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

**** Councilmember Sharon Crull will participate by phone***
***From Courtyard by Marriott***
***Bistro Room***
***500 Highland Dr.***
***Newark, Ohio 43055***

# ST. HELENA CITY COUNCIL
# REGULAR MEETING
# JUNE 9, 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. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **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.

5. **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.

**STAFF BRIEFING:**

6. Community Engagement Program/Community Communications Survey Results – Mari Martinez Serrano, Community Engagement Coordinator

**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)

7. Consideration and proposed approval of a resolution renewing the Fire/Emergency Dispatch Services Agreement with Cal Fire for a period of July 1, 2015 through June 30, 2018 in the amount of $104,330
   CEQA Status: Not a CEQA Project
   Lead Staff: John Sorensen, Fire Chief
   Recommendation: Adopt

8. Consideration and proposed approval of a resolution approving a Contract in the amount of $40,000 with Zambelli Fireworks for a City-Sponsored Firework Show located at Crane Park on July 4, 2015
   CEQA Status: This item has been determined to be exempt from CEQA under Section 15061. (3) as it has no potential to impact the environment
   Lead Staff: Haidi Arias, Recreation Director
   Recommendation: Adopt

9. Consideration of a letter of support for nominating Shari & Garen Staglin for the Presidential Medal of Freedom
   CEQA Status: Not a CEQA Project
   Lead Staff: Cindy Black, City Clerk
   Recommendation: Authorize

**NEW BUSINESS**

10. Discuss and provide direction on the presented reductions to the St. Helena proposed FY 15/16 Budget
   CEQA Status: Not a CEQA project
   Lead Staff: Jennifer Phillips, City Manager
   Recommendation: Direct the City Manager to include the recommended General Fund reductions into the Final Proposed FY 2015-16 Budget

11. Consideration and proposed approval of a resolution establishing governing framework for the administration of the Tweed Trust Funds for St. Helena Public Library and rescinding City Council resolution 2006-102

| | |
|---|---|
| CEQA Status: | Not a CEQA project |
| Lead Staff: | Jennifer Phillips, City Manager |
| Recommendation: | Adopt |

12. Consider Five-Year Capital Improvement Plan (Fiscal Years 2015/2016 to 2019/2020)

| | |
|---|---|
| CEQA Status: | Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action. |
| Lead Staff: | Steven Palmer, PE, Director of Public Works/City Engineer |
| Recommendation: | Receive and File |

13. Direction to City Manager regarding St. Helena School District Pool

| | |
|---|---|
| CEQA Status: | Not CEQA project |
| Lead Staff: | Jennifer Phillips, City Manager |
| Recommendation: | Direct City Manager to initiate negotiations with the St. Helena School District to assume fully management of the District's pool |

**ADJOURNMENT** The next Regular City Council meeting is scheduled for June 23, 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 June 5, 2015.

Cindy Black

Cindy Black, City Clerk

**CHALLENGING DECISIONS OF CITY ENTITIES**

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

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

**SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA**

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

ST. HELENA
CALIFORNIA

A CITY OF ST. HELENA
COMMUNITY ENGAGEMENT
PROGRAM INITIATIVE

# *City of St. Helena*

# Community Communication Survey

## A Community Engagement Program Initiative

# Purpose of a Community Communications Survey

- Learn more about residents' communication preferences.
- To be used as reference to develop a City Communication Plan.
- To find the most effective methods and tools to improve the quality of communication between the City and the community and vice versa.

# Online Survey

The online survey was available to the public through the following channels:

- City E-News
- Library E-Newsletter
- Social Media (including Twitter & Facebook)
- City's Website (Community News & New Community Engagement Page)
- Library's Website Homepage
- St. Helena Star Online Paper

# Print Survey

The print version of the survey was available to the public through the following channels:

- Water Bill Insert
- Drop boxes in strategic locations
  (City Hall, Family Center, Library & at the Rianda House)
- At high traffic locations throughout the city
  (Housing apartments, Mexican Heritage Festival, & Main Street)

# Survey Outreach

The survey was announced through the following channels:

- Fliers around town
- Fliers on the Napa Valley TV Community Calendar
- PSA online video (social media and websites)
- PSA Spanish audio through the KBBF Bilingual Radio Station

# Survey Takeaways

Where Residents Have Access to Internet & Email:

