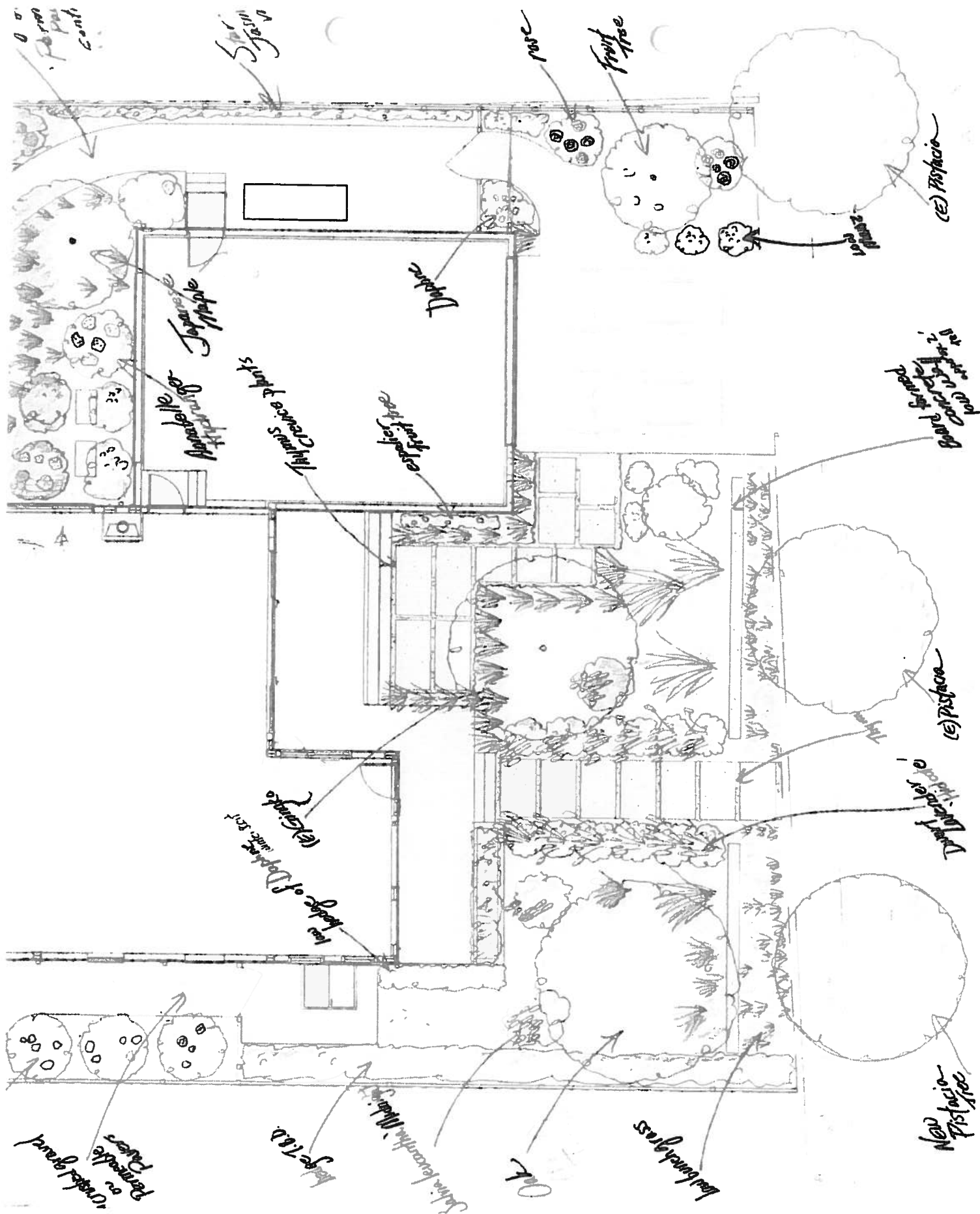


**CONSTRUCTION DOCUMENTS**  
**GRADING PLAN**  
 ST. HELENA, NAPA COUNTY, CALIFORNIA  
 BLANKENBUSH - 752 SCOTT STREET - APN 008-291-011

|             |             |
|-------------|-------------|
| Project No. | 008-291-011 |
| Sheet No.   | C4          |
| Scale       | AS SHOWN    |
| Date        | 10/10/00    |
| Drawn by    | W. J. Blum  |
| Checked by  | W. J. Blum  |
| Approved by | W. J. Blum  |



Existing Tree



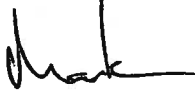
Dear St. Helena Tree Committee:

1/8/15

I would like to again express my opinion regarding the beautiful Chinese Pistachio at 1752 Scott Street. It is such a lovely tree, and my understanding is it belongs to the people of St. Helena. To remove it would be a great loss.

The building plans submitted to the city clearly show a curved driveway approach to the garage, with all street trees remaining in place. I think it is entirely appropriate to expect the owners to honor their original design.

Thank you for your ongoing efforts in preserving our beautiful trees,

A handwritten signature in black ink, appearing to read 'Mark', with a stylized flourish extending to the right.

Mark Oberschulte  
1787 Vineyard Avenue

Date: January 6, 2015  
To: Kathy Robinson  
From: Jim and Courtney Anderson  
1775 Scott Street  
Subject: Tree removal on Scott Street

Kathy ~

This letter concerns the Pistachio tree removal under review at 1752 Scott Street. We feel quite strongly that this tree should not be removed. It is a beautiful and healthy tree that adds a great deal to the neighborhood.

More importantly, this tree blocks a very unsightly power pole with a street light and wires that would be completely exposed if the tree is removed. This would not be most unattractive.

We understand that the issue with the tree revolves around access to the Cutting's garage from the street but we feel that entering the garage would not be particularly difficult if the tree remained. We had similar restrictions from the City due to setbacks for our garage when we built our home in 2003. We have to make a slightly difficult maneuver into our right garage stall which I do every day. You definitely get used to it.

Again, please save this beautiful tree.

Thanks...

## Item 5. A.

**Kathy Robinson**

---

**From:** Sandy Ericson <sfericson@me.com>  
**Sent:** Thursday, November 06, 2014 12:35 PM  
**To:** Kathy Robinson  
**Cc:** Carol Troy; susannortega@comcast.net Ortega  
**Subject:** Tree Committee Issue coming up

Hi Kathy,

This is about the street tree requested removal on in the 1700 block of Scott St. next door to our house.

During the whole project we have supported all the unusual building plans and not formally objected to anything the new owners have planned. In the course of the project several large trees have been removed from the property -- 2 big Walnuts, some smaller Birch trees and a large Maple near the front. At present there is not a single tree on the property.

The Pistachio tree slated for removal is a large tree -- one of the largest, if not the largest, on the block which is transitioning from the old Plum trees. Therefore the presence of the Pistachio is important to the overall atmosphere and beauty of the entire block with its brilliant color and red berries -- it also supports the local bird population. It is at least 25 years old, healthy and should not be removed if at all possible.

In addition, looking at the front of the new house, there does not seem to be a good reason to take it down. There is plenty of room to drive into the driveway between that Pistachio and the smaller one to the right -- equal to the size of our own driveway -- and it is not near the new house. So I wonder why?

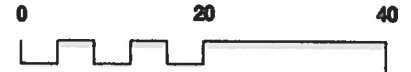
I ask that the City not remove the tree.

Thank you,  
Sandra Ericson

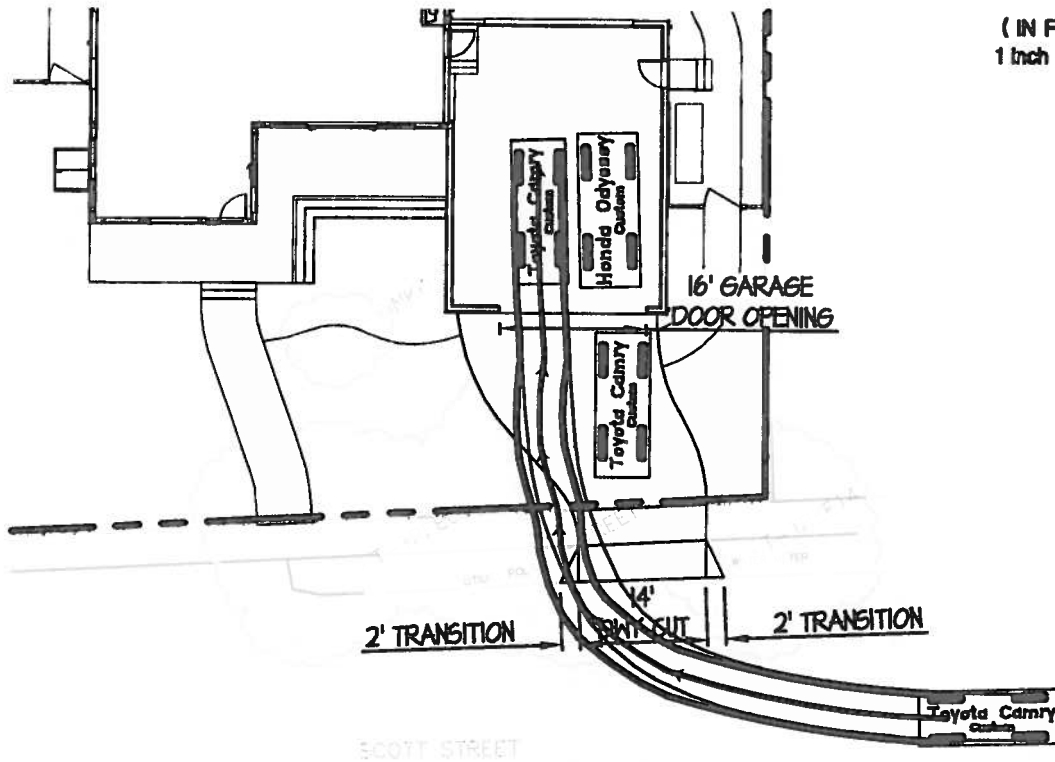




GRAPHIC SCALE



( IN FEET )  
1 inch = 20 ft



1

## DRIVEWAY - DESIGN REVIEW

PLAN  
1"=20'



www.firmadesigngroup.com  
1425 N. McDowell Blvd, Suite 130  
Petaluma, California 94954  
telephone • 707.792.1800  
fax • 707.792.1862

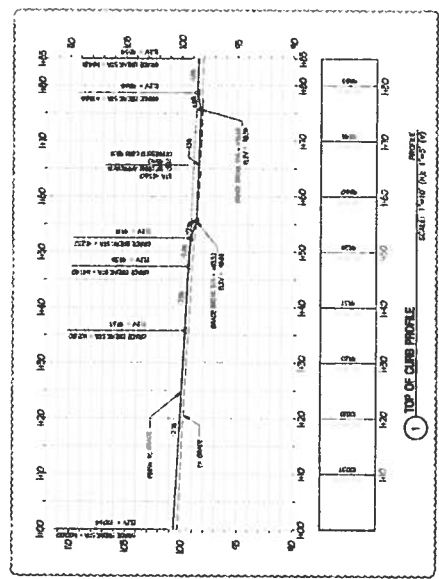
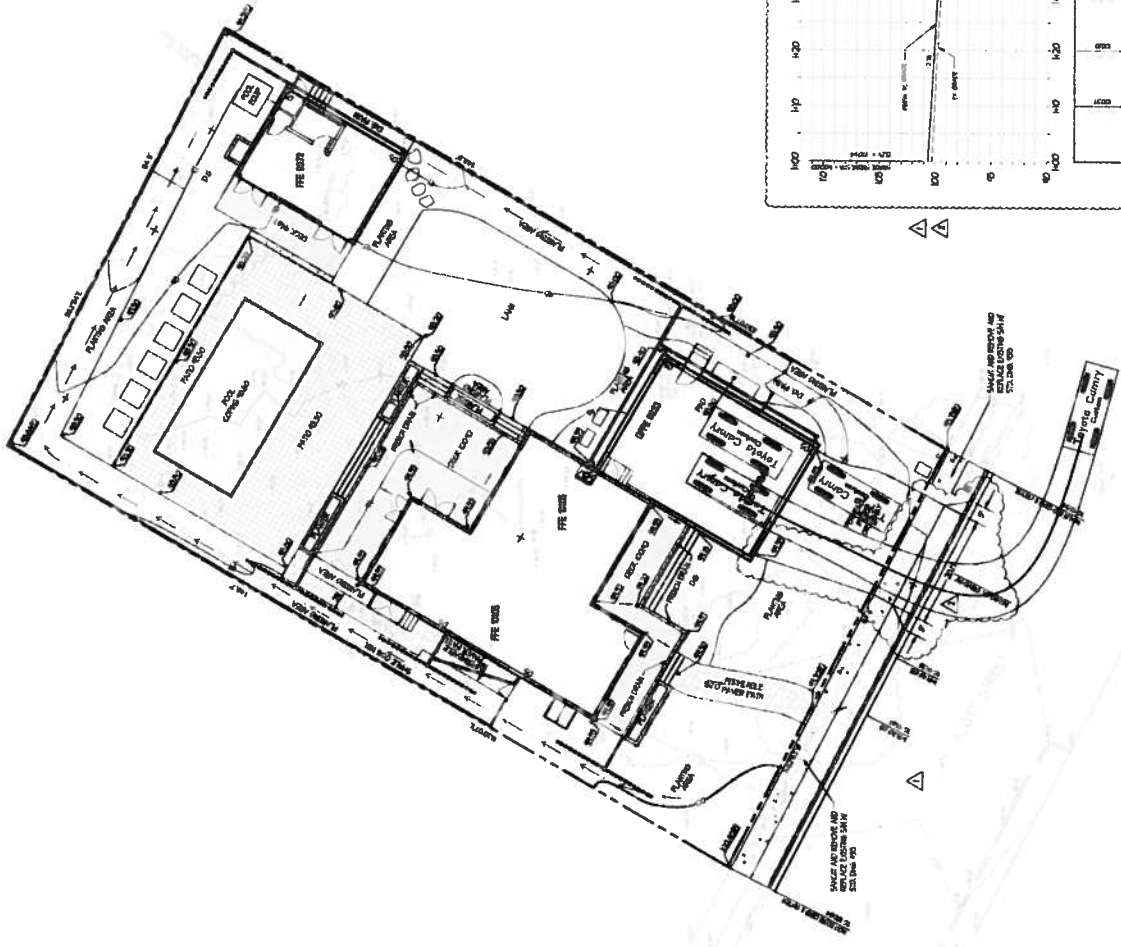
1752 SCOTT STREET - APN 009-291-011  
ST. HELENA, NAPA COUNTY, CALIFORNIA

## DRIVEWAY EXHIBITS

Job No. 0451-010  
Date 03/05/15  
Sheet

C1

of 2 Sheets



## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2015-\_\_\_\_\_**

#### **DENYING THE APPEAL AND UPHOLDING THE TREE COMMITTEE DECISION TO DENY REMOVAL OF THE 14.5 DBH CHINESE PISTACHE STREET TREE AT 1752 SCOTT STREET AND REQUIRING ANY MATERIAL UNDER THE DRIPLINE TO BE PERMEABLE**

##### **RECITALS**

- A. On December 3, 2013 property owners Doug Cutting and Anne Cottrell's Request for a Demolition Permit, Design Review and Variance No. 2013-69 for 1752 Scott Street was heard and approved by the Planning Commission, and contained no conditions of approval to remove any tree from the property; and
- B. In October of 2014, the property owners through their tree removal contractor Pacific Tree Care, submitted a Tree Permit application requesting the removal and stump ground of one 14.5" DBH (diameter at breast height) Chinese Pistache tree proposing a tree replacement to be planted once construction was completed; and
- C. In October of 2014 the tree permit was noticed and the tree permit was heard at the November 13th Tree Committee meeting with no action taken and asked the applicant to come back at the next meeting to allow City staff review of the application for alternative solutions to save the tree; and
- D. At the January 8, 2015 the Tree Committee voted 3 – 0 denying removal as the committee deemed there were other viable options for the driveway and further required that any material under the dripline of the tree be of a permeable material; and
- E. Pursuant to St. Helena Municipal Code 12.24.180 Appeal, any person shall have the right to appeal an action of the Tree Committee to the City Council, and an appeal was received from the applicants on January 12, 2015; and
- F. At the February 12, 2015 meeting, Tree Committee prepared their comments and recommendations for the subject appeal; and
- G. On April 14, 2015, the applicant submitted their response for appeal; and
- H. Pursuant to the code, a decision of the City Council shall be final; and
- I. This action is not subject to review under the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA), because there is no possibility that the action will have a significant effect on the environment. (Cal. Code Regs., tit. 14, §15061(b)(3).)

## **RESOLUTION**

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

1. City Council finds and determines to deny the appeal and uphold the Tree Committee decision to deny removal of the 14.5" DBH Chinese Pistache street tree at 1752 Scott Street and requiring any material under the dripline to be permeable.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Alan Galbraith  
Mayor

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Cindy Black  
City Clerk

## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2015-\_\_\_\_\_**

#### **APPROVING THE APPEAL AND AUTHORIZING REMOVAL OF THE 14.5 DBH CHINESE PISTACHE STREET TREE AT 1752 SCOTT STREET**

##### **RECITALS**

- A. On December 3, 2013 property owners Doug Cutting and Anne Cottrell's Request for a Demolition Permit, Design Review and Variance No. 2013-69 for 1752 Scott Street was heard and approved by the Planning Commission, and contained no conditions of approval to remove any tree from the property; and
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- H. Pursuant to the code, a decision of the City Council shall be final; and
- I. This action is not subject to review under the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA), because there is no possibility that the action will have a significant effect on the environment. (Cal. Code Regs., tit. 14, §15061(b)(3).)