(In the English version of the survey)
Out of 266 responses:
- 246 said at home
- 155 said via mobile devices
- 120 said at work
- 5 do not have access

(In the Spanish version of the survey)
Out of 31 responses:
- 24 said at home
- 19 said via mobile devices
- 11 said at the library
- 1 does not have access

# Survey Takeaways

## Top 5 Types Preferred Information:

(In the English version of the survey)
- Breaking News
- Community Crime Alerts
- Community Events
- City Council Updates
- Changes and Updates in Local Laws

(In the Spanish version of the survey)
- Library Events
- Housing Information
- Community Events
- Safety/Emergency Preparedness Information
- City Volunteer and Employment opportunities

# Survey Takeaways

## Usefulness of Current Communication Methods

(In the English version of the survey)

**Most Useful**

- Articles in the local newspaper (The St. Helena Star)
- Updates by the City of St. Helena E-News
- Library E-Newsletter

**Useful**

- Water bill inserts
- St. Helena City Website

**Not very useful**

- City fliers around town
- Public Notice Boards

**Do not use**

- City's Facebook Page
- Channel 27
- Attending or watching the City Council or Commission meetings

# Survey Takeaways

## Usefulness of Current Communication Methods

(In the Spanish version of the survey)

**Most Useful**

- Articles in the local newspaper (The St. Helena Star)
- Updates by the City of St. Helena E-News
- Library E-Newsletter
- City fliers around town
- Public Notice Boards

**Useful**

- Channel 27
- St. Helena City Website
- City's Facebook Page
- Water bill inserts

**Do not use**

- Water bill insert
- Library E-Newsletter

*Less than 9% of survey takers answered the question about 'no usefulness'. The highest answers to this option were 2 people on the City's Facebook page.

# Survey Takeaways

## Preferred Current Survey Distribution Channels

(In the English version of the survey)

**In order of popularity. Out of 261 responses**

- Internet based surveys with 216 responses
- Mail delivered surveys with 65 responses
- Print surveys drop boxes in different locations around the city with 24 responses
- Print surveys available at high traffic local spots with 7 responses

(In the Spanish version of the survey)

**In order of popularity. Out of 24 responses**

- Print surveys drop boxes in different locations around the city with 11 responses
- Internet based surveys with 10 responses
- Mail delivered surveys with 9 responses
- Print surveys available at high traffic local spots with 8 responses

# Survey Takeaways

## Activities that Would Increase Engagement

(In the English version of the survey)
**In order of popularity. Out of 246 responses**
- Satisfied with their level of engagement: 100 responses
- Town Hall meetings: 97 responses
- Small community discussions: 84 responses
- Social media: 48 responses
- Study sessions: 34 responses

(In the Spanish version of the survey)
**In order of popularity. Out of 26 responses**
- Social media: 15 responses
- Satisfied with their level of engagement: 11 responses
- Small community discussions: 9 responses
- Study Sessions: 7 responses
- Town Hall meetings: 3 responses

# Additional Responses to other Activities that would Engage our Community

27 comments of 264 responses / Spanish Survey one response (included here)

-Some survey participants suggested a City's Twitter page for urgent news, public safety, alerts, and community events.

-City's website improvements like a City Community Calendar and updated information such as minutes, and more accessible links to City meeting recordings.

-Creating a 'community e-mail site' where residents can express needs, share ideas and suggestions, or concerns.

-Exploring 'online engagement systems' similar to what Yountville has. (e.g Nextdoor & SpeakUp)

# Additional Responses to other Activities that would Engage our Community

Continued…

-Hold a City column at the Star where the City Manager and Mayor can communicate with residents.

-In addition to sending news and updates to the Star, residents show interest in seeing meeting agendas in the newspaper as well, if possible.

-Post City news in the Star a minimum of two weeks before events, if possible.

-More community/library events and celebrations.

-Regular short surveys on key issues.

-More short community meetings and forums after work hours.

-Possibly creating a neighborhood engagement group or council.

# Survey Takeaways- Demographics

## Ages of Survey Participants

*Age classifications used in this survey match the same classifications used by the U.S. Census. Demographic questions are important in order to learn who is engaging with their local government and helps the City learn more about their community and audience.

- The majority of people that responded to this question on the English version of the survey are between the ages of 46 to 84.

(from 236 responses, 106 said to be 65 -84 years old and 96 said to be 46-64 years old. 14 survey takers skipped this question.)

- The majority of people that responded to this question on the Spanish version of the survey are between the ages of 19-45.

(from 28 responses, 10 said to between the ages of 19-32 years old and 10 said to be 33-45 years old. 2 survey takers skipped the question.)

# Survey Takeaways- Demographics

## Ethnicity of Survey Participants

Diverse ethnic groups are growing in the City of St. Helena, therefore it is important for us to learn which of those groups is engaging with the City through community surveys and which are not yet doing so. *The ethnic and language classifications used in this survey match the same classifications used by the U.S. Census.

**English version of the survey**
**Out of 244 responses (26 people skipped the question)**

- 210 said to be White, Non-Hispanic
- 20 said to be Hispanic
- 10 said to be of other ethnicities
- 3 said to be Asian, Non-Hispanic
- 1 said to be Black, Non-Hispanic

**Spanish version of the survey**
**Out of 27 responses (4 people skipped the question)**

- 27 said to be Hispanic

*No other ethnicities were marked in this question.

**The top 3 spoken languages in the homes of residents of St. Helena are:**

- English (201 responded in the English version/ 13 responded in the Spanish version)
- Spanish (19 responded in the English version/ 26 responded in the English version)
- Indo-European languages (19 English version)
- Other languages (12 English version)

# Optional Questions: Additional Information
# The community recommends in regard to communication:

Answered: 34 Skipped: 236 responses

-Use more utility bill inserts as a communication method.

-A need for more information about water use and conservation.

-More information, records, and updates available to the public through the City's website.

-More Mayor's Letters to the Editor.

-Community meeting agendas to be published in the St. Helena Star.

-Find ways to communicate with residents outside of City lines and with those that do not have access to internet or water bills.

-Hold community meetings outside of normal working hours.

-More community open discussions with Commissioners and Council members.


A special thank you to all residents who participated in this community communications survey and to all the local agencies and businesses that hosted our survey drop boxes.

Questions about the survey, email Mari Martinez, City of St. Helena Community Engagement Coordinator at mari@shpl.org or call at 707-963-522 ext 118

Item No: 7

Report to the City Council
Council Meeting of June 9, 2015

**Agenda Section:** **Consent Calendar**

**Subject:** **Consideration and proposed approval of a resolution renewing the Fire/Emergency Dispatch Services Agreement with Cal Fire for a period of July 1, 2015 through June 30, 2018 in the amount of $104,330**

**CEQA Status:** **Not a project**

**Prepared By:** **John Sorensen, Fire Chief**

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

## BACKGROUND

Cal Fire has provided dispatching services to the City of St. Helena's Fire Department for over fifty years. The current agreement between the City and Cal Fire expires on June 30, 2015. A three year successor agreement is proposed.

## DISCUSSION

The current contract between the City and Cal Fire provided for a **two-year** service term covering the period of July 1, 2013 through June 30, 2015, for the maximum amount of $58,572.83. The proposed agreement will provide for a **three-year** service term covering the period of July 1, 2015 through June 30, 2018, for a maximum amount of $104,330.

The current scope, outlined as follows, will remain identical under the proposed agreement:

> "Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three of more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents."

## FISCAL IMPACT

The City is billed for actual costs of fire protection services, which generally results in an invoice amount lower than the maximum amount stipulated in the agreement. Fiscal Year 14/15 estimated year-end costs are $19,031.03. Fiscal Year 13/14 costs were $18,596. Budgeted amounts are adjusted to reflect this discrepancy. The agreement provides for a 5% annual increase, and allows for a maximum total cost of $104,330.00, in fiscal year increments as follows:

| | |
|---|---|
| FY 15/16: | $33,094 |
| FY 16/17: | $34,749 |
| FY 17/18: | $36,487 |

## RECOMMENDED ACTION

Approve the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2015 through June 30, 2018 for a maximum of $104,330.00.

## ATTACHMENTS

1. Resolution No. 2015-
2. Cooperative Fire Programs Fire Protection Reimbursement Agreement

# CITY OF ST. HELENA

## RESOLUTION NO. 2015-____

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN AGREEMENT FOR FIRE/EMERGENCY DISPATCH SERVICES

### RECITALS

A. The City requires fire/emergency dispatch services; and

B. The current agreement for dispatch services expires on June 30, 2015; and

C. The Department of Forestry and Fire Protection/Cal Fire has the necessary expertise, experience, and qualifications to perform the functions.