##### **RESOLUTION**

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

1. City Council finds and determines to approve the appeal and authorize removal of the 14.5" DBH Chinese Pistache street tree at 1752 Scott Street.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Alan Galbraith  
Mayor

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Cindy Black  
City Clerk

## **CITY OF ST. HELENA**

### **RESOLUTION NO. 2015-\_\_\_\_\_**

#### **APPROVING THE APPEAL AND AUTHORIZING REMOVAL OF THE 14.5 DBH CHINESE PISTACHE STREET TREE AT 1752 SCOTT STREET**

##### **RECITALS**

- A. On December 3, 2013 property owners Doug Cutting and Anne Cottrell's Request for a Demolition Permit, Design Review and Variance No. 2013-69 for 1752 Scott Street was heard and approved by the Planning Commission, and contained no conditions of approval to remove any tree from the property; and
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- G. On April 14, 2015, the applicant submitted their response for appeal; and
- H. Pursuant to the code, a decision of the City Council shall be final; and
- I. This action is not subject to review under the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA), because there is no possibility that the action will have a significant effect on the environment. (Cal. Code Regs., tit. 14, §15061(b)(3).)

##### **RESOLUTION**

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

1. City Council finds and determines to approve the appeal and authorize removal of the 14.5" DBH Chinese Pistache street tree at 1752 Scott Street.

Approved at a Regular Meeting of the St. Helena City Council on April 28, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

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Alan Galbraith  
Mayor

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Cindy Black  
City Clerk



Report to the City Council  
Council Meeting of April 28th, 2015

**Agenda Section: New Business**

**Subject:** Resolution Certifying the Environmental Impact Report for the Upper York Ecosystem Restoration Project, adopting CEQA findings and a statement of overriding considerations, adopting a mitigation monitoring and reporting plan, and authorizing staff to proceed with securing final Project funding and developing Project design and construction bidding documents

**CEQA Status:** Environmental Impact Report (SCH. No. 2006092096)

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

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

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**BACKGROUND**

The City has been working for several years to remove the Upper York Creek Dam and restore the York Creek streambed. The dam was originally constructed in 1900 and is no longer managed as a water supply facility. The reservoir originally had a capacity of 10,000,000 gallons. Over time, it has accumulated an estimated 26,000 cubic yards of gravel and other sediments, and by 1993 too much sediment had accumulated to continue to use it as a water source. There have been four incidents of accidental, catastrophic release of sediment resulting in mortality of fish and other aquatic organisms. In 2006, the City entered into an agreement with the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) to remove the Upper York Creek Dam. The terms of this agreement state that the City must pay to NOAA \$70 per day for each day beyond October 31, 2012 that the dam continues to block fish passage to Upper York Creek. The current Project scope includes removal of 50'x140' earthen dam, re-establishing a natural fish-passage channel, and removing invasive plants and revegetation of approximately 2 acres as riparian forest.

The Notice of Preparation (NOP) for the Draft Environmental Impact Report (EIR), which initiated the environmental review process for the Project, was distributed to responsible agencies, interested parties, and the public on September 19, 2006. The 30-day Draft EIR scoping comment period initiated by the NOP was from September 19, 2006 to October 18, 2006. The Draft EIR was subsequently prepared and circulated for public review from April 19, 2007 to November 14, 2007. The initial public review period was set to close on June 4, 2007. In order to obtain more public participation, the City

extended the public comment period four times to November 14, 2007. The Final EIR was then prepared, which includes a summary of the Draft EIR, response to comments received during this extended Draft EIR public review period, as well as minor technical revisions and appendices prepared and added to address the comments.

A total of four publicly noticed meetings were held by the U.S. Army Corps of Engineers and/or the City at either the City of St. Helena public library or the City's fire department public meeting room. The Corps Civil Branch hosted a public scoping meeting in September of 2006, and the City held three public meetings in 2007. The City's first meeting was held on the evening of June 4, 2007 at the St. Helena Fire Department; no members of the public or agency staff attended the meeting, and no comments were received in response to the initial notice. A meeting that focused on potential impacts on existing flooding in the lower York Creek area was held at the public library on August 9, 2007, and several landowners from the lower York Creek area attended. A final meeting was held on October 4, 2007 that was attended by eight residents and largely focused on issues regarding existing conditions at Lower York Creek Reservoir during the summer and fall of 2007.

At the time of circulation of the Draft EIR in 2007, the project was jointly sponsored by the City and the U.S. Army Corps of Engineers, San Francisco District, South Pacific Division (Corps Civil Branch). Despite lengthy negotiations, the City and the Corps did not agree on contract terms, and the City has continued Project delivery on its own.

## **DISCUSSION**

The Project proposes to modify the upper dam to allow for fish passage and habitat connectivity, reduce potential for downstream habitat degradation and fish kills, and restore the local ecology of York Creek. The Project will provide access to spawning and rearing habitat for steelhead trout and habitat connectivity for both anadromous and resident fish and other aquatic and riparian species. Potentially detrimental sediment releases during summer low-flow conditions will be prevented, and the Project will provide a permanent solution to prevent short-term aquatic habitat impairment associated with possible dam breach/failure. The Project will restore approximately 3.5 acres of degraded riparian and aquatic habitat within the existing upper dam and reservoir area. Two (2) acres of this will be native riparian forest. The Project will also provide access to 1.5 miles of high-quality in-stream habitat. Restoration of natural sediment transport processes will occur through the Project site, with potential habitat improvements occurring in downstream reaches of York Creek and the Napa River. Disturbed areas in the Project site will be revegetated with a palette of multistory native plants to provide diverse habitats for aquatic, riparian, and terrestrial species.

In preparing the EIR the City considered three action alternatives and a No Project Alternative that would require on-going dredging of materials from behind the dam. A No Project Alternative that would allow no maintenance or sediment removal is infeasible

due to regulatory requirements imposed on the City by California Department of Fish and Wildlife (CDFW), as well as the City's acknowledgement that no maintenance could result in future sediment spills and impacts on sensitive downstream aquatic habitat. Table 1 below is a comparison of the objectives and constraints associated with each alternative.

Table 1. Comparison of Objectives Met in Relation to Each Alternative

| Alternative         | Objectives                                                                                                                                    |                                                              |                                                             |                                                                                                                               | Constraint                                   |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
|                     | Improve aquatic passage                                                                                                                       | Provide natural sediment transport                           | Reduce future downstream fish kills and habitat degradation | Habitat restoration                                                                                                           | Slope stability                              |
| <b>No Project</b>   | No                                                                                                                                            | No                                                           | Somewhat                                                    | No                                                                                                                            | No change                                    |
| <b>Small Notch</b>  | Yes.<br>Equivalent to natural up- and downstream conditions                                                                                   | Yes                                                          | Eliminates threat of sediment spill                         | 2.0 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel                                    | Requires road reinforcement measures         |
| <b>Full Removal</b> | Yes.<br>Equivalent to natural up- and downstream conditions                                                                                   | Yes                                                          | Eliminates threat of sediment spill                         | 2.2 acres of restored riparian habitat and 1.5 miles of restored creek in historic channel                                    | Requires highest level of road reinforcement |
| <b>Fish Ladder</b>  | Yes for 65%-95% of adults when sufficient flow is present but would continue to be complete barrier for juveniles and other aquatic organisms | Limited, ladder function is dependent on regular maintenance | Eliminates threat of sediment spill                         | 2.0 acres of restored riparian habitat & 1.9 miles of reconstructed channel 10-12 feet above original channel upstream of dam | No change                                    |

The Small Notch Alternative was determined to be environmentally superior because it would result in the highest levels of ecosystem restoration and protection, while providing greater stability for Spring Mountain Road. Spring Mountain Road is an important transportation link between Sonoma County and the Napa Valley that is sited

on a landslide immediately adjacent to the dam and spillway. Currently, the existing spillway structure and dam embankment help support the road and stabilize the adjacent landslide. Maintaining the stability of Spring Mountain Road at this location is a mandatory design constraint.

Beneficial environmental effects of the Small Notch Alternative include restored access to 1.5 miles of high-quality habitat for steelhead trout; restored habitat connectivity and unimpeded migration for aquatic and terrestrial organisms; elimination of the threat of harmful low-flow fine sediment releases; and reestablished natural sediment transport processes to improve in-stream habitat in York Creek and the Napa River. The Small Notch Alternative will generate approximately 26,000 cubic yards of sediment and dam material that will need to be exported from the Project site to another location. The EIR considers that the soil will be distributed to three different locations in varying quantities: Spring Mountain Vineyard, Lower York Creek Reservoir, and Clover Flat Landfill.

A Mitigation Monitoring and Reporting Plan (MMRP) has been prepared, which contains the mitigation measures from the EIR and is intended to avoid and minimize environmental impacts to the extent feasible during Project construction and operation. Despite these attempts, approval of and proceeding with the Project's Small Notch Alternative will result in four significant and unavoidable impacts even after implementation of the mitigation measures developed in the EIR and incorporated into the MMRP. These significant and unavoidable impacts and the associated mitigation measures are summarized and listed below:

1. **Aesthetics:** Placement of materials along the shore of the lower reservoir may result in a change in water surface area as viewed from above. In order to mitigate for this impact, the Project proposes to install native vegetation in the disturbed areas.
2. **Cultural Resources:** Removal of the Upper York Creek Dam and associated structures would have a significant adverse impact on the historic feeling, design, and association of a resource considered eligible for listing in the National Register of Historic Places and the California Register of Historic Resources. As mitigation, the Project will provide graphic and written documentation of the dam's significance on the City's website and displayed in a City building.
3. **Hydrology & Hydraulics:** Sediment aggradation in Lower York Creek may increase the frequency and severity of flooding. Proposed mitigation is implementation of a channel monitoring program, causative factors analysis, and program to improve channel capacity and promote sediment transport.
4. **Noise:** Maintenance or construction activities would temporarily increase noise at the dam and disposal sites. Mitigation proposed is to work during daylight hours,

and make efforts to efficiently schedule construction activities to limit impacts on neighbors.

In order to approve the Project, the City must find that the Project's specific economic, legal, social, technological, and other benefits outweigh these unavoidable adverse environmental effects CEQA Findings, including the required Statement of Overriding Considerations, have been prepared and included in Exhibit A of Attachment 1.

Sixteen comment letters were received during the public review period, which closed on November 14, 2007. Responses to these comments were prepared and documented in the Final EIR, which is available on the City website.

### **FISCAL IMPACT**

The total estimated Project cost to implement the Small Notch Alternative is estimated to be \$6,500,000. Due to additional project development and cost estimate refinement during preparation of 65% engineering plans, the current Project cost estimate is less than the original (2006) Corps Small Notch Alternative cost estimate of \$7,489,538. As discussed in the CEQA Findings, the estimated total costs for the Project alternatives: Full Removal Alternative - \$8,338,660; Fish Ladder - \$7,582,185. The current Project funding is shown in the table below.

| <b>Funding Source</b> | <b>Amount</b>       |
|-----------------------|---------------------|
| SFWQIF                | \$ 987,876          |
| Proposition 84 IRWMP  | \$ 800,000          |
| City Bond Funds       | \$ 3,016,349        |
| Unidentified          | \$ 1,695,775        |
| <b>Total</b>          | <b>\$ 6,500,000</b> |

The Project is currently underfunded by approximately \$1,695,775. The Project will not begin construction until funding for this shortfall can be identified and secured.

### **RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena, by resolution, certify the Environmental Impact Report for the Upper York Creek Ecosystem Restoration Project, adopt CEQA findings and statement of overriding considerations, adopt a mitigation monitoring and reporting plan, and authorize staff to proceed with securing the final funding and development of Project design and construction bidding documents for the Small Notch Alternative.

**ATTACHMENTS**

**1. Resolution**

**Exhibit A: Findings and Statement of Overriding Considerations**

**Exhibit B: Mitigation Monitoring and Reporting Plan**

**CITY OF ST. HELENA**

**RESOLUTION NO. \_\_\_\_\_**

**CERTIFYING THE ENVIRONMENTAL IMPACT REPORT FOR THE UPPER YORK CREEK ECOSYSTEM RESTORATION PROJECT, ADOPTING CEQA FINDINGS OF FACT AND A STATEMENT OF OVERIDING CONSIDERATIONS, ADOPTING A MITIGATION MONITORING AND REPORTING PLAN, AND AUTHORIZING STAFF TO PROCEED WITH SECURING FINAL PROJECT FUNDING AND DEVELOPING PROJECT BIDDING DOCUMENTS**

**RECITALS**

- A. The California Environmental Quality Act (CEQA) requires local agencies to consider the potential environmental impacts of their decisions prior to taking action to approve or carry out a project subject to CEQA; and
- B. The City of St. Helena ("City") retained Prunuske Chatham, Inc., an environmental consulting firm, to assist in the preparation of an Environmental Impact Report ("EIR") pursuant to CEQA for the Upper York Creek Ecosystem Restoration Project ("Project"); and
- C. The City, acting as lead agency under CEQA, prepared and published a Notice of Preparation ("NOP") of a Draft EIR for the Project on September 19, 2006. The NOP was distributed for a 30-day comment period that ended on October 18, 2006. The City then initiated work on a Draft EIR for the Project; and
- D. The City completed the Draft EIR and prepared and distributed a Notice of Availability for the Project's Draft EIR on April 19, 2007, which started the initial 45-day public review period that ended on June 4, 2007. To ensure greater public information and participation, the City provided additional notice of the availability of the Project's Draft EIR and further extended the public review and comment period thereon several times through November 14, 2007; and
- E. The Draft EIR, incorporated herein by reference, was filed with the State Clearinghouse (SCH No. 2006092096) and was distributed to public agencies and other interested parties for public review and comment; and
- F. The City of St Helena prepared the Final EIR and published it on April 20, 2015 which consists of (1) a summary of the Draft EIR, (2) comments received on the Draft EIR during the public review period, (3) responses to the comments received on the Draft EIR during the public review period, and (4) minor technical corrections/changes and appendices to the Draft EIR; and
- G. Prior to the duly noticed public hearing, the City posted the Final EIR on the City website, notified City residents by email, notified all members of the public that submitted writing comments on the Draft EIR, and notified all agencies that commented on the Draft EIR; and

- H. On April 28, 2015, the City Council of the City of St. Helena held a duly noticed public hearing to review and consider certification of the EIR, make CEQA findings, adopt mitigation monitoring and reporting plan, and approve the project.

### **RESOLUTION**

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of St. Helena makes the following findings, determinations and recommendations with respect to the EIR for the Project:

1. That the above recitations are true and correct, and material to this Resolution.
2. The City Council has independently reviewed, analyzed, and considered the Draft and Final EIR and all written documentation and public comments related thereto prior to making these findings, determinations, and recommendations on the EIR and the Project.
3. The information and analysis contained in the EIR reflects the independent judgment and analysis of the City Council.
4. The Draft and Final EIR were prepared and completed in compliance with the provisions of CEQA and the CEQA Guidelines.
5. The City Council hereby certifies that the Draft and Final EIR were presented to the City Council and the City Council reviewed and considered the information contained in the Final EIR prior to taking action on the Project.
6. The EIR documents and other related Project materials, including but not limited to staff reports, memoranda, maps, letters and agendas and minutes of all relevant meetings, which constitute the administrative record of proceedings upon which the City Council's findings, determinations, and recommendations contained in this Resolution are based are located at the City of St. Helena, 1480 Main Street, St. Helena, California 95474. The custodian of records is the City Clerk.
7. The City Council hereby certifies the EIR and directs the filing of a Notice of Determination with the County Clerk; and

BE IT FURTHER RESOLVED that the City Council of the City of St. Helena makes the following findings, determinations, and recommendations with respect to the Project:

1. The City Council rejects all alternatives in the EIR except the Small Notch Alternative because they are not as effective as the Small Notch Alternative in meeting the Project objectives and are infeasible for the reasons and based on the findings contained in Exhibit A (CEQA Findings and Statement of Overriding Considerations), which is attached hereto and incorporated by reference.
2. After considering the Draft and Final EIR, and all information in the administrative record, and in conjunction with making these findings, the City Council hereby finds that, pursuant to Section 15092 of the CEQA Guidelines, approval of the Project's Small Notch Alternative will result in significant effects on the environment; however, the City eliminated or substantially lessened these effects where feasible, and has determined that the remaining significant effects are found to be unavoidable under Section 15091 and acceptable under Section 15093. The City Council adopts and makes the findings

with respect to these significant and unavoidable impacts as set forth in Exhibit A (CEQA Findings and Statement of Overriding Considerations).

3. The City Council finds that Exhibit A of this Resolution provides the findings required under Section 15093 of the CEQA Guidelines relating to accepting adverse impacts of the Project's Small Notch Alternative due to overriding considerations. The City has balanced the economic, legal, social, technological and other benefits of the Small Notch Alternative against the unavoidable environmental risks that may result, and finds that the specific economic, legal, social, technological, and other benefits outweigh the unavoidable adverse environmental effects. The City hereby adopts the Statement of Overriding Considerations attached hereto as and included within Exhibit A.
4. The City Council hereby finds that the proposed mitigation measures described in the EIR and in Exhibit A are feasible, and therefore will become fully enforceable on the Project and binding upon the City and any affected parties. Those mitigation measures are included in the Mitigation Monitoring and Reporting Plan attached hereto as Exhibit B and incorporated by reference. The City Council hereby adopts the Mitigation Monitoring and Reporting Plan as set forth in Exhibit B and requires the Project to comply with the mitigation measures contained therein.
5. The City Council hereby approves the EIR's Small Notch Alternative as the Project and authorizes City staff to proceed with securing final Project funding and developing Project design and construction bidding documents.

DULY AND REGULARLY APPROVED AND ADOPTED at a Regular Meeting of the St. Helena City Council on April 28, 2015 by the following vote:

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

APPROVED:

---

Alan Galbraith  
Mayor

ATTEST:

---

Cindy Black  
City Clerk

*Exhibit A*  
**CEQA Findings &  
Statement of Overriding Considerations  
Upper York Creek Ecosystem Restoration Project**  
(State Clearinghouse No. 2006092096)



*A Project of the*  
**City of St. Helena, Napa County, California**  
1480 Main Street  
St. Helena, CA 94574  
707-968-2658



**April 28, 2015**

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## **1.0 Introduction**

The California Environmental Quality Act (CEQA) is codified in Public Resources Code (PRC) §§21000, *et seq.*, and guidelines for compliance are found in 14 California Code of Regulations §§15000, *et seq.*, (CEQA Guidelines). CEQA requires a lead agency to adopt findings for each potentially significant impact identified in an Environmental Impact Report (EIR) regarding measures required of, or incorporated into, a project in order to avoid or reduce adverse impacts and to determine that planned mitigation eliminates or reduces all potentially significant environmental effects of the Project to a less-than-significant level or that, although mitigation measures have been included into the Project, it is not feasible to reduce an impact to a less-than-significant level (CEQA Guidelines §15091). Further, in order to approve a project that has significant and unavoidable impacts, the agency must find that any such remaining unavoidable significant effects are acceptable due to specific economic, legal, social, technological, or other overriding considerations (CEQA Guidelines §15093). The lead agency must also adopt a Mitigation Monitoring and Reporting Plan (MMRP) for the Project in which fully enforceable mitigation measures are made a condition of Project approval (CEQA Guidelines §15091(d)).

These CEQA findings are adopted by the City of St. Helena (the City) as both sponsor and CEQA lead agency for the *Upper York Creek Ecosystem Restoration Project* (the Project). These findings pertain to EIR SCH #2006092096 prepared for the Project. The statements, findings, determinations, and other actions set forth in this Exhibit are based on the substantial evidence contained in the entire record before the City.

The City has determined that the EIR for the *Upper York Creek Ecosystem Restoration Project* was prepared and circulated pursuant to the requirements of CEQA, that the Final EIR (FEIR) was submitted to the City Council for review prior to approving the Project, and that the FEIR reflects the independent judgment of the City of St. Helena. These CEQA findings are Exhibit A, and the MMRP is Exhibit B, to all approval documents related to EIR SCH #2006092096. Both Exhibits A and B are incorporated by reference into each and every resolution approving the Project. All Exhibits are incorporated by reference into each other and into the resolution to which the Exhibit is attached. References to specific reports and specific pages of documents are not intended to identify those sources as the exclusive basis for the findings.

## **2.0 The Project**

### **2.1 Project Description and Objectives**

The Upper St. Helena Dam and Reservoir (UYCD) was constructed in 1900 and currently acts as a total barrier for fish and other aquatic organisms to access upstream aquatic habitat. The reservoir behind the dam is full of sediment and is no longer used to provide water for the City's needs. The Project will result in alteration of the dam and restoration of the former reservoir area into a natural creek channel with native riparian vegetation. The Project will provide access to 1.5 miles of spawning and rearing habitat for steelhead (*Oncorhynchus mykiss*) and habitat connectivity for both anadromous and resident fish and other aquatic and riparian species. Implementation of the Project will prevent potentially detrimental sediment releases

during summer low-flow conditions that have caused adverse impacts on fish and aquatic organisms in the past, and restore approximately 2 acres of degraded riparian and aquatic habitat within the existing upper dam and reservoir area. The Project may include placement of dam materials and accumulated sediment behind the dam that will be removed during Project construction and taken to three possible ancillary sites, including Lower York Creek Reservoir (LYCR); the adjacent, private Spring Mountain Vineyard; and Clover Flat landfill.

## **2.2 Project Alternatives Considered in the DEIR**

Consideration of a No Project Alternative, which describes the circumstance under which the proposed action would *not* occur, is required even if it does not meet the Project objectives (CEQA Guidelines §15126(f)). The purpose of describing and analyzing a No Project Alternative is to allow the public and agency decision-makers to compare the impacts of approving the proposed Project with impacts should the Project not be approved. Under the No Project Alternative, UYCD would not be altered from its current configuration, fish passage and habitat connectivity would not be restored, and no ecosystem restoration measures would be implemented. Regular maintenance dredging of the reservoir would still be required under the No Project Alternative to offset the continued deposition of materials behind the dam and to minimize potential sediment releases, but annual assessments of more than \$20,000 by NOAA's National Marine Fisheries Service would continue under the No Project Alternative due to the fact that the UYCD would continue to block passage for listed steelhead.

In 2006, prior to preparation of the Draft EIR (DEIR) by the City, the U.S. Army Corps of Engineers (Corps) conducted a feasibility study for the removal and/or modification of UYCD.<sup>1</sup> In the feasibility study, several approaches to the Project design were analyzed at a conceptual level in order to determine the alternative that best met the overall Project objectives of improved fish passage and habitat connectivity, reduced potential for future downstream habitat degradation and fish kills, and riparian and aquatic habitat restoration. In addition, each alternative had to maintain the stability of the adjacent Spring Mountain Road.<sup>2</sup> The Corps evaluated seven preliminary alternatives. Three were eliminated early in the analysis because they were ineffective at meeting the Project objectives, infeasible, or cost-prohibitive.

The following action alternatives were selected by the Corps and the City for further development during the feasibility analysis:

- Alternative 1: Remove the dam completely to create hydrologic connectivity and build a support structure for slope stability.

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<sup>1</sup> At the time of circulation of the DEIR in 2007, the project sponsors were both the City and the U.S. Army Corps of Engineers. Subsequent to circulation of the DEIR, the City has decided to fund and carry out the project on its own. The feasibility study document referred to herein is the *Final Draft Detailed Project Report: Upper York Creek Ecosystem Restoration Project, Napa County, California*, which was published by the U.S. Army Corps of Engineers, San Francisco District, South Pacific Division, on December 15, 2006.

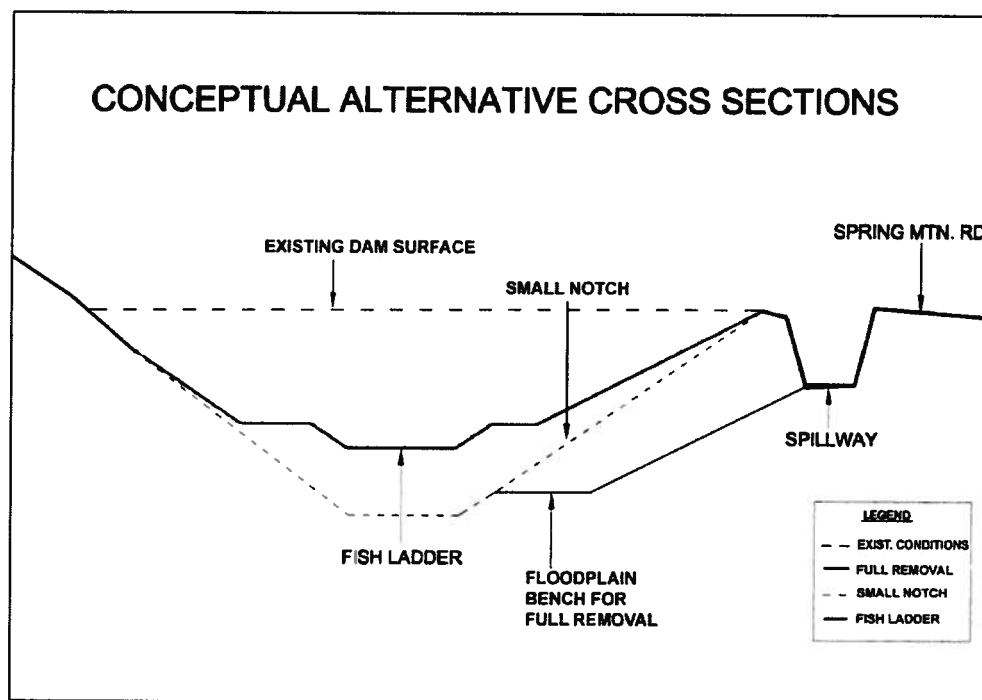
<sup>2</sup> The existing spillway structure and dam embankment currently help support Spring Mountain Road and stabilize the adjacent landslide.

- Alternative 2: Modify (notch) the dam to streambed level to create hydrologic connectivity.
- Alternative 3: Modify (notch) the dam partway and build a fish ladder.

Alternative 2 was subsequently split into two possibilities: Alternative 2A – a large notch in the dam that allowed for some floodplain through the dam area, and Alternative 2B – a small notch in the dam that contained a 23-foot wide channel without a floodplain. Subsequent investigation by the Corps into Alternative 2A (Large Notch) revealed that slope stability issues would only allow a 1.5-foot floodplain, and vegetated riprap would be necessary to protect the embankment from erosion, which would completely bury the 1.5-foot bench. Accordingly, Alternative 2A, (Large Notch), was rejected and dropped from additional analysis because it cost more than Alternative 2B, the Small Notch, and provided no additional ecological benefit.

Minus the No Project Alternative and the rejected Alternative 2A (Large Notch), Figure 1 below provides the Corps' cross-sectional rendering of the remaining alternatives: Alternative 1, shown in green as a floodplain bench for Full Removal; Alternative 2B, shown in red as a Small Notch; and Alternative 3, shown in blue as a Fish Ladder.

Figure 1. Conceptual Cross Sections of Action Alternatives



Based upon the aforementioned early feasibility analysis, the City determined that the EIR would consider and analyze the impacts of three action alternatives and a No Project Alternative that would require on-going dredging of materials from behind the dam. A No Project Alternative that would allow no maintenance or sediment removal is infeasible due to

regulatory requirements imposed on the City by California Department of Fish and Wildlife (CDFW), as well as the City's acknowledgement that taking no action could result in future sediment spills and impacts on sensitive downstream aquatic habitat.<sup>3</sup> Potential impacts and proposed mitigation for each alternative in relation to specific environmental resources were analyzed in Section 3 of the DEIR: *Environmental Setting and Consequences of Project Alternatives*.

### **2.3 Basis for Selection of the Preferred/Environmentally Superior Alternative over Other Project Alternatives**

Determination of the preferred/environmentally superior alternative is based on the accomplishment of Project objectives, maximizing beneficial environmental effects, and avoidance or substantial reduction of potentially significant impacts. The three primary Project objectives include:

- Improved fish passage and habitat connectivity.
- Reduced future downstream habitat degradation and fish kills from low-flow fine sediment releases.
- Habitat restoration within the Project area.

The following discussion includes an overview of the beneficial impacts of the alternatives; Section 2.4 below contains the City's determination of its preferred and environmentally superior project alternative.

#### **2.3.1 Fish Passage and Habitat Connectivity**

A natural creek bed restored to its historic location, slope, and geomorphic components would result under the Full Removal Alternative 1 and Small Notch Alternative 2B. The reinstated channel would provide complete habitat connectivity and passage for all life stages of steelhead, as well as movement and dispersal of other aquatic and terrestrial wildlife species. The Fish Ladder Alternative 3 would provide adult steelhead passage over the lowered dam during the rainy season and limited passage for adults during other times of the year, provided sufficient flows were present. The high, concrete fish ladder would present a significant, unnatural barrier for juveniles as well as other aquatic and terrestrial species. Under the No Project Alternative, fish passage and habitat connectivity would not be restored.

#### **2.3.2 Prevention of Future Sediment Releases**

The Full Removal Alternative 1 and Small Notch Alternative 2B would remove at least 95% of the sediment stored in the reservoir, restore natural sediment transport, and eliminate the threat of an accidental release of accumulated sediment. The Fish Ladder Alternative 3 would leave nearly 65% of the fine-grained reservoir sediment in place while subsequently allowing unrestricted sediment transport through the ladder. Sediment transport potential through the

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<sup>3</sup> Four documented incidents of accidental, catastrophic releases of fine sediment have occurred during maintenance activities at UYCD; the last was in 1992. These low-flow discharges resulted in mortality of fish and other aquatic organisms. The recurring sediment releases, together with the dam being a total barrier to aquatic migration, initiated formal enforcement actions from CDFW in 1992 and NOAA's National Marine Fisheries Service in 2002 requiring removal or modification of UYCD.

reconstructed reach upstream of the fish ladder may be reduced for coarse sediment, as the channel slope would be constructed at 3% instead of the natural channel's 5%. Under the No Project Alternative, sediment would continue to accumulate in the reservoir, resulting in an ongoing potential for detrimental fine sediment releases from catastrophic dam failure and/or sediment removal activities.

### **2.3.3 Habitat Restoration within the Project Area**

Each of the action alternatives includes reestablishing approximately 2 acres of currently disturbed riparian habitat and 1.5 acres of in-stream habitat. Construction of a complex, natural channel and revegetation of the banks with native trees and plants to create a mature riparian environment and provide bank stabilization are included in each action alternative. Restoration of the creek to most closely reflect local, historic conditions and provide full ecosystem connectivity occurs only in the Full Removal Alternative 1 and Small Notch Alternative 2B. Sediment removal activities under the No Project Alternative will frequently disturb the 1.5 acres of riparian and in-stream habitat within the reservoir, displacing the aquatic and terrestrial inhabitants.

### **2.3.4 Other Considerations**

Spring Mountain Road, a main artery between Sonoma County and the Napa Valley, is sited on a landslide immediately adjacent to the dam and spillway. Currently, the existing spillway structure and dam embankment currently help support the road and stabilize an adjacent landslide. Maintaining the stability of Spring Mountain Road at this location is a mandatory design constraint. Both the Full Removal Alternative 1 and Small Notch Alternative 2B potentially destabilize the landslide. The Full Dam Removal Alternative 1 requires the highest level of slope reinforcement measures for long-term structural stability. A higher level of slope stability is provided by the Preferred Small Notch Alternative 2B through backfilling the spillway, leaving a portion of the dam fill as a buttress, and reinforcing the slopes adjacent to the channel.

On August 27, 2010, subsequent to publication of the DEIR, NOAA's National Marine Fisheries Service and the City entered into an agreement regarding removal of the dam. Condition IIID of the agreement states that if UYCD has not been removed or fish passage has not been provided to meet a NOAA Fisheries-approved fish passage design by October 31, 2012, the City shall deliver to NOAA \$70 for each day past October 31, 2012, in which the dam has not been removed or aquatic passage has not been provided. Neither the No Project Alternative nor the Fish Ladder Alternative 3 would meet NOAA's fish passage design requirements.

The Corps evaluated the cost effectiveness of each action alternative in its *Detailed Project Report* and found that "Alternative 2B is the only cost-effective plan since all other plans cost more and produce either the same or fewer levels of output." (Corps 2006 Appendix L: *Plan Formulation*).

The estimated total costs<sup>4</sup> for Full Removal Alternative 1 was \$8,338,660, for Preferred Small Notch Alternative 2B was \$7,489,538, and for the Fish Ladder Alternative 3 was \$7,582,185; costs per unit<sup>5</sup> were \$247.49, \$222.29, and \$338.03, respectively (Corps 2006 Appendix L Table 2). The Corps concluded that Alternative 2B “is the ‘best buy’ and reasonably maximizes the net output to the national ecosystem.”

## **2.4 Environmentally Preferred Alternative**

Of the alternatives analyzed, the City finds the Small Notch Alternative 2B to be the preferred and environmentally superior alternative because it will restore the ecological connectivity between habitats above and below the dam, allow for natural sediment transport, provide the highest level of slope stability, and is the most cost-effective. Beneficial environmental effects of the Preferred Small Notch Alternative 2B include restored access to 1.5 miles of high quality habitat for steelhead trout; restored habitat connectivity and unimpeded migration for aquatic and terrestrial organisms; 2.0 acres of restored riparian revegetation; elimination of the threat of harmful low-flow fine sediment releases; and reestablished natural sediment transport processes to improve in-stream habitat in York Creek and the Napa River.

## **3.0 Environmental Review of the Project**

Pursuant to CEQA and the CEQA Guidelines, the City determined that an EIR would be prepared for the Project, issued a Notice of Preparation (NOP) of a Draft Environmental Impact Report for the *Upper York Creek Ecosystem Restoration Project*, and provided notice thereof by publishing a notice in the *St. Helena Star* (*Star*) and by providing the NOP to the State Clearinghouse on September 19, 2006 (SCH #2006092096). Public comment on the NOP closed on October 18, 2006, and no comments were received; a copy of the NOP is included as Appendix 3 of the DEIR. The City participated in a public meeting hosted by the U.S. Army Corps of Engineers on September 21, 2006, where comments were received from the Friends of the Napa River regarding their support for installation of native plantings as part of the restoration project.

CEQA requires that notification be provided to the public specifying the time during which comments on the Draft EIR will be received by 1) posting a notice on the project site, 2) putting an advertisement in the local newspaper commonly used for public announcements, or 3) sending letters directly to owners and occupants of properties contiguous to the project site (PRC §21092). The City utilized the second and third notification options, placing advertisements in the *Star* and sending direct letters, and took the actions described below to ensure adequate notice and time for public participation in the environmental review process. In order to ensure ample opportunity for public input, the City and the State Clearinghouse circulated the DEIR for public review and comment between April 19 and November 14, 2007. All told, three advertisements were published in the *Star* regarding the Project and availability

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<sup>4</sup> These costs are useful for comparison, but they are based on conceptual designs during feasibility analysis for the 3 action alternatives and were prepared in 2006 by the Corps. The City has since refined the cost estimate based on 65% plans, and substantial savings have been identified.

<sup>5</sup> Costs per unit were based on 1,810, the estimated carrying capacity of steelhead through the dam area.

of the DEIR and all supporting documentation for review at the public library in St. Helena. The DEIR and all supporting documentation were also made available on the City's website, and announcements were sent by letter and email to known, potentially affected residents and landowners.

On April 19, 2007, the City placed a display advertisement in the *Star*. It stated that the DEIR was available for public review and comment until June 4, 2007, and that a meeting would be held at the City's public library on the evening of June 4, 2007. No members of the public or agency staff attended the meeting, and no comments were received in response to the initial notice.

City staff concluded that further action should be taken to ensure public participation. A second ad was placed in the *Star* on May 31, 2007, noticing the Project and the availability of the DEIR and extending public comment to July 25, 2007. Notice of the availability of the DEIR and of the extended public comment period was also placed on the City's website.

Only one comment letter was received. Therefore, on July 6, 2007, the City sent letters directly to landowners and occupants directly contiguous to lower York Creek near its confluence with the Napa River and to LYCR, two areas with identified potentially significant impacts (Impacts AES-NP4 and H&H-PA1). Comments received from some recipients of the July 6<sup>th</sup> letter informed the City that residents of Beiber Road on Spring Mountain may also be interested in plans to alter LYCR because they drive past it to access their homes. A subsequent letter to Beiber Road residents was sent by email on July 26, 2007, and the City extended the public comment period even further until August 29, 2007. A meeting regarding potential impacts on existing flooding in the lower York Creek area was held at the public library on August 9, 2007, and several landowners from the lower York Creek area attended.