### RESOLUTION

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

1. The City Council approves the Agreement with the Department of Forestry and Fire Protection/Cal Fire for the term of July 1, 2015 through June 30, 2018, for a maximum of $104,330.00.
2. The City Council authorizes the Mayor to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on June 9, 2015, by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED:

______________________
Alan Galbraith, Mayor

ATTEST:

______________________
Cindy Black, City Clerk

**COOPERATIVE FIRE PROGRAMS**
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**
LG-1 REV. 01/2015

| AGREEMENT NUMBER | 1CA02689 |
|---|---|
| REGISTRATION NUMBER: | |

1. This Agreement is entered into between the State Agency and the Local Agency named below:

STATE AGENCY'S NAME
California Department of Forestry and Fire Protection – (CAL FIRE)

LOCAL AGENCY'S NAME
City of St. Helena

2. The term of this Agreement is: July 1, 2015 through June 30, 2018

3. The maximum amount of this Agreement is: $ 104,330.00
One Hundred and Four Thousand, Three Hundred and Thirty Dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

| | | |
|---|---|---|
| Exhibit A – Scope of Work – Includes page 2 (contact page) in count for Exhibit A | 5 | pages |
| Exhibit B – Budget Detail and Payment Provisions | 2 | pages |
| Exhibit C – General Terms and Conditions | 6 | pages |
| Exhibit D – Additional Provisions | 5 | pages |
| Exhibit E – Description of Other Services | 0 | pages |

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**LOCAL AGENCY**

LOCAL AGENCY'S NAME
City of St. Helena

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Alan Galbraith, Mayor

ADDRESS
1480 Main Street, St. Helena, CA 94574

**STATE OF CALIFORNIA**

AGENCY NAME
California Department of Forestry and Fire Protection

BY *(Authorized Signature)*

DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
Phyllis Banducci, Assistant Deputy Director, Cooperative Fire Protection, Training & Safety

ADDRESS P.O. Box 944246, Sacramento, CA 94244-2460

***California Department of General Services Use Only***

**EXHIBIT A**
**COOPERATIVE FIRE PROGRAMS**
**FIRE PROTECTION REIMBURSEMENT AGREEMENT**

The project representatives during the term of this agreement will be:

| | | | |
|---|---|---|---|
| CAL FIRE Unit Chief: | LNU | Local Agency: | City of St. Helena |
| Name: | Scott Upton | Name: | Chief John Sorenson |
| Phone: | 707-967-1400 | Phone: | 707-486-2882 |
| Fax: | 707-967-1473 | Fax: | |

All required correspondence shall be sent through U.S. Postal Service by certified mail and directed to:

| | | | |
|---|---|---|---|
| CAL FIRE Unit Chief: | Scott Upton | Local Agency: | City of St. Helena |
| Section/Unit: | Sonoma-Lake-Napa | Section/Unit: | Fire Department |
| Attention: | Stacie McCambridge | Attention: | Chief John Sorenson |
| Address: | 1199 Big Tree Road<br>St. Helena, CA 94574 | Address: | 1480 Main Street<br>St. Helena, CA 94574 |
| Phone: | 707-967-1417 | Phone: | 707-486-2882 |
| Fax: | 707-967-1473 | Fax: | |

Send an additional copy of all correspondence to:

**CAL FIRE**
**Cooperative Fire Services**
**P.O. Box 944246**
**Sacramento, CA 94244-2460**

## AUTHORIZATION

As used herein, Director shall mean Director of CAL FIRE. This agreement, its terms and conditions are authorized under the Public Resources Code Sections 4141, 4142, 4143 and 4144, as applicable.

**EXHIBIT A**
**SCOPE OF WORK**

Under Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and fire suppression forces including the necessary equipment, personnel, and facilities required to prevent and extinguish forest fires.