A third notice was placed in the *Star* on August 30, 2007, extending the public comment period once again until October 15, 2007, and announcing another public meeting to be held on October 4, 2007. This meeting was attended by eight residents and largely focused on issues regarding existing conditions at LYCR. Subsequently, the public comment period was extended one final time until November 14, 2007, in response to a request from the SWRCB Division of Water Rights. Public comment was closed on November 14, 2007. Sixteen comment letters were received, and responses to each were prepared and included in the Final EIR dated April 28, 2015.

The EIR provides a project-level analysis of the environmental impacts of the Project and supports all levels of approval necessary to implement the Project.

#### **4.0 The Record**

The record upon which all findings and determinations related to the Project are based includes the following:

- a. The EIR and all documents referenced in or relied upon by the EIR.

- b. All information (including written evidence and testimony) provided by or to City staff relating to the EIR, the proposed approvals for the Project, the Project, and alternatives to the Project.
- c. All information (including written evidence and testimony) presented at any and all public hearings related to the EIR and the Project, and all information incorporated into reports presented to any of the public bodies that conducted hearings on the EIR or the Project.
- d. The Mitigation Monitoring and Reporting Program for the Project.
- e. All other documents comprising the record pursuant to PRC §21167.6(e).

The Custodian of the documents and other materials that constitute the record of proceedings on which the City's decision is based is the City Clerk. Such documents and other materials are located at 1480 Main Street, St. Helena, California 95474.

### **5.0 Certification of the EIR**

In accordance with CEQA and the CEQA Guidelines, the City certifies that the EIR has been completed in compliance with CEQA and was presented to the City Council. The City has reviewed and considered the information contained in the record and the EIR prior to certifying the EIR and approving or recommending approval of any aspect of the Project. Preparation of the EIR was overseen by the City, and the conclusions and recommendations in the EIR represent the independent conclusions and recommendations of the City. By these findings, the City confirms and adopts the findings of the EIR as supplemented by these findings. Although the City recognizes that the EIR may contain clerical errors, the City bases its determination on the substance of the information in the EIR.

The City certifies that the EIR is adequate to support the approval of the Project, each alternative in the EIR, and variations on the range of alternatives evaluated in the EIR, each component of these alternatives, and any minor modifications to the Project or the alternatives. The EIR is adequate for each entitlement or approval, and any future discretionary approvals, required for construction and operation of the Project. The EIR is adequate to support the Project as approved and the additional mitigation measures and conditions of approval imposed by the City Council at the April 28, 2015, hearing on the Project. Other conditions and mitigation measures imposed by the City Council will enhance the social, economic, and environmental benefits of the Project and will not have any adverse physical impacts.

### **6.0 Absence of Significant New Information**

The City recognizes that the EIR incorporates information obtained and produced after the DEIR was completed, and that the EIR contains additions, clarifications, and modifications. The City has reviewed and considered the FEIR and all of this information. The FEIR does not add significant new information to the DEIR that would require recirculation of the EIR under CEQA. The new information added to the EIR does not involve a new significant environmental impact, a substantial increase in the severity of an environmental impact, or a feasible mitigation measure considerably different from others previously analyzed that would clearly

lessen the significant environmental impacts of the Project. No information indicates that the DEIR was inadequate or conclusory or that the public was deprived of a meaningful opportunity to review and comment on the DEIR.

Based on the above, the City finds that the changes and modifications made to the EIR after the DEIR was circulated for public review and comment do not individually or collectively constitute significant new information within the meaning of PPRC §21092.1 or CEQA Guidelines §15088.5.

## **7.0 Mitigation Monitoring and Reporting Plan**

PRC §21081.6 and CEQA Guidelines §15097 require the City to adopt a monitoring or reporting program to ensure that the mitigation measures for the Project identified in the EIR are implemented. The Mitigation Monitoring and Reporting Plan ("MMRP") is included in Exhibit B to the Resolution and is adopted by the City. The MMRP satisfies the requirements of CEQA.

The mitigation measures set forth in the MMRP are specific and enforceable. As appropriate, some mitigation measures define performance standards to ensure no significant environmental impacts will result. The MMRP adequately describes implementation procedures, monitoring responsibility, reporting actions, compliance schedule, and verification of compliance in order to ensure that the Project complies with the adopted mitigation measures. The MMRP ensures that the mitigation measures are in place, as appropriate, throughout the life of the Project.

The mitigation measures contained in the MMRP will not have new significant environmental impacts that were not analyzed in the EIR. In the event a mitigation measure recommended in the EIR has been inadvertently omitted from the MMRP, that mitigation measure is adopted and incorporated from the EIR into the MMRP by reference and adopted as part of the MMRP.

## **8.0 Findings of Fact (CEQA Guidelines §15091)**

In accordance with PRC §21081 and CEQA Guidelines §15091 and §15092, the City Council has considered each significant, adverse environmental impact identified in the EIR and adopts the findings and conclusions regarding impacts and mitigation measures that are set forth in the EIR. The findings contained herein do not repeat the full discussions of environmental impacts contained in the EIR; however, the City ratifies, adopts, and incorporates the analysis, explanation, findings, responses to comments, and conclusions of the EIR. Further, the City adopts the reasoning of the EIR, staff reports, and presentations provided by the staff as may be modified by these findings or the related Resolution(s).

### **8.1 Potentially Significant Impacts Mitigated to a Less-than-Significant Level**

Under PRC §21081(a)(1) and CEQA Guidelines §15091(a)(1) and §15092(b), and to the extent reflected in the EIR, the City finds that changes or alterations have been required in, or incorporated into, the Project that mitigate to a less-than-significant level or avoid the following potentially significant effects on the environment. The impacts discussed below in this section 8.1 are identified in the EIR as potentially significant impacts that could result from implementation of the Small Notch Alternative 2B, which the City determined is its preferred

and the environmentally superior alternative; however, changes or alterations have been incorporated into the project to avoid or substantially lessen the significant environmental effects.

### 8.1.1 Aesthetics

**Impact AES-NP1:** Aesthetic impacts may occur during project activities at the upper and lower reservoirs through removal of vegetation and use of heavy equipment. (Potentially significant and short-term)

**MM AES-NP1:<sup>6</sup>** Implement specific BMPs detailed in MMRP AES-NP1. Revegetate disturbed areas with native species. Work during daylight only to prevent impacts from light or glare; use construction BMPs.

Removal of riparian vegetation within the upper and lower reservoirs and disturbance from movement of materials by heavy equipment would occur during construction activities. Aesthetic impacts from maintenance would be avoided or mitigated through the imposition of MMRP AES-NP1:

- Avoidance of impacts to established vegetation along Spring Mountain Road through establishment of a buffer by a qualified biologist.
- Use of Best Management Practices (BMPs) to prevent “track-out” of material from the construction area to the paved public road including:
  - Equipment must be washed down before moving from the property onto a paved public road.
  - Visible track-out on the paved public road must be cleaned using wet sweeping or a HEPA filter equipped vacuum device within 24 hours.
- Revegetation with native species in disturbed areas to provide erosion control and aesthetically pleasing wildlife habitat.
- Avoidance of impacts from glare and/or light by working during daylight hours only.

*The City Council finds that the project activities, as mitigated, will have a less-than-significant impact on aesthetics from changes in riparian vegetation.*

**Impact AES-NP2:** Placement of materials removed from the upper reservoir may result in aesthetic impacts at the lower reservoir. (Potentially significant and short-term)

**MM AES-NP2:** Conduct all work under the supervision of a qualified professional with experience in native revegetation, wildlife habitat restoration, and erosion control and limit disturbance and revegetate with native species to cover sediment and blend in with existing vegetation as detailed in MMRP AES-NP2. Native vegetation will be installed in accordance with the *Lower York Creek Reservoir Revegetation and Mitigation Plan* (DEIR Appendix 2).

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<sup>6</sup> “MM” refers by number to the Mitigation Measures discussed in the DEIR.

Excavated sediment placed at LYCR may require that the water level be lowered, resulting in a temporary aesthetic impact because the banks of the reservoir and the placed sediment may be visible from above. Changes have been incorporated into the project to avoid or reduce these impacts to less than significant. Specifically, this impact will be mitigated through the imposition of Mitigation Measure AES-NP2, which calls for limiting disturbance to existing vegetation and revegetating with natives per the *Lower York Creek Reservoir Revegetation and Mitigation Plan*. *The City Council finds that project activities, as mitigated, will have a less-than-significant impact on aesthetics from placement of materials removed from the upper reservoir to LYCR.*

### 8.1.2 Air Quality

**Impact AIR-PA1:** Asbestos dust could be released into the air during removal of sediment or dam materials at the upper reservoir and during placement at reuse/disposition sites. (Potentially significant and short-term)

**MM AIR-PA1:** Implement detailed construction procedures and specific BMPs detailed in MMRP AIR-PA1.

Naturally occurring asbestos is present in the earthen upper dam, which was constructed using local serpentine soils that contain low levels of asbestos. Removal of the dam may release asbestos into the air. Dam material will be used as fill only in locations where it can be capped with clean fill suitable for surface applications to limit the release of asbestos into the environment. Airborne asbestos will be minimized by use of Bay Area Air Quality Management Board (BAAQMD) BMPs for construction projects in areas with serpentine soils. An Asbestos Dust Mitigation Application will be submitted to BAAQMD and approved prior to construction. *The City Council finds that the impact on air quality from asbestos dust to be less than significant as mitigated.*

**Impact AIR-NP2:** Hydrogen sulfide (H<sub>2</sub>S) gas may pose a threat to air quality if released during movement of sediment in the reservoir.

**MM AIR-NP2:** As required by MMRP AIR-NP2, equip at least one worker in each construction area with personal H<sub>2</sub>S monitoring devices. Follow OSHA construction safety protocols. If H<sub>2</sub>S levels exceed safety standards, work will stop until H<sub>2</sub>S dissipates.

Sediment collected in stagnant, moist areas, such as the upper reservoir, often contains hydrogen sulfide gas that forms during decomposition of organic matter in anaerobic conditions. However, it is unlikely that hydrogen sulfide levels would pose a threat to public safety given the open area and low density of housing in the vicinity. H<sub>2</sub>S dissipates quickly in the air and would likely pose the greatest threat to construction workers. To avoid impacts on construction worker health, at least one construction worker in each construction area will be equipped with a hydrogen sulfide monitoring device, and OSHA protocols will be followed for the safety of workers. If hydrogen sulfide readings exceed safe levels, work will be halted until it dissipates. *The City Council finds that the project, as mitigated, will have a less-than-significant impact on air quality from hydrogen sulfide.*

**Impact AIR-NP3:** Project activities could result in an increase in coarse particulate matter (PM10), small particulate matter (PM2.5), or ozone precursor emissions during sediment removal. (Potentially significant and short-term)

**MM-NP3:** Use BAAQMD Guidelines for PM10, PM2.5, and ozone precursor emission BMPs. Water active construction areas at least twice daily, and wet-sweep paved access roads and parking/staging areas daily. Cover trucks or require at least 2 feet of freeboard. Use BMPs detailed in MMRP AIR-NP3 to limit dust.

Short-term particulate matter (PM10 or PM2.5) or ozone precursor emissions would occur during sediment removal at UYCD from heavy equipment operations, including earthmoving and material sorting for transport off site. BAAQMD construction BMPs have been incorporated into the project to reduce PM10, PM2.5, and ozone precursor emissions to a less-than-significant level. *The City Council finds that the project, as mitigated, will have a less-than-significant impact on air quality from the emission of coarse (PM10) and small (PM2.5) particulate matter or ozone precursors during sediment removal.*

### 8.1.3 Biological Resources

**Impact BIO-PA1:** Construction activities could result in a short-term downstream sediment release.

**MM BIO-PA1:** Implement dewatering and species protection plan. Perform work during summer low-flow conditions in isolation from flowing water. Institute Erosion control measures during construction. Require preconstruction training and monitoring by a qualified biologist during project activities. Implement measures detailed in MMRP BIO-PA1.

Although one purpose of the Project is to prevent destructive, abrupt downstream sediment releases, construction activities could accidentally result in temporary, short-term downstream sediment releases. To ensure potential impacts on downstream aquatic species and all other sensitive biological resources are avoided or minimized, species protection and erosion control measures have been included in the Project. *The City Council finds that the Project, as mitigated, will have a less-than-significant construction impact on downstream biotic resources associated with the release of sediment.*

**Impact BIO-PA2:** Construction activities could result in direct disturbance, displacement, or mortality of aquatic species.

**MM BIO-PA2:** Implement dewatering and species protection plan. Perform work during low-flow conditions in isolation from flowing water. Sediment control measures in place during construction. Require preconstruction training and monitoring by a qualified biologist during Project activities. Implement measures detailed in MMRP BIO-PA2.

Implementation will require dewatering York Creek through the Project area and rerouting flow to maintain aquatic habitat downstream. Dewatering and other construction activities could result in direct disturbance, displacement, or mortality of aquatic species. Measures to avoid or reduce impacts on aquatic species have been included in the Project, including

working during low-flow conditions, crew training and construction monitoring by a qualified biologist, and erosion control during construction. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact through direct disturbance, displacement, or mortality on aquatic species.*

**Impact BIO-PA3:** Construction activities could result in incidental take of California red-legged frog (*Rana draytonii*), foothill yellow-legged frog (*R. boylei*), and northern western pond turtle (*Actinemys marmorata*).

**MM BIO-PA3:** Require preconstruction survey, crew training, and monitoring by a qualified biologist during Project activities. Implement measures detailed in MMRP BIO-PA3.

Construction activities may result in incidental take of California red-legged frog, foothill yellow-legged frog, or northern western pond turtle through direct disturbance, mortality, or habitat modification. In the long-term, habitat conditions are likely to improve through restoration of the natural stream channel in York Creek at the upper reservoir and restoration or creation of wetland habitat at the lower reservoir if impacts from materials placement occur there. To avoid impacts on frogs and turtles during construction, measures have been included in the Project to avoid or reduce impacts including preconstruction survey, crew training, and frequent construction monitoring by a qualified biologist as well as limiting timing on earthwork to the dry season and dewatering remaining flow before working. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact through incidental take of native frogs and turtles and, in the long term, will result in beneficial effects through improved habitat conditions.*

**Impact BIO-PA4:** Construction activities could result in direct disturbance, displacement, or mortality of special-status and common bat species. (Potentially significant and short-term)

**MM BIO-PA4:** Preconstruction survey. Require preconstruction training and monitoring by a qualified biologist during Project activities. Implement measures detailed in MMRP BIO-PA4.

Construction activities may result in disturbance, displacement, or mortality of special-status and common bat species as a result of vegetation removal. Two special-status bat species, pallid bat and Townsend's big-eared bat, have low to moderate potential to occur within the Project area, and additional bat species may utilize the site for foraging and roosting as well. Direct impacts (i.e., removal of trees supporting roosts) would adversely affect any of these bat species and be considered significant. Construction activities are not likely to disrupt the foraging behavior of bats as they are mostly nocturnal, and work will be restricted to daylight hours. To avoid impacts on special-status and common bat species during construction, measures have been included in the Project to avoid or reduce impacts including preconstruction survey, crew training, and frequent construction monitoring by a qualified biologist and limiting work to daytime hours. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact through direct disturbance, displacement, or mortality of special-status and common bat species.*

**Impact BIO-PA5:** Maintenance dredging or construction activities could result in both direct and indirect impacts on nesting birds as a result of nest destruction, mortality, or disturbance. (Potentially significant and short-term)

**MM BIO-PA5:** Preconstruction survey. Buffer areas established for active nests. Monitoring by a qualified biologist during Project activities. Implement measures detailed in MMRP BIO-PA5.

To facilitate construction activities, removal of established vegetation within the upper reservoir and along access routes, and possibly at the lower reservoir would need to occur, which could result in direct effects on breeding birds and their offspring. Indirect impacts may occur as a result of increased human presence and noise. To avoid adverse effects on bird nesting activities, a qualified biologist will establish appropriate buffers, and nesting areas will be avoided. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact on nesting birds as a result of nest destruction, mortality, or disturbance.*

**Impact BIO-PA7:** Disposal of materials at LYCR and alteration of York Creek could result in the disturbance/loss of jurisdictional wetlands or other waters of the U.S.

**MM BIO-PA7:** Implement wetland mitigation as required by MMRP BIO-PA7, including creation, restoration, or enhancement of habitat and a 5-year monitoring program to ensure success.

Jurisdictional wetlands were identified at LYCR, and York Creek is a perennial stream that is considered an "other water of the U.S." under the federal Clean Water Act (CWA). These areas are subject to the jurisdiction of the Corps Regulatory Branch under Section 404 of the CWA, the San Francisco Bay RWQCB under Section 401, and CDFG under Section 1600 of the California Fish and Game Code. Filling or altering jurisdictional wetlands or other waters would result in a significant impact without mitigation. The City will compensate for the loss of jurisdictional wetlands or other waters of the U.S. at a ratio of 1:1 (or as agreed upon by the permitting agencies) within the Project site. The restoration effort will require implementation of a 5-year monitoring program with performance standards, including, but not limited to, establishing 80% survival rate of restoration plantings, absence of invasive plant species, absence of erosion features, and presence of a functioning, self-sustainable wetland system. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact through disposal of materials at LYCR and alteration of York Creek in jurisdictional wetlands and other waters of the U.S.*

**Impact BIO-PA8:** Construction activities could result in damage or mortality of special-status plant species if they are present in the Project area. (Potentially significant and short-term)

**MM BIO-PA8:** To reduce the potential for impacts to special-status plants during construction, the City of St. Helena shall implement the measures outlined in MMRP BIO-PA8.

Long-term habitat quality in portions of the Project area, primarily the Upper York Creek Reservoir, is anticipated to improve over existing conditions as a result of the proposed Project, enhancing habitat opportunities for special-status plant species, particularly those requiring wetland and riparian habitats. However, construction will result in significant ground disturbance and vegetation removal in the Project area, which could result in damage or mortality of special-status plant species if they occur in the Project area. No special-status plant species were observed during surveys conducted in June 2006 and spring 2007. To ensure that special-status plants have not colonized the area between Project planning and Project implementation, a preconstruction plant survey will be conducted in spring of the first year of construction. If special-status plants are found during the survey, mitigation measures such as seed collection and propagation will be implemented to reduce or eliminate impacts to the species. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact on special-status plants present in the Project area and, in the long term, will result in beneficial effects through improved habitat conditions.*

**Impact BIO-PA9:** Native wetland and riparian vegetation around the upper and lower reservoirs would be impacted during construction, resulting in a temporary loss of habitat and increasing the likelihood of establishment of invasive non-native, disturbance-adapted plant species, which could inhibit native vegetation establishment and cause a permanent loss of biotic functions and values. (Potentially significant and short-term)

**MM BIO-PA9:** Develop and implement a revegetation and habitat enhancement plan as part of the final Project design. This will include planting and habitat enhancement guidelines, maintenance/ establishment period maintenance and monitoring guidelines, success criteria, and schedule. Implement measures detailed in MMRP BIO-PA9.

Construction will result in ground disturbance that may include removal of wetland and riparian vegetation around both the upper and lower reservoirs. Such actions are potentially subject to regulatory jurisdiction by the Corps, SFBWQCB, and CDFG. Although native species diversity at the upper and lower reservoirs will improve in the long term as a result of the proposed Project, vegetation removal may result in a temporary loss of biotic functions and values. In addition, decreased ground shade and exposure of bare soil may provide recruitment opportunities for nonnative, disturbance-adapted plant species. Measures have been included in the Project to avoid or reduce impacts on native wetland and riparian vegetation and the potential for establishment of invasive nonnative species by implementing revegetation and invasive-control plans, using local nursery stock or willow cuttings from on-site, and obtaining only certified weed-free material. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact on native vegetation and biotic functions and values through temporary loss of habitat or an increase in the likelihood of establishment of invasive non-native, disturbance-adapted plant species.*

#### **8.1.4 Geology, Soils, Landslides, and Seismic Activity**

**Impact GEO-PA1:** Potential for Project to expose people, property, or sensitive natural resources to substantial adverse effects involving slope failure due to alteration of the dam at the toe of a landslide. (Potentially significant)

**MM GEO-PA1:** As required by MMRP GEO-PA1, perform work under the direction of the Project geotechnical engineer. Fill existing spillway; install 2 rows of soil anchors and subdrains. Monitoring during construction for slope stability and possible defects; use of supplemental stabilization measures if needed.

A landslide may be triggered by loss of lateral and vertical support due to removal of the dam embankment. There is an existing landslide under Spring Mountain Road adjacent to the dam that is being monitored with slope inclinometers and piezometers. On the northeast side of Spring Mountain Road, welded tuff (Sonoma Volcanics) and serpentinite are clearly visible in the materials exposed by a recent landslide. Treadwell & Rollo (2003) reported that Spring Mountain Road consists of 6-inch thick asphalt pavement and 24-inch thick compacted road base, and it appears to have been built on a surface cut into the native serpentine bedrock material. Serpentinite is notorious for relaxing or rebounding, leading to diminished intact shear strength when unloaded, which may lead to landslides. To avoid this impact, alternatives not allowing for slope stability (full dam removal) were removed from consideration and slope stabilization measures have been included into the notch alternative. Geotechnical engineering observation during construction will be performed to ensure mitigation measures are effective. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact on landslide potential expose people, property, or sensitive natural resources to substantial adverse effects involving slope failure due to alteration of the dam at the toe of a landslide.*

#### **8.1.5 Global Climate Change**

**Impact GCC-PA1:** Action alternatives would generate carbon dioxide (CO<sub>2</sub>) over the short term. (Potentially cumulatively significant and short-term)

**MM GCC-PA1:** Implement the *Lower York Creek Reservoir Revegetation and Mitigation Plan* to reduce CO<sub>2</sub> output to negative levels. Achieve success criteria per MMRP GCC-PA1.

The Project would generate approximately 55 metric tons of CO<sub>2</sub> and other greenhouse gases as described in the construction emissions discussion in the EIR. Mitigation measures MMRP GCC-PA1 will sequester carbon dioxide and other GHGs through planting native trees and shrubs. By 2020, carbon storage by the mitigation plantings will be 65 metric tons CO<sub>2</sub> equivalent. Since this is more than total project CO<sub>2</sub> emissions, the Project will be a carbon sink rather than a carbon source. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact on global climate change through generation of (CO<sub>2</sub>) over the short term and, in the long term, will provide beneficial effects.*

#### 8.1.6 Hazardous Materials

**Impact HAZ-NP1:** Potential for exposure of construction workers to unsafe levels of H<sub>2</sub>S. (Potentially significant)

**MM HAZ-NP1:** Equip at least one worker in each construction area with personal H<sub>2</sub>S monitoring device. Follow OSHA safety protocols. If H<sub>2</sub>S levels exceed safety standards, work will stop until H<sub>2</sub>S dissipates. See details in MMRP HAZ-NP1.

H<sub>2</sub>S pockets may be opened during sediment excavation, leading to unsafe exposure of construction workers. The amount of hydrogen sulfide being released would vary because it is not uniformly distributed through the sediments. It is not anticipated that levels would be high enough to generate more than nuisance odor; however, since the level of H<sub>2</sub>S is unknown until construction takes place, the measures will be implemented to ensure construction worker safety and compliance with OSHA protocols and standards. *The City Council finds that the Project, as mitigated, will not have a significant impact on worker health and safety through potential exposure of construction workers to unsafe levels of H<sub>2</sub>S.*

**Impact HAZ-NP2:** Potential for standard toxics associated with construction vehicle operation to be released into the environment. (Potentially significant and short-term)

**MM HAZ-NP2:** Follow detailed construction procedures and specific BMPs for spill prevention contained in MMRP HAZ-NP2.

Construction activities in riparian zones may result in water contamination from vehicle leaks and fluid spills. BMPs, particularly those required by CDFG and the San Francisco Bay RWQCB as part of their permits, have proven effective at preventing water contamination. To avoid or reduce water quality risks from construction, standard BMPs for construction in sensitive aquatic habitats are included into the Project. *The City Council finds that the Project, as mitigated, will not have a significant impact on water quality through use of construction vehicles.*

**Impact HAZ-PA1:** Asbestos may become airborne through earthmoving activities during dam removal creating a health hazard for construction workers. (Potentially significant and short-term)

**MM HAZ-PA1:** Follow detailed construction procedures and specific BMPs for dust control contained in MMRP HAZ-PA1.

Asbestos, from naturally occurring local serpentine, may become airborne during the removal of materials from the dam. Areas with serpentine soils have somewhat elevated asbestos levels in general. It is unlikely that the Project would generate sufficient asbestos to have health impacts on the surrounding region. However, if airborne asbestos is sufficiently high at the upper reservoir site, deleterious health impacts on the construction workers may occur. In order to protect the health of construction workers, in accordance with OSHA regulations and guidance, measures have been included in the Project to reduce and monitor work exposure. *The City Council finds that the Project, as mitigated, will have a less-than-significant impact*

*on construction worker health through airborne asbestos generated by earthmoving activities during dam removal.*

#### **8.1.7 Hydrology and Hydraulics**

**Impact H&H-PA2:** Construction activities may lead to streambank erosion within the Project site. (Potentially significant and short-term)

**MM H&H-PA2:** Under the direction of the Project's geotechnical or civil engineers, install erosion control measures and extensive riparian revegetation. See also, BIO-NP4 above.

Removal of reservoir sediment and dam material would expose 2,000 linear feet of streambank during construction. Measures to control erosion during construction include standard construction BMPs that are known to be effective in restricting erosion, such as silt fencing, coir rolls, straw bales, and covering of loose soil in the event of rain. Mitigation measures to avoid post-project streambank erosion are provided in the Civil Design Appendix of the *Final Draft Project Report* (Corps 2006a) and include seeding and mulching, rock and biotechnical bank protection to the 100-year flow elevation, and extensive revegetation with native riparian species. *The City Council finds that the Project, as mitigated, will not result in significant streambank erosion due to construction activities.*

#### **8.1.8 Transportation and Traffic**

**Impact TRA-NP1:** Trucks entering and leaving Spring Mountain Road may cause traffic delays. (Potentially significant and short-term)

**MM TRA-NP1:** As required by MMRP TRA-NP1, contractors will provide traffic control plan using standard Caltrans protocols, including flaggers. Emergency vehicles will be given priority.

No construction will occur on Spring Mountain Road. However, construction trucks entering and leaving Spring Mountain Road would cause traffic delays. Based on experience from City maintenance operations at the upper reservoir during the late summer and early fall of 2006, each delay would be about one minute. In order to minimize potential impacts on traffic flow, the contractor will provide a traffic control plan using standard Caltrans protocols. The plan will incorporate one or more flaggers for trucks entering and leaving the Project sites. Flaggers will give emergency vehicles priority so that even when traffic is stopped, emergency vehicles will not be detained. *The City Council finds that the Project, as mitigated, will not result in significant impacts on traffic flow from trucks entering and leaving Spring Mountain Road.*

**Impact TRA-PA2:** The Project could generate peak hour traffic to roads that exceed acceptable level of service (LOS). (Potentially significant and short-term)

**MM TRA-PA2:** As required by MMRP TRA-PA2, construction truck traffic on Highway 128 will be limited to 9 am to 3 pm to avoid contributing to peak hour traffic.

The Project may generate peak hour traffic on roads that exceed an acceptable level of service (LOS). Existing road segments with unacceptable LOS during peak hours are Highway 29 in the segment north of Bale Avenue and Main Street/Highway 128/Highway 29 through St. Helena. To minimize impacts, trucks will turn off Highway 29 before reaching Bale Avenue. However, the Project could impact Main Street/ Highway 128/Highway 29 that is currently operating at LOS E-F during peak hours. In off-peak hours, this stretch of road operates within capacity, and the addition of project trucks would not change the LOS. However, at peak hours, project trucks may make an already bad situation worse. In order to avoid traffic impacts during peak hours, truck traffic will be limited to 9 a.m. to 3 p.m. daily. *The City Council finds that the construction truck traffic, as mitigated, will not have a significant impact on traffic exceeding an acceptable LOS on Highway 128.*

#### 8.1.9 Water Quality

**Impact WQ-NP1:** Water quality in York Creek could be degraded during Project maintenance or construction activities and result in adverse effects to downstream aquatic life. (Potentially significant and short-term)

**MM WQ-NP1:** The Basin Plan standards will be used as a guideline for monitoring and compliance unless more stringent permit conditions are imposed. Monitoring is required upstream and downstream of the Project area at least once daily during any activity that could impact water quality. Implement measures detailed in MMRP WQ-NP1.

Temperature, pH, and dissolved oxygen levels may be altered from normal background levels during construction activities. The Project has no components that would affect bacteria, biostimulatory substances, or unionized ammonia. Adverse effects from oil, grease, or turbidity may occur from construction equipment working within the bed and bank of York Creek or at the lower reservoir. Impacts will be avoided or minimized by use of BMPs for vehicle maintenance and erosion control in sensitive areas. Monitoring will occur upstream and downstream of the Project site at least daily during all stages of construction with the potential to impact water quality. *The City Council finds that the Project, as mitigated, will not have a significant effect on water quality influencing aquatic life or habitat.*

**Impact WQ-NP2:** Project activities could result in increased turbidity that adversely affects water quality downstream of the dam to the Napa River. (Potentially significant and short-term)

**MM WQ-NP2:** As required by MMRP WQ-NP2, a Stormwater Pollution Prevention Plan (SWPPP) outlining erosion control and basic construction BMPs will be prepared and adhered to on the construction site to limit the potential for

sediment release. Adhere to the Basin Plan, SWPPP, and dewatering and species protection plan. Turbidity will be measured upstream and downstream of the Project site at least daily during all stages of implementation with potential to affect water quality.

Project activities may result in increased turbidity that adversely affects water quality downstream of the dam. Maintenance or construction activities will be completed during the dry months and with the reservoir dewatered to limit the potential for a sediment release. Stormwater protection measures are included in the Project to prevent adverse impacts on water quality from turbidity including preparation of a Storm Water Pollution Prevention Plan (SWPPP) outlining erosion control and basic construction BMPs and turbidity monitoring. Turbidity will be in compliance with the Basin Plan, SWPPP, and permit conditions. Turbidity will be measured upstream and downstream of the Project site at least daily during all stages of Project activities with the potential to impact turbidity. *The City Council finds that the Project, as mitigated, will not have a significant effect on water quality downstream of the dam to the Napa River.*

**Impact WQ-NP4:** H<sub>2</sub>S could be released into York Creek from an accidental spill during sediment removal. (Potentially significant and short-term)

**MM WQ-NP4:** As required by MMRP WQ-NP4, H<sub>2</sub>S levels will be monitored to ensure they do not exceed background upstream of the construction area. If levels are exceeded, work will be halted until measurements return to background levels. Monitoring is required upstream and downstream of the Project area at least once daily during any activity that could result in the release of H<sub>2</sub>S.

H<sub>2</sub>S may be released into York Creek from an accidental spill during sediment removal. At low flows, high levels of hydrogen sulfide in the water would be deadly for aquatic life in downstream pools. Monitoring will occur upstream and downstream of the Project site at least daily during all stages of construction activities with the potential to impact water quality to ensure that background levels of H<sub>2</sub>S are not exceeded. *The City Council finds that mitigation measures required by MMRP WQ-NP4, incorporated into the Project as mitigation, will avoid adverse effects from accidental discharges of H<sub>2</sub>S, rendering the impact less than significant.*

## **8.2 Potentially Significant Impacts that Cannot be Mitigated to a Less-than-Significant Level**

Under PRC §21081 and CEQA Guidelines §15091 and §15092, the City determines that, with regard to the Preferred Small Notch Alternative 2B, the following impacts discussed below in Section 8.2, and as reflected in the EIR, are unavoidable and are acceptable due to the overriding considerations described below in Section 9: Findings regarding Project Alternatives.

### **8.2.1 Aesthetics**

**Impact AES-NP4:** Placement of materials along the shore of the lower reservoir may result in a change in water surface area as viewed from above. (Significant and unavoidable)

**MM AES-NP4:** As required by MMRP AES-NP4, native vegetation to be installed in accordance with the *Lower York Creek Reservoir Revegetation and Mitigation Plan*, Appendix 2 to the DEIR.

Placement of materials along the shore of Lower York Creek Reservoir (LYCR) may have a significant impact due to changes in water surface area as viewed from above. The City investigated several options for materials disposal, including the adjacent Spring Mountain Vineyard, Clover Flat landfill, Fulton Lane and other flood-prone zones, and local purveyors of gravel. If placement at other sites is not available and materials are placed along the shore of the lower reservoir, it is estimated that the total potential reduction of the lower reservoir's water surface area would be between 2% and 6%. Although changes or alterations have been incorporated into the Project to reduce impacts (revegetation with native riparian and wetland vegetation), individual neighbors may consider the change in vista a significant adverse impact. *Therefore, the changes or alterations incorporated into the Project to avoid or substantially lessen the environmental effect may not be sufficient to render the effect less than significant; therefore, the City Council finds this impact significant and unavoidable.*

### 8.2.2 Cultural Resources

**Impact CUL-PA1:** Removal of the of the Upper St. Helena Dam and associated structures would have a significant adverse impact on the historic feeling, design, and association of a resource considered eligible for listing in the National Register of Historic Places (NRHP) and the California Register of Historic Resources. (Significant, long-term, and unavoidable)

**MM CUL-PA1:** As required by MMRP CUL-PA1, graphic and written documentation of dam's significance will be posted on City's website and displayed in a City building.

UYCD is deemed a unique historic resource, significant for its role in the development of the City of St. Helena and the wine industry in the Napa Valley; therefore, removal or alteration of the dam would be a significant impact. The City will preserve information about this historic property by creating a record of the dam using photo documentation, drawings, and written data. Materials will be used to create interpretative displays on the City's website and in a public facility within the City. However, no feasible alternatives were identified that met the Project objectives to remove the dam, re-create aquatic habitat connectivity, and implement habitat restoration as required by state and federal regulators without altering the dam. *Due to specific legal considerations discussed above in Section 2.3.4, the City is required to remove or alter the dam to allow for aquatic access; therefore, the City Council finds that the impact on the historical resource is significant and unavoidable.*

### 8.2.3 Hydrology and Hydraulics

**Impact H&H-PA1:** Sediment aggradation in lower York Creek may increase frequency and severity of existing flooding conditions. (Significant and unavoidable)

**MM H&H-PA1:** As required by MMRP H&H-PA1, the City will implement a channel monitoring program and causative factors analysis, and management

**plan to remove accumulated sediment that impinges pre-project flow capacity, increase channel capacity, and promote sediment transport.**

Under existing pre-project hydraulic conditions in lower York Creek downstream of Highway 29, the channel form is conducive to sediment deposition in some reaches. Modeling results to predict post-project conditions are not definitive, but the Project may exacerbate flooding in lower York Creek due to intermittent sediment deposition. The City has included monitoring and sediment management practices as mitigation measures in the Project to avoid this impact; however, circumstances may occur in which management practices cannot be implemented in a timely manner (i.e., during winter flows), and temporary, localized changes in existing flood heights and locations may occur. *The changes or alterations incorporated into the Project to avoid or substantially lessen the environmental effect may not be sufficient to render the effect less than significant. However, due to specific legal considerations discussed above in Section 2.3.4, the City is required to remove or alter the dam to allow for aquatic access; therefore, the City Council finds that Impact H&H-PA1 is significant and unavoidable.*

#### **8.2.4 Noise**

**Impact NOI-NP2:** Construction activities would temporarily increase noise at the dam and disposal sites. (Significant, short-term, and unavoidable)

**MM NOI-NP2:** As required by MMRP NOI-NP2, work will occur during daylight hours, and efforts will be made to efficiently schedule construction activities to limit impacts on neighbors.

Project activities would result in temporarily increased noise levels at the UYCD and LYCR. Construction would occur over several months during the summer or early fall and would generate levels around 80-85 decibels. Construction activity will be temporary; however, the City Council finds that the Project may generate significant temporary impacts from noise. No alternatives were identified that would reduce the impact to less than significant because the No Project Alternative would also require use of heavy equipment and trucking. Project scheduling will be used to limit impacts, but noise will still occur. *The changes or alterations incorporated into the Project to avoid or substantially lessen the environmental effect may not be sufficient to render the effect less than significant. However, potential disturbance from an increase in noise would occur under all Project alternatives, including No Project, which would require on-going maintenance of the reservoir's sediment storage capacity. Therefore, the City Council finds that Impact NOI-NP2 is significant and unavoidable.*

### **9.0 Findings regarding Project Alternatives**

As detailed in Sections 2.3 and 2.4 above, the City finds and determines that the Small Notch Alternative 2B is its preferred and environmentally superior alternative. As discussed in Section 2.4 above, the Preferred Small Notch Alternative 2B will meet all of the Project objectives in the most cost-effective manner. It will restore the ecological connectivity between habitats above and below the dam, allow for natural sediment transport, and provide the highest level of slope stability at the lowest cost. Beneficial environmental effects of the Preferred Small Notch Alternative 2B include restored access to 1.5 miles of high quality habitat for steelhead trout; restored habitat connectivity and unimpeded migration for aquatic and terrestrial organisms;

2.0 acres of restored riparian revegetation; elimination of the threat of harmful low-flow fine sediment releases; reestablished natural sediment transport processes to improve in-stream habitat in York Creek and the Napa River; and impacts on biological resources, aesthetics, noise, traffic, and air quality from on-going reservoir maintenance activities would be eliminated. Legal and economic benefits of Alternative 2B include removal of the NOAA's National Marine Fisheries annual assessment, as well as on-going costs for maintaining the sediment storage capacity of the upper reservoir.

The City finds that specific economic, social, environmental, technological, legal or other considerations make infeasible the other alternatives to the Project and justify approval of the Small Notch Alternative 2B as the Project despite remaining impacts, as more fully discussed in the Statement of Overriding Considerations below. The four potentially feasible alternatives analyzed in the EIR represent a reasonable range of potentially feasible alternatives that reduce one or more significant impacts of the Project. These alternatives include the No Project Alternative, Full Dam Removal Alternative 1, Preferred Small Notch Alternative 2B, and Fish Ladder Alternative 3.

Under the No Project Alternative, UYCD would not be altered from its current configuration, fish passage and habitat connectivity would not be restored, and no ecosystem restoration measures would be implemented. Regular maintenance dredging of the reservoir would still be required to offset the continued deposition of sediment behind the dam and to prevent potential harmful releases. Annual assessments of \$70 per day by NOAA's National Marine Fisheries Service would continue. Accordingly, based on the following economic, social, environmental, technological and legal considerations, the City rejects the No Project Alternative as infeasible. Specifically, (a) the No Project Alternative would not attain any of the Project objectives; (b) UYCD would continue to prevent passage for listed steelhead; (c) sediments in the reservoir would continue to accumulate, thus requiring on-going maintenance, and would continue to pose the threat of unplanned, catastrophic releases; (d) sediment transport to York Creek and the Napa River would continue to be blocked; (e) ecosystem restoration and planting of native species would not occur; (f) on-going funding for both maintenance of the reservoir and the annual assessment by NOAA's National Marine Fisheries Service would be required; and (g) additional regulatory sanctions would likely occur as a consequence of the barrier to habitat for a species listed as threatened under the federal Endangered Species Act.

Under the Full Dam Removal Alternative 1, UYCD and the adjacent spillway would be removed completely, and heightened slope stability measures would be required for Spring Mountain Road and the adjacent landslide. A constructed, "natural" channel with a 1.5-foot floodplain would be established through the dam area, although plantings within the floodplain's supporting rock would likely render the floodplain unusable. Restoration of 2.0 acres of riparian habitat would occur through planting of native species. Construction costs would exceed those of the Small Notch Alternative 2B by more than \$750,000 (Corps 2006). Accordingly, based on the following economic, social, environmental and technological considerations, the City rejects the Full Dam Removal Alternative 1 as infeasible because (a) it would not have the level of protection for the stability of Spring Mountain Road that the Small

Notch Alternative 2B would provide, and (b) it is less cost-effective than the preferred alternative without providing any additional ecological benefits.

The Fish Ladder Alternative 3 would involve construction of a concrete step-pool/weir fish ladder cut through a notch over the dam, a reconstructed natural channel upstream of the ladder through the former reservoir, and restoration of 2 acres of riparian habitat. The Corps estimated that the Fish Ladder Alternative would be 65-95% effective for adult steelhead passage but would not provide passage for juveniles under most conditions. In addition, the fish ladder would not provide full sediment transport and is expected to clog with sediment and debris 4 to 7 times each winter, thereby further restricting steelhead passage (Corps 2006). Accordingly, based on the following economic, environmental and technological considerations, the City rejects The Fish Ladder Alternative 3 as infeasible. Specifically, the Fish Ladder Alternative 3 would: (a) not meet all of the Project objectives; (b) not completely remove the barrier to steelhead passage, (c) not allow for natural sediment transport, (d) clog during storm events and require regular, costly maintenance to function properly, and (e) allow sediment to continue to accumulate in the upper reservoir, which would require on-going, costly sediment removal and threats of harmful sediment releases and further or increased regulatory penalties.

#### **10.0 Statement of Overriding Considerations (CEQA Guidelines §15093)**

The St. Helena City Council has weighed the adverse effects of the Project's Small Notch Alternative (Alternative 2B) against the potential benefits and finds that the intended objectives and beneficial effects of the proposed Project's Small Notch Alternative outweigh the adverse, unavoidable impacts. The City finds that each of the specific economic, legal, social, technological, environmental, and other considerations described below and the benefits of the Project summarized below independently outweigh the remaining significant adverse impacts of the Project's Small Notch Alternative and are overriding considerations independently warranting approval of the Project. The remaining significant adverse impacts are acceptable in light of each of these overriding considerations, and the City commits to mitigating them to the extent feasible as described in the MMRP.

Modification of UYCD will involve 4 significant, unavoidable, adverse impacts, as shown in the administrative record. The Project will:

- Change the surface area of the LYCR, altering the view from adjacent roads. The City is committed to restoration of LYCR; see DEIR Appendix 2 and MMRP AES-NP2.
- Change the historic feeling, design, and association of a historic resource – specifically the dam itself. The City is committed to preserve physical information about the historic property; see CUL-PA1
- Alter sediment transport to lower York Creek, potentially increasing the frequency and severity of flooding. The City is committed to a monitoring program and to maintain or improve channel capacity and sediment transport; see MMRP H&H-PA1
- Result in a temporary, short-term increase in noise at the dam and disposal sites. The City is committed to minimize impacts; see MMRP NOI-NP2.

Although Project implementation would result in significant and unavoidable impacts, the City is required by NOAA's National Marine Fisheries Service to remove or alter the dam and by the California Department of Fish & Wildlife to ensure that no adverse environmental effects occur during maintenance that may adversely affect listed and other aquatic species,. Habitat restoration and improved habitat connectivity will benefit multiple aquatic and terrestrial species, including steelhead trout that are listed under the federal Endangered Species Act as threatened with loss of habitat and threats to their current range. Improved sediment transport in York Creek is also a step toward restoring health to the Napa River, which is sediment starved at the confluence with York Creek.

The Project will create 5 intended benefits. It will:

- Improve fish passage and habitat connectivity to 1.5 miles of upstream habitat.
- Reduce potential for future downstream habitat degradation and fish kills.
- Restore 2 acres of degraded riparian and aquatic habitat.
- Re-establish sediment transport processes in York Creek.
- Eliminate annual costs for reservoir capacity maintenance and a NMFS assessment for blocking steelhead migration.

The Project will also result in incidental beneficial effects, including:

- Long-term improvements to aesthetics at the UYCD from riparian restoration.
- Long-term improvements to aesthetics at the LYCR from wetland restoration.
- Reduction of the City's contribution to global climate change over the long term by sequestration of greenhouse gases through plantings of native wetland, riparian, and upland species.

*Exhibit B*

**Mitigation Monitoring and Reporting Plan**  
**Upper York Creek Ecosystem Restoration Project**  
(State Clearinghouse No. 2006092096)



*A Project of the*  
**City of St. Helena, Napa County, California**  
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St. Helena, CA 94574  
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**April 28, 2015**

## INTRODUCTION

California Public Resources Code §21081.6 requires a lead or responsible agency to adopt a mitigation monitoring and reporting plan (MMRP) when approving or carrying out a project. The purpose of the MMRP is to ensure that measures identified in the Environmental Impact Report (EIR) to avoid or reduce potential adverse environmental impacts are successfully implemented. This MMRP lists each potential impact and mitigation measure, describes the methods for implementation and verification, and identifies the responsible party(ies).

## PROJECT LOCATION

The proposed project is located on the western edge of the Napa Valley near the City of St. Helena. The Napa River runs north to south on the east side of the City, and several of its tributaries flow through the City eastward from the hills of the Mayacmas Mountains. The primary project site is on York Creek, which is one of those tributaries. The project will take place at the Upper York Creek Dam (UYCD). The project area also includes three ancillary sites under consideration for reuse or disposal of materials removed during project activities: an adjacent private vineyard, the Lower York Creek Reservoir (LYCR), and Clover Flat landfill.

## PROJECT GOALS AND OBJECTIVES

- **Improved fish passage and habitat connectivity.** The project will provide access to 1.5 miles<sup>1</sup> of spawning and rearing habitat for steelhead trout and habitat connectivity for both anadromous and resident fish and other aquatic and riparian species.
- **Reduced potential for future downstream habitat degradation and fish kills.** The project will prevent potentially detrimental sediment releases during summer low-flow conditions that have caused fish and aquatic organism kills in the past. It will provide a permanent solution to prevent short-term aquatic habitat impairment associated with possible dam breach/failure.
- **Restored aquatic and riparian habitat.** The project will restore approximately 3 acres of degraded riparian and aquatic habitat within the existing UYCD area. Restoration of natural sediment transport processes will occur through the project site, with potential habitat improvements occurring in downstream reaches of York Creek and the Napa River. Disturbed areas in the project site will be revegetated with a palette of multistory native plants to provide diverse habitats for aquatic, riparian, and terrestrial species.

## ACRONYMS USED IN THE MMRP

|                   |                                                                               |
|-------------------|-------------------------------------------------------------------------------|
| BAAQMD            | Bay Area Air Quality Management District                                      |
| BMPs              | Best Management Practices                                                     |
| CDFG <sup>2</sup> | California Department of Fish & Game, now the Calif. Dept. of Fish & Wildlife |
| CO <sub>2</sub>   | Carbon dioxide                                                                |
| CRLF              | California red-legged frog                                                    |
| FYLF              | Foothill yellow-legged frog                                                   |

<sup>1</sup> When the DEIR was published, the length of channel to be made available by removal of UYCD was calculated at 1.7 miles; subsequent investigation has confirmed that only 1.5 miles will become available due to another natural barrier farther upstream.

<sup>2</sup> The acronym "CDFG" is used in the Final EIR and MMRP to avoid confusion when referencing historic documents. The change in name to California Department of Fish & Wildlife (CDFW) became effective January 1, 2013.

|                  |                                          |
|------------------|------------------------------------------|
| H <sub>2</sub> S | Hydrogen sulfide                         |
| LYCR             | Lower York Creek Reservoir               |
| NMFS             | NOAA's National Marine Fisheries Service |
| SWPPP            | Storm Water Pollution Prevention Plan    |
| UYCD             | Upper York Creek Dam and Reservoir       |
| USFWS            | U.S. Fish & Wildlife Service             |

| Impact                                                                                                  | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Who & When <sup>3</sup>           | Success Criteria                                                                                                                                                                                                                               | Reporting                                                                                                                                   |
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| <b>Aesthetics</b>                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                   |                                                                                                                                                                                                                                                |                                                                                                                                             |
| AES-NP1:<br>Aesthetic impacts at UYCD and LYCR due to removal of vegetation and use of heavy equipment. | <p>The contractor will:</p> <ul style="list-style-type: none"> <li>Establish a buffer, defined by a qualified biologist, to protect established vegetation along Spring Mountain Road.</li> <li>Use Best Management Practices (BMPs) to prevent "track-out" of material from the construction area to the paved public road including: <ul style="list-style-type: none"> <li>Clean visible track-out on the paved public road using wet sweeping or a HEPA filter equipped vacuum device within 24 hours.</li> </ul> </li> <li>Revegetate with native species in disturbed areas to provide erosion control and aesthetically pleasing wildlife habitat.</li> <li>Work during daylight hours only to prevent impacts from light/glare.</li> </ul> | Contractor<br>During construction | <p>Dust control will be considered effective if 90% or more of dust track-out checks required by the Storm Water Pollution Prevention Plan (SWPPP) are clean.</p> <p>Revegetation success will be evaluated as described in AES-NP4 below.</p> | <p>BMPs recorded in on-site SWPPP binder</p>                                                                                                |
| AES-NP2:<br>Aesthetic impacts at LYCR from placement of materials from UYCD.                            | <p>In order to minimize visual impacts during placement of materials at LYCR, the City of St. Helena will:</p> <ul style="list-style-type: none"> <li>Limit disturbance to existing vegetation and revegetate with native species that will cover the surface of the sediment and blend in with existing vegetation.</li> <li>Conduct all work under the supervision of a <i>qualified</i> professional with experience in native revegetation, wildlife habitat restoration, and erosion control.</li> <li>Native vegetation will be installed in accordance with the <i>Lower York Creek Reservoir Revegetation and Mitigation Plan</i>.</li> </ul>                                                                                              | Contractor<br>During construction | <p>Revegetation success will be evaluated as described in AES-NP4 below.</p>                                                                                                                                                                   | <p>As required by conditions contained in the Project's Clean Water Act §404 and §401 and California Fish &amp; Game Code §1602 permits</p> |

<sup>3</sup> Once mitigation measures are in place, all long-term monitoring activities and report preparation will be conducted by the City of St. Helena.

| Impact                                                                                                                   | Mitigation                                                                                                                                              | Who & When <sup>3</sup>                                                                                                                                     | Success Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reporting                                                                                                               |
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| <p>AES-NP4:<br/>Change in water surface area as viewed from above due to placement of materials along shore of LYCR.</p> | <p>Native vegetation will be installed in accordance with the Lower York Creek Reservoir Revegetation and Mitigation Plan (Appendix 2 to the DEIR).</p> | <p>Contractor will perform original plantings during construction</p> <p>-</p> <p>City will be responsible for post-construction vegetation maintenance</p> | <p><b>Wetland plantings:</b> equal to 70% of the cover of nearby reference wetlands at the end of one year.</p> <ul style="list-style-type: none"> <li>If after one year, 70% cover is not present, a certified professional will determine if additional planting is required or if an additional growing season for existing plants will allow growth to meet the cover criterion.</li> <li>If after two years, this criterion is not met, additional plantings will be required until the area has 70% of the reference cover established for one year or more.</li> </ul> <p><b>Upland plantings:</b> 80% of woody plants installed are alive and healthy and have been in the ground for 3 years.</p> <ul style="list-style-type: none"> <li>Replacement planting will be required until success criterion is met.</li> </ul> | <p>As required by conditions contained in the Project's Clean Water Act §404 and Fish &amp; Game Code §1602 permits</p> |

| Impact                                                                                                                                                          | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Who & When <sup>4</sup>                                                                                               | Success Criteria                                                                                                                                                                                                                                                                                                                                    | Reporting                                    |
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| <b>Air Quality</b>                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                     |                                              |
| AIR-PA1:<br>Asbestos dust may be released into the air during removal of sediment and/or dam materials at UYCD and during placement at reuse/disposition sites. | <p>The City will consult with BAAQMD and ensure implementation of the following measures to limit asbestos dust from becoming airborne:</p> <ul style="list-style-type: none"> <li>• Use BMPs to avoid releasing dust from construction activities at the project sites and along public and private roads.</li> <li>• Prevent track-out to the paved public road. Any visible track-out on the public road must be removed using wet sweeping or a HEPA filter-equipped vacuum device at least once a day, including at the end of each workday. In addition, one of the following will be installed:               <ul style="list-style-type: none"> <li>○ A gravel pad to clean the tires of exiting vehicles.</li> <li>○ A tire shaker.</li> <li>○ A wheel-wash system.</li> </ul> </li> <li>• Place material not suitable for reuse in surface applications only in locations where it will be capped with material suitable for surface reuses.</li> <li>• Adequately wet or cover active storage piles with tarps.</li> <li>• Incorporate one or more of the following items into inactive (more than 7 days) storage areas and storage piles:               <ul style="list-style-type: none"> <li>○ Keep the surface adequately wet.</li> <li>○ Establish and maintain surface crusting sufficient to satisfy the test in the BAAQMD Asbestos Dust Mitigation Plan Application §33105(h)(6).</li> <li>○ Cover with tarps or vegetative cover.</li> <li>○ Install wind barriers of 50% porosity around 3 sides of a storage pile.</li> <li>○ Install wind barriers across open areas.</li> </ul> </li> <li>• Keep vehicle speeds along on-site unpaved roads, parking lots, and staging areas at or below 15 mph. In addition, one of the following must be utilized:               <ul style="list-style-type: none"> <li>○ Water every 2 hours during active operations or sufficiently often to keep the area adequately wetted.</li> <li>○ Maintain a gravel cover with a silt content less than 5% and asbestos content less than 0.25%, as determined using an approved asbestos bulk test method, to a depth of 3" on the surface being used for travel.</li> </ul> </li> <li>• Include one of the following for all earthmoving activities:               <ul style="list-style-type: none"> <li>○ Pre-wet the ground to the depth of anticipated cuts.</li> <li>○ Suspend grading operations when wind speeds are high enough to result in</li> </ul> </li> </ul> | <p>City will consult with BAAQMD before construction</p> <p>-</p> <p>Contractor will use BMPs during construction</p> | <p>As required by the BAAQMD, BMPs for asbestos dust mitigation will be considered successful if:</p> <ul style="list-style-type: none"> <li>• There is no visible dust track-out on the road.</li> <li>• No visible dust blows across the property line.</li> <li>• All BMPs required by the Asbestos Dust Mitigation Plan are enacted.</li> </ul> | <p>BMPs recorded in on-site SWPPP binder</p> |

<sup>4</sup> Once mitigation measures are in place, all long-term monitoring activity and report preparation will be conducted by the City of St. Helena.

| Impact                                                                                                                                                 | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Who & When <sup>4</sup>           | Success Criteria                                                                                                                      | Reporting                                                 |
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|                                                                                                                                                        | <p>dust emissions crossing property line despite application of dust mitigation.</p> <ul style="list-style-type: none"> <li>• Apply water prior to any land clearing.</li> <li>• Maintain off-site transport trucks to ensure no spillage occurs from holes or other openings in cargo compartments and loads are adequately wet. Load must either be covered with tarps or loaded so that material (including non-hazardous manifests) do not touch the front, back, or sides of the cargo compartment at any point less than 6" from the top and that no point of the load extends above the top of the cargo compartment.</li> <li>• Stabilize disturbed surfaces with one or both of the following: <ul style="list-style-type: none"> <li>○ Establish a vegetative cover.</li> <li>○ Cover with at least 3" of material suitable for surface application.</li> </ul> </li> <li>• Secure materials placed at LYCR in place with both 3" non asbestos-containing soil and vegetative planting above expected average water level.</li> </ul> |                                   |                                                                                                                                       |                                                           |
| AIR-NP2: Release of H <sub>2</sub> S gas during movement of sediment in the reservoir.                                                                 | <p>The contractor will:</p> <ul style="list-style-type: none"> <li>• Equip at least one worker in each construction area with personal H<sub>2</sub>S monitoring devices. Follow OSHA construction safety protocols. If H<sub>2</sub>S levels exceed safety standards, work will stop until H<sub>2</sub>S dissipates.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Contractor<br>During construction | Construction is accomplished without any worker health incidents.                                                                     | Contractor report to City within 48 hours of any incident |
| <p>AIR-NP3:</p> <p>Increase in small particulate matter (PM<sub>10</sub>, PM<sub>2.5</sub>, or ozone precursor) emissions during sediment removal.</p> | <p>The contractor will:</p> <ul style="list-style-type: none"> <li>• Include BAAQMD CEQA Guidelines for PM<sub>10</sub> emission BMPs for construction in the SWPPP.</li> <li>• Water all active construction areas at least twice daily.</li> <li>• Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least 2 feet of freeboard.</li> <li>• Pave, apply water 3 times daily or apply non-toxic soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.</li> <li>• Use water sweepers daily on all paved access roads, parking areas and staging areas at construction sites.</li> <li>• Use water sweepers daily if visible soil material is carried onto adjacent public streets.</li> </ul>                                                                                                                                                                                                                                                   | Contractor<br>During construction | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the SWPPP monitoring program.</p> | <p>BMPs recorded in SWPPP binder.</p>                     |

| Impact                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Who & When <sup>4</sup>                                                                                                                                                                                                                                                               | Success Criteria                                                                                                                                  | Reporting                                                                                                                                                                                                                                                                                  |
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| <b>Biological Resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                       |                                                                                                                                                   |                                                                                                                                                                                                                                                                                            |
| <p>The contractor will:</p> <ul style="list-style-type: none"> <li>• Work with a NMFS- and CDFG-approved biologist to develop a dewatering and species protection plan.</li> <li>• Complete work during low-flow conditions.</li> <li>• Perform work in isolation from flowing water. Coffor dams or other approved water diversion structures will be constructed at the upstream and downstream ends of the project site to isolate the work area. Water will be diverted through a suitably sized pipe from upstream of the upstream coffer dam and discharged downstream of the downstream coffer dam. Coffor dams will be constructed of a non-erodible material that does not contain soil or fine sediment.</li> <li>• Utilize erosion control measures throughout all phases of construction where sediment runoff from exposed slopes threatens to enter the water. At no time will silt-laden runoff be allowed to enter the stream or be directed to where it may enter the stream.</li> <li>• Dispose of material at an alternative site with proper erosion control measures in place.</li> <li>• Engage a qualified biologist throughout construction to monitor to ensure water quality standards are being met and sediment is not entering the watercourse.</li> <li>• Provide a preconstruction training by the qualified biologist for construction crew members. The training will include a discussion of potential impacts of accidental sediment releases and sensitive biological resources within the project area including habitat, protection measures to ensure species are not impacted by project activities, and project boundaries.</li> </ul> <p>BIO-PA1: Temporary, short-term downstream sediment release during project activities.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Contractor will implement dewatering plan under supervision of project biologist</p> <p>-</p> <p>Project biologist will perform preconstruction surveys, aquatic species relocation, crew training, and construction monitoring</p> <p>-</p> <p>Before and during construction</p> | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.</p> | <p>Project biologist will submit a post-construction report to regulators as required by Clean Water Act §404 and §401 and Fish &amp; Game Code §1602 from the Corps of Engineers, Water Board and CDFG, and any required Endangered Species Act permits from NOAA Fisheries or USFWS.</p> |
| <p>BIO-PA2: Direct disturbance, displacement, and/or mortality of non-listed aquatic species during project activities.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>The contractor will implement the following measures to avoid or reduce the potential for direct disturbance, displacement, and/or mortality to aquatic species:</p> <ul style="list-style-type: none"> <li>• A detailed dewatering and species protection plan will be developed and implemented by a NMFS and CDFG-approved biologist.</li> <li>• A qualified biologist will be on site during construction of water diversion structures and decommissioning. See BIO-PA1 above for details re coffer dams, screened pumps, and required preconstruction training of crew members.</li> <li>• Aquatic species will be relocated by the qualified biologist prior to commencing project construction. Construction site will also be monitored periodically to ensure no aquatic species have moved into the area.</li> <li>• Proper erosion control and other water quality BMPs will be implemented to avoid</li> </ul> | <p>See BIO-PA1 above</p>                                                                                                                                                                                                                                                              | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.</p> | <p>Project biologist will submit a post-construction report to regulators as required by permits.</p>                                                                                                                                                                                      |

# Upper York Creek Ecosystem Restoration Project

## Mitigation Monitoring and Reporting Plan Exhibit B

| Impact                                                                                                                                                 | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Who & When <sup>4</sup>                                                                                                                                                                               | Success Criteria                                                                                                                                  | Reporting                                                                                                     |
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|                                                                                                                                                        | <p>sedimentation and disturbance into the creek.</p> <ul style="list-style-type: none"> <li>Prior to construction activities, consultation with CDFG and NOAA's Fisheries Service will occur and authorization obtained to relocate aquatic species.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                       |                                                                                                                                                   |                                                                                                               |
| <p>BIO-PA3: Incidental take of California red-legged frog, foothill yellow-legged frog, or northern western pond turtle during project activities.</p> | <p>The City will ensure that:</p> <ul style="list-style-type: none"> <li>Consultation with USFWS and CDFG occurs and authorization obtained to relocate frogs during construction activities.</li> <li>A preconstruction survey for CRLF and FYLF by a qualified biologist will occur prior to beginning work; work will only occur in areas that have been surveyed.</li> <li>All construction crews will be trained by a qualified biologist on the status, life history characteristics, and avoidance measures for CRLF and FYLF.</li> <li>Earthwork will be completed during the dry season when winter rainwater has receded, the project site has been dewatered, and frogs are likely to have moved to wetter habitat.</li> <li>If CRLF and/or FYLF are encountered during construction, USFWS and CDFG will be contacted for guidance, and/or they will be relocated by a permitted biologist.</li> <li>During construction, a qualified biologist or his/her designee will make frequent visits to the project area to ensure no CRLF, FYLF, or other species have entered the work area and are being impacted by construction activities.</li> </ul> | <p>The City will engage a qualified and approved biologist to perform preconstruction surveys, aquatic species relocation, and construction and monitoring.</p> <p>Before and during construction</p> | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.</p> | <p>Project biologist will submit a post-construction report to project regulators as required by permits.</p> |
| <p>BIO-PA4: Direct disturbance, displacement, or mortality of special-status and common bat species during project activities.</p>                     | <p>The City will ensure that:</p> <ul style="list-style-type: none"> <li>Prior to commencing work, a qualified biologist will survey the site for bat roosts. If occupied roosting habitat is identified, removal of roost trees would not be allowed until the roost is unoccupied.</li> <li>All construction crews will be trained by a qualified biologist on the status, life history characteristics, and avoidance measures for bats.</li> <li>Construction will be limited to daylight hours so as to not interfere with the foraging abilities of bats.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>Project biologist</p> <p>Before and during construction</p>                                                                                                                                        | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.</p> | <p>Project biologist post-construction report to regulators as required by permits.</p>                       |
| <p>BIO-PA5: Direct or indirect impacts on nesting birds as a result of nest destruction, mortality, or disturbance during project</p>                  | <p>Construction activities will occur outside of the critical breeding period. If activities must occur during the normal breeding season, work areas will be surveyed by the project biologist prior to commencing. If active nests or behavior indicative of nesting birds are encountered, those areas plus a buffer established by the project biologist will be avoided until the nests have been vacated. On-going construction monitoring will occur to monitor nesting activity within the project area. If state and/or federally listed species (e.g., northern spotted owl) are found breeding within the project site, activities will be halted and consultation with the CDFG and USFWS will occur, and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Project biologist</p> <p>Before and during construction</p>                                                                                                                                        | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.</p> | <p>Project biologist post-construction report to regulators as required by permits.</p>                       |

| Impact activities.                                                                                                                                       | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Who & When <sup>4</sup>                                                                                                                                                                                                            | Success Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Reporting                                                                                 |
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| the conditions of these agreements will serve as additional provisions.                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                           |
| BIO-PA7:<br>Disturbance/loss of jurisdictional wetlands and/or other waters of the U.S. from disposal of materials at LYCR and alteration of York Creek. | Implement wetland mitigation, including creation, restoration, and/or enhancement of habitat. A 5-year monitoring program is required to ensure success. (See <i>Lower York Creek Reservoir Revegetation and Mitigation Plan</i> for details.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Contractor will perform wetland mitigation during construction<br><br>City will be responsible for post-construction vegetation maintenance                                                                                        | <b>Wetland plantings:</b> equal to 70% of the cover of nearby reference wetlands at the end of one year.<br><ul style="list-style-type: none"> <li>If after one year, 70% cover is not present, a qualified professional will determine if additional planting is required or if an additional growing season for existing plants will allow growth to meet the cover criterion.</li> <li>If after two years, this criterion is not met, additional plantings will be required until the area has 70% of the reference cover established for one year or more.</li> </ul> | As required by permit conditions                                                          |
| BIO-PA8:<br>Damage to or mortality of special-status plants during construction.                                                                         | The contractor will cooperate with the project biologist to ensure that measures are in place during project activities to protect nature plant populations. The project biologist will provide a preconstruction training and develop a mitigation and monitoring plan if impacts are unavoidable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Project biologist<br>Before and during construction                                                                                                                                                                                | Mitigation measures are intrinsic to construction. Documentation of measures will be included in the biologist's post-construction report.                                                                                                                                                                                                                                                                                                                                                                                                                                | As required by permits.                                                                   |
| BIO-PA9: Impacts on native wetland and riparian vegetation around UYCD during project activities, including invasion by non-native species.              | To reduce the adverse impacts on native wetland and riparian vegetation during construction, the City of St. Helena will implement the following measures: <ul style="list-style-type: none"> <li>A mitigation and monitoring plan will be prepared by a qualified biologist as part of the required regulatory agency permits that will require revegetation with equivalent native species at a ratio of 1:1 (or as agreed upon by the permitting agencies) and implementation of a 5-year monitoring program with applicable performance standards, control of invasive plant species, and contingency measures to ensure planting success.</li> <li>All propagules for mitigation plantings will be obtained from local nursery stock, if available. Willow cuttings will be gathered on site prior to vegetation removal.</li> <li>Only certified, weed-free materials dominated by native species will be used for erosion control.</li> </ul> | Plan to be developed prior to construction by a qualified biologist or revegetation specialist.<br><br>Contractor will implement revegetation at end of construction.<br><br>The City will monitor vegetation success for 5 years. | Riparian plantings will be considered successful if 80% of the woody plants installed are alive and healthy and have been in the ground for 3 years.<br><br>Replacement planting will be required until this success criterion is met.<br><br>In addition, non-native species will be weeded during monitoring until native species are established.                                                                                                                                                                                                                      | City to submit post-construction and yearly monitoring reports to regulators for 3 years. |

| Impact                                                                                                                                | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Who & When <sup>4</sup>                                                                                                                                                       | Success Criteria                                                                                                | Reporting                                                                        |
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| BIO-PA11:<br>Construction disturbance, or displacement, or mortality of northern western pond turtle.                                 | The contractor will ensure that: <ul style="list-style-type: none"> <li>• Preconstruction survey will be performed prior to disturbance of the site to ensure that no pond turtles are present. If observed, the area will be avoided until the animal(s) has (have) vacated the area, and/or the animal(s) have been relocated out of the project area by a qualified biologist. If nests are encountered, those areas plus a 25-foot buffer area will be avoided until the nests have been vacated. The site will be surveyed periodically during construction to ensure that no turtles are being impacted by construction activities.</li> </ul>           | Project biologist<br>Before and during construction                                                                                                                           | Mitigation measures are intrinsic to construction.                                                              | Project biologist post-construction report to regulators as required by permits. |
| <b>Cultural Resources</b>                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                               |                                                                                                                 |                                                                                  |
| CUL-PA1:<br>Adverse and unavoidable impact on a resource considered eligible for listing in the National Register of Historic Places. | The City will preserve physical information about this historic property by: <ul style="list-style-type: none"> <li>• Creation of a record using photo documentation, drawings, and written data regarding the dam prior to alteration.</li> <li>• Maintenance of documentation showing the dam prior to alteration.</li> <li>• Development of interpretive materials to be incorporated into the City's website within one year of the date of the dam alteration.</li> <li>• Creation of an exhibit of photographs and graphics of the dam for installation in a public facility in St. Helena within one year of the date of the dam alteration.</li> </ul> | City of St. Helena<br>Information/documentation will be gathered prior to project construction. Exhibit and page on City's website to be developed during the following year. | The website and exhibit completed within one year of the dam alteration.                                        | <u>N/A</u>                                                                       |
| <b>Geology, Soils, Landslides, and Seismic Activity</b>                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                               |                                                                                                                 |                                                                                  |
| GEO-PA1:<br>Expose people, property, or sensitive natural resources to slope failure due to removal of UYCD.                          | Under the direction of the project geotechnical engineer, the contractor will leave the existing spillway in place and buttress it with fill from the project site. Two rows of soil anchors and subdrains will also be installed. During construction, slopes within the project site will be reviewed to evaluate slope stability, identify/evaluate possible slope defects, and determine if supplemental stabilization measures should be used.                                                                                                                                                                                                            | Geotechnical engineer<br>During construction                                                                                                                                  | Mitigation measure is intrinsic to construction and, therefore, does not require success criteria or reporting. | As-built construction documents                                                  |

| Impact                                                                                 | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Who & When <sup>4</sup>                                                                                        | Success Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Reporting                                                 |
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| <b>Global Climate Change</b>                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                           |
| GCC-PA1:<br>Generate CO <sub>2</sub> over the short term during project activities.    | The contractor will implement the <i>Lower York Creek Reservoir Revegetation and Mitigation Plan</i> to reduce CO <sub>2</sub> output to negative levels.                                                                                                                                                                                                                                                                                                                                                                                           | Contractor<br>During construction<br><br>City will be responsible for post-construction vegetation maintenance | <p><b>Wetland plantings:</b> equal to 70% of the cover of nearby reference wetlands at the end of one year.</p> <ul style="list-style-type: none"> <li>If after one year, 70% cover is not present, a certified professional will determine if additional planting is required or if an additional growing season for existing plants will allow growth to meet the cover criterion.</li> <li>If after two years, criterion is not met, additional plantings will be required until the area has 70% of the reference cover established for one year or more.</li> </ul> <p><b>Upland plantings:</b> 80% of woody plants installed are alive and healthy and have been in the ground for 3 years.</p> <p>Replacement planting will be required until success criterion is met.</p> | As required by permit conditions                          |
| <b>Hazardous Materials</b>                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                           |
| HAZ-NP1:<br>Exposure of construction workers to unsafe levels of H <sub>2</sub> S.     | The contractor will ensure that a portion of construction workers, at least one in each area, wear a personal safety H <sub>2</sub> S monitor. If levels exceed OSHA safety standards, construction will be halted, and the vicinity cleared until H <sub>2</sub> S gas dissipated.                                                                                                                                                                                                                                                                 | Contractor<br>During construction                                                                              | Construction is accomplished without any worker health incidents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Contractor report to City within 48 hours of any incident |
| HAZ-NP2:<br>Release of standard toxics associated with construction vehicle operation. | Contractor will utilize BMPs for construction equipment and vehicles, such as: <ul style="list-style-type: none"> <li>Maintain all construction equipment to prevent oil or other fluid leaks. Use drip pans for oil or fluid changes that are required for maintenance of equipment. Keep vehicles and equipment clean. Do not allow excessive build-up of oil or grease.</li> <li>Regularly inspect on-site vehicles and equipment for leaks, and repair immediately. Check incoming vehicles and equipment (including delivery trucks</li> </ul> | Contractor<br>During construction                                                                              | Mitigation measures are intrinsic to construction. Documentation of measures will be included in the SWPPP monitoring program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | BMPs recorded in SWPPP binder.                            |

| Impact                                                                                                         | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Who & When <sup>4</sup>                      | Success Criteria                                                                                                                      | Reporting                                     |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
|                                                                                                                | <p>and employee and subcontractor vehicles) for leaking oil and fluids. Do not allow leaking vehicles or equipment on-site.</p> <ul style="list-style-type: none"> <li>• Use secondary containment, such as a drain pans or drop cloths, to catch spills or leaks when removing or changing fluids.</li> <li>• Use off-site repair sites as much as possible.</li> <li>• Place stockpiled spill cleanup materials where readily accessible.</li> <li>• Segregate and recycle wastes, such as greases, used oil or oil filters, antifreeze, cleaning solutions, automotive batteries, and hydraulic and transmission fluids.</li> <li>• If fueling must occur on site, use designated areas located away from drainage. Locate on-site fuel storage tanks over a retention area designed to hold the total tank volume.</li> <li>• Discourage "topping-off" of fuel tanks, as it frequently leads to fuel spillage.</li> <li>• Avoid mobile fueling of construction equipment; use designated fueling areas.</li> <li>• Establish vehicle and equipment storage, cleaning, and maintenance areas in designated, confined areas, located away from significant drainage courses and out of the riparian corridor to the extent feasible. Cleaning and maintenance activities will be allowed only in such designated areas.</li> <li>• Direct any concentrated storm water run-on/runoff around storage and service areas. Minimize contact of storm water and run-on/runoff with stored equipment by raising equipment on pallets or other similar devices.</li> </ul> |                                              |                                                                                                                                       |                                               |
| <p>HAZ-PA1: Health hazard for construction workers due to airborne asbestos during earthmoving activities.</p> | <p>In accordance with OSHA regulations and guidance, the contractor will:</p> <ul style="list-style-type: none"> <li>• Train construction workers regarding asbestos hazards and self-protection.</li> <li>• Perform air monitoring. The monitoring program will be designed and overseen by a "competent person" as defined in 29 CFR §1926.1101(b). In the event that air monitoring shows levels in exceedance of PELs or excursion level limits, the competent person will require respiration equipment or other measures necessary to protect worker health.</li> <li>• Designate and demark a "regulated area" around the dam removal site, following the recommendations of the competent person. Only authorized personnel may enter the regulated area. Workers must use appropriate hygienic practices within the regulated area including not eating, drinking, or smoking and wearing disposable coveralls.</li> <li>• Prevent asbestos from becoming airborne by use of water and other BMPs; see also requirements in AIR-PA1 above.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <p>Contractor</p> <p>During construction</p> | <p>Mitigation measures are intrinsic to construction. Documentation of measures will be included in the SWPPP monitoring program.</p> | <p>BMPs recorded in on-site SWPPP binder.</p> |

| Impact                                                                                                     | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Who & When <sup>4</sup>                              | Success Criteria                                                                                                                                                    | Reporting                          |
|------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Hydrology and Hydraulics                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      |                                                                                                                                                                     |                                    |
| H&H-PA1:<br>Increase in frequency or severity of flooding in lower York Creek due to sediment aggradation. | The City will prepare a causative factors analysis and an implementation program to monitor, maintain, and/or improve channel capacity and promote sediment transport. The channel monitoring program will: <ul style="list-style-type: none"><li>• Document changes in channel cross sectional area on a regular, pre-determined schedule.</li><li>• Track sediment accumulation at bridges and other critical locations.</li><li>• Provide guidance on acceptable levels of aggradation.</li><li>• Establish a mitigation plan should channel aggradation reach a point that it significantly impacts channel capacity and flooding, including:<ul style="list-style-type: none"><li>○ Defining and prioritizing options for sediment management (i.e., sediment retention basins or in-stream sediment removal).</li><li>○ Obtaining permits required for sediment management practices.</li></ul></li></ul> | City of St. Helena<br>Within one year of dam removal | Preparation of the causative factors analysis and implementation of a program to monitor, maintain, and/or improve channel capacity and promote sediment transport. | As required by regulatory permits. |
| H&H-PA2:<br>Streambank erosion due to project activities.                                                  | Under the direction of the project's geotechnical or civil engineers, Contractor will install erosion control measures and extensive riparian revegetation. See also, BIO-NP4 above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Contractor<br>During construction                    | Mitigation measure is intrinsic to construction and, therefore, does not require success criteria or reporting.                                                     |                                    |
| Noise                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      |                                                                                                                                                                     |                                    |
| NOI-NP2:<br>Temporary increase in noise during construction.                                               | To minimize short-term impacts from increased noise, work will occur during daylight hours, and efforts will be made to efficiently schedule construction activities to limit impacts to neighbors.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Contractor<br>During construction                    | Mitigation measure is intrinsic to construction and, therefore, does not require success criteria or reporting.                                                     |                                    |
| Traffic and Transportation                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                      |                                                                                                                                                                     |                                    |
| TRA-NP1: Delays due to trucks entering and leaving Spring Mountain Road.                                   | Contractor will prepare a traffic control plan using standard Caltrans protocols and incorporate one or more flaggers for trucks entering and leaving the project sites. Flaggers will give emergency vehicles priority so that even when traffic is stopped, emergency vehicles will not be detained.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Contractor<br>During construction                    | Mitigation measure is intrinsic to construction and, therefore, does not require success criteria or reporting.                                                     |                                    |

| Impact                                                                                         | Mitigation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Who & When <sup>4</sup>                    | Success Criteria                                                                                                               | Reporting                      |
|------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| TRA-PA2: Traffic that exceeds acceptable level of service.                                     | Truck traffic on Highway 128 through the City of St. Helena will be limited to 9 am to 3 pm daily. Trucks may continue to move dam and sediment materials to LYCR and Spring Mountain Vineyard outside of these hours.                                                                                                                                                                                                                                                                                                                      | Contractor<br>During construction          | Mitigation measure is intrinsic to construction and, therefore, does not require success criteria or reporting.                |                                |
| <b>Water Quality</b>                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                            |                                                                                                                                |                                |
| WQ-NP1:<br>Degraded water quality and adverse effects on aquatic life.                         | Contractor will use Basin Plan standards as a guideline for monitoring and compliance unless more stringent permit conditions are imposed. <ul style="list-style-type: none"> <li>Dewatering &amp; species protection plan will be adhered to during project activities.</li> <li>Monitoring will occur upstream and downstream of the project area at least once daily during any activity that could impact water quality.</li> </ul>                                                                                                     | Contractor<br>During construction          | Mitigation measures are intrinsic to construction. Documentation of measures will be included in the SWPPP monitoring program. | BMPs recorded in SWPPP binder. |
| WQ-NP2:<br>Increased turbidity during project activities that adversely affects water quality. | The City will ensure that: <ul style="list-style-type: none"> <li>A SWPPP outlining erosion control and basic construction BMPs is prepared and adhered to on the construction site to limit the potential for sediment release.</li> <li>The Basin Plan, SWPPP, and dewatering and species protection plan will be adhered to during all activities.</li> <li>Turbidity will be measured upstream and downstream of the project site at least daily during all stages of implementation with potential to affect water quality.</li> </ul> | City and Contractor<br>During construction | Turbidity is in compliance with the Basin Plan, SWPPP, and permit conditions.                                                  | As required by permits.        |
| WQ-NP4: H <sub>2</sub> S release into York Creek during sediment removal.                      | The contractor will: <ul style="list-style-type: none"> <li>Monitor H<sub>2</sub>S levels upstream and downstream of the project area at least once daily to ensure they do not exceed upstream background levels.</li> </ul>                                                                                                                                                                                                                                                                                                               | Contractor<br>During construction          | If levels are exceeded, work will be halted until measurements return to background levels.                                    | As required by permits.        |

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Report to the City Council  
Council Meeting of April 28th, 2015

**Agenda Section: New Business**

**Subject:** Uncodified Interim Urgency Ordinance Prohibiting Certain Activities that Waste Water and Implementing Mandatory Restrictions on Outdoor Irrigation to Promote Water Conservation, to Become Effective Immediately

**CEQA Status:** **Categorically Exempt, Section 15269(c)**

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

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



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**BACKGROUND**

On January 17, 2014 and April 25, 2015, the Governor issued a Proclamation of a State of Emergency and a Proclamation of a Continued State of Emergency, respectively. These proclamations required that all California water users reduce their water consumption by 20%.

In response to the Governor's proclamations, the State Water Resources Control Board (SWRCB) adopted mandatory water conservation regulations that were adopted on July 15, 2014. These regulations prohibited the following for all water users in California:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks;
- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;

The City amended its municipal code to reflect these mandatory water conservation measures on August 26, 2014.

On March 17, 2015, the SWRCB re-authorized the previous mandatory water conservation regulations and required the following additional water conservation practices:

- Prohibit the application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- Prohibit the serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language; and
- To promote conservation, limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two (2) days per week.

The Governor then issued Executive Order B-29-15, which, in part, directed the SWRCB to impose restrictions to achieve a statewide 25% reduction in potable urban water usage through February 28, 2016, as compared to water usage in 2013. In response, the SWRCB issued Proposed Emergency Regulations on April 18, 2015. These regulations are in draft form and have not been approved by the SWRCB. These newly proposed regulations have the following additional water conservation practices which would impact the City of St Helena, if adopted as currently proposed:

- Prohibit irrigation with potable water of ornamental turf on public street medians;
- Require drip or microspray irrigation for newly constructed homes and buildings;
- Limit outdoor irrigation by all commercial, industrial, and institutional properties with potable water of ornamental landscapes or turf to no more than two days per week;
- Require all commercial, industrial, and institutional properties to reduce potable water usage by 25% for the months June 2015 through February 2016 as compared to the same months in 2013;
- Require City to submit a report to the SWRCB by December 15, 2015 which reports total potable water production by month from June through November 2015, and total potable water production by month from June through November 2013; or confirmation that the City limited outdoor irrigation of ornamental landscapes or turf with potable water by its customers to no more than two days per week.

The SWRCB is scheduled to take formal action on the new Proposed Emergency Regulations on May 5-6, 2015, and they are not currently in effect.

## **DISCUSSION**

### **Ordinance**

The City is required by the State to adopt these regulations on or before May 11, 2015 in order to avoid incurring any penalties or fines. Due to the State of Emergency declaration by the Governor, the Emergency Regulations adopted by SWRCB Resolution 2015-0013, and the short timeframe required for compliance by the SWRCB, Staff is recommending that this Ordinance be adopted as an Urgency Ordinance. As an Urgency Ordinance it will immediately go into effect. In order to be adopted, this Ordinance requires adoption by a four-fifths (4/5) vote of the City Council.

Since the new Proposed Emergency Regulations from the SWRCB have not yet been approved, Staff is also proposing adoption as an Uncodified Interim Ordinance with an expiration date of December 23, 2015; unless City Council suspends or repeals the Ordinance. Once the SWRCB issues the final Emergency Regulations after its May 5-6 meetings, Staff will review the new regulations and prepare an additional ordinance for City Council action, if needed.

The Ordinance will implement the following new mandatory water conservation regulations:

- Prohibit the application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- Prohibit the serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;
- To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language; and
- To promote conservation, limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two (2) days per week.

For simplicity and in order to emphasize the importance of water conservation practices, the Ordinance also includes the following regulations which are already included in the current City Code:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks; and

- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.

**Environmental**

This Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the statutory exemption set forth in Section 15269(c) (specific actions necessary to prevent or mitigate an emergency) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this ordinance is a direct response to the State's Emergency Regulation, and pursuant to the categorical exemption set forth in Section 15307 (actions by regulatory agencies for protection of natural resources) because the SWRCB has mandated that St. Helena, as a distributor of a public water supply, protect and conserve the natural resource of water during the severe drought.

**FISCAL IMPACT**

The City will incur additional minor costs associated with additional enforcement. Violations of this ordinance are punishable by a fine of up to \$500 for each day in which the violation occurs. To date, the City's customers have been very responsive to water conservation requirements and voluntary compliance has been effective.

**RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena, adopt by a 4/5 vote an Interim Urgency Ordinance Prohibiting Certain Activities that Waste Water and Implementing Mandatory Restrictions on Outdoor Irrigation to Promote Water Conservation, to Become Effective Immediately

**ATTACHMENTS**

1. Ordinance

## **ORDINANCE NO.**

### **AN UNCODIFIED INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ST. HELENA, CALIFORNIA, PROHIBITING CERTAIN ACTIVITIES THAT WASTE WATER AND IMPLEMENTING MANDATORY RESTRICTIONS ON OUTDOOR IRRIGATION TO PROMOTE WATER CONSERVATION, TO BECOME EFFECTIVE IMMEDIATELY**

**THE CITY COUNCIL OF THE CITY OF ST. HELENA HEREBY ORDAINS AS  
FOLLOWS:**

#### **SECTION 1.     FINDINGS.**

On January 17, 2014 Governor Brown issued Governor's Proclamation No. 1-17-2014 declaring a State of Emergency to exist in California due to severe drought conditions.

On April 25, 2014, Governor Brown issued an executive order to strengthen the state's ability to manage water and habitat effectively in a drought.

On July 15, 2014, the State Water Resources Control Board approved its Resolution No. 2014-0032 To Adopt an Emergency Regulation for Statewide Water Conservation and this emergency regulation includes new California Code of Regulations Title 23, Sections 863, 864 and 865 (hereinafter collectively, "Emergency Regulation"). The Emergency Regulation became effective as of August 1, 2014.

On August 26, 2014, to comply with the Emergency Regulation, the City adopted an Urgency Ordinance amending Municipal Code Section 13.04.230(B) to be consistent with the Emergency Regulation.

On March 17, 2015, the State Water Resources Control Board amended and re-adopted the Emergency Regulation by Resolution No. 2015-0013 ("Amended Emergency Regulation").

The Amended Emergency Regulation prohibits each of the following actions, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- The application of potable water to driveways and sidewalks;

- The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
- The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased; and

The Amended Emergency Regulation requires operators of hotels and motels to provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

The Amended Emergency Regulation requires that within 45 days of the adoption of the Amended Emergency Regulation each distributor of a public water supply that is not an urban water supplier must either: 1) limit outdoor irrigation of ornamental landscapes or turf with potable water by the persons it serves to no more than two days per week; or 2) implement another mandatory conservation measure or measures intended to achieve a 20 percent reduction in water consumption by the persons it serves relative to the amount consumed in 2013.

The City of St. Helena (City) is a distributor of a public water supply and is not an urban water supplier, as that term is defined in Water Code Section 10617.

The City's Water Use and Efficiency Guidelines (Municipal Code Chapter 13.12) and Water Service System Regulations (Municipal Code Chapter 13.04) contain prohibitions and mandatory restrictions to reduce water waste and control outdoor water use.

By adopting this ordinance, the City will both implement the Amended Emergency Regulation and provide clarity to its customers on prohibitions and restrictions that are in effect.

In light of the declaration of a State of Emergency by the Governor and the obligation to implement the Amended Emergency Regulations in a short timeframe, the City considered the adoption of this interim urgency ordinance in accordance with Government Code § 36937 at a duly noticed public meeting on April 28, 2015, at which time it received and considered testimony from members of the public.

Pursuant to Article XI, Section 7 of the California Constitution, the City may make and enforce all regulations and ordinances using its police powers.

In accordance with the authority granted the City under Government Code section 36937(b), and based on the findings stated herein, the City Council further finds that there exists a current and immediate threat to the public health, safety, and welfare requiring immediate implementation of the Amended Emergency Regulation to promote

water conservation during the drought, and further finds that this ordinance is necessary for the immediate preservation of the public peace, health, and safety.

## **SECTION 2. IMPLEMENTATION OF AMENDED EMERGENCY REGULATION.**

1. To promote water conservation, each of the following actions shall be prohibited, except where necessary to address an immediate health and safety need or to comply with a term or condition in a permit issued by a state or federal agency:

- A. The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B. The use of a hose that dispenses potable water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C. The application of potable water to driveways and sidewalks;
- D. The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system;
- E. The application of potable water to outdoor landscapes during and within 48 hours after measurable rainfall;
- F. The serving of drinking water other than upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased;

2. To promote water conservation, operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

3. To promote conservation, all customers of the city shall limit outdoor irrigation of ornamental landscapes or turf with potable water to no more than two (2) days per week.

4. The violation of each provision of this Ordinance, and each separate violation thereof, shall be deemed a separate offense, and shall be enforced as an infraction in accordance with Chapter 1.20 of the Municipal Code.

5. As an additional remedy and in accordance with the Emergency Regulation, violation of any of the provisions listed in 1 or 2 of this section, in addition to any other applicable civil or criminal penalties, is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs.

6. This Ordinance shall be read in conjunction with the provisions of Chapters 13.04 and 13.12 of the Municipal Code. To the extent there is any conflict between the

provisions of Chapter 13.04 or Chapter 13.12 and this Ordinance, this Ordinance shall govern.

**SECTION 3.           Environmental Review.**

The City Council finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the statutory exemption set forth in Section 15269(c) (specific actions necessary to prevent or mitigate an emergency) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because this ordinance is a direct response to the State's Emergency Regulation, and pursuant to the categorical exemption set forth in Section 15307 (actions by regulatory agencies for protection of natural resources) because the State Water Resources Control Board has mandated that St. Helena, as a distributor of a public water supply, protect and conserve the natural resource of water during the severe drought.

**SECTION 4.           Severability.**

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 5.           Effective Date and Duration.**

This ordinance is an urgency ordinance enacted under California Government Code sections 36934 and 36937(b). This urgency ordinance is effective upon adoption by a four-fifths (4/5) vote of the City Council. This Ordinance shall remain in full force and effect until December 23, 2015, at which time it will automatically expire, unless it is earlier repealed or extended by the City Council in accordance with applicable law.

**SECTION 6.           Publication.**

The City Clerk is directed to cause this ordinance to be published in the manner required by law.

This ordinance was introduced and duly adopted by the City Council of the City of St. Helena at the regular meeting held this 28th day of April, 2015 by a four-fifths vote of the City Council as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF ST. HELENA

---

Alan Galbraith, Mayor

ATTEST:

---

Cindy Black  
City Clerk

APPROVED AS TO FORM:

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Thomas B. Brown  
City Attorney

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