The purpose of this agreement is to provide mutually advantageous fire and emergency services through an effective consolidated organization, wherein the STATE is primarily financially responsible for protecting natural resources from vegetation fires and the LOCAL AGENCY is primarily financially responsible for protecting life and property from fires and other emergencies. The LOCAL AGENCY shall have sole authority to establish the fire protection organization and structure needed to meet the determined level of service. This level of service may be based on the LOCAL AGENCY governing board's established fiscal parameters and assessment of risks and hazards. LOCAL AGENCY personnel providing services under this agreement may include any one or a combination of the following: regular employees, persons temporarily employed and commonly known as volunteers, paid-call firefighters, or others temporarily employed to perform any emergency work or emergency service including, but not limited to fire prevention, fire suppression and emergency medical response.

To comply with the STATE's mandate for full cost recovery of goods and services provided for others, the LOCAL AGENCY shall be responsible for all STATE costs, both direct and indirect, required to execute the terms of this agreement. These costs shall include, but not be limited to: required training and associated post coverage, employee uniform and Personal Protective Equipment (PPE) costs.

## 1. FIRE PROTECTION SERVICES TO BE PROVIDED BY THE STATE

STATE provides a modern, full service fire protection and emergency incident management agency that provides comprehensive fire protection and other emergency incident response. STATE designs regional fire protection solutions for urban and rural communities by efficiently utilizing all emergency protection resources. Regional solutions provide the most effective method of protecting the citizens of California at local, county and state levels.

Fire protection services to be provided by STATE under this agreement shall include the following: (check boxes below that apply)

☐ 1) Emergency Fire Protection, Medical and Rescue Response: services include commercial, residential, and wildland fire protection, prevention and investigation; hazardous materials incident response; emergency vehicle extrication; hazardous conditions response (flooding, downed power lines, earthquake, terrorist incident, etc.); emergency medical and rescue response; and public service assistance. Also included are management support services that include fire department administration, training and safety, personnel, finance and logistical support.

☐ 2) Basic Life Support Services: emergency medical technician (EMT) level emergency medical response providing first aid, basic life support (BLS), airway management, administration of oxygen, bleeding control, and life support system stabilization until patients are transported to the nearest emergency care facility.

☐ 3) Advanced Life Support Services: paramedic level emergency medical response providing early advanced airway management, intravenous drug therapy, and life support system stabilization until patients are transported to the nearest emergency care facility.

☒ 4) Dispatch Services: provide fire department 9-1-1 emergency dispatch by CAL FIRE Fire/Emergency Command Center (ECC). CAL FIRE will be responsible for fire/emergency dispatching emergency resource units covered under this agreement. The CAL FIRE ECC is staffed with a Battalion Chief, three or more Fire Captains and Communications Operators to provide 24/7 year-round coverage. There is always an officer of Captain rank or higher to serve as the shift supervisor and command officer. CAL FIRE uses an integrated Computer Aided Dispatch (CAD) system using the latest technology, to direct the closest available resources to all emergency incidents.

☐ 5) Fire Code Inspection, Prevention and Enforcement Services: CAL FIRE has staff Fire Inspectors serving under the direction of the LOCAL AGENCY Fire Marshal to provide services to the area covered by this agreement. Fire Code Enforcement will normally be available five days per week, with emergency or scheduled enforcement inspections available seven days per week. Fire Prevention and Investigation services will be provided by CAL FIRE Prevention Officers trained in arson, commercial, and wildland fire investigation. Officers are available by appointment for site visits and consultations. Officers are trained at CAL FIRE's Peace Officer Standard Training (POST) certified law enforcement training academy and they cooperate effectively with all local, state and federal law enforcement agencies.

☐ 6) Land Use/ Pre-Fire Planning Services – CAL FIRE staff will provide community land use planning, administration of Pre-Fire project work, including community outreach, development of community education programs, project quality control, maintenance of project records and submittal of progress reports, completion of required environmental documentation, acquisition of required permits and completion of other associated administrative duties.

☐ 7) Disaster planning services (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 8) Specific service descriptions and staffing coverage, by station (listed in Exhibit E, Description of Other Services, attached hereto and made a part of this agreement)

☐ 9) Extended Fire Protection Service Availability (Amador)

## 2. ADMINISTRATION

Under the requirements of California Public Resources Code Section 4114 and other provisions of law, STATE maintains fire prevention and firefighting services as outlined in Exhibit D, Schedule B of this agreement.

A. Director shall select and employ a Region Chief who shall, under the direction of the Director/Chief Deputy Director, manage all aspects of fire prevention and fire protection services and forestry-related programs.

B. Director will select and employ a Unit Chief who shall, under the supervision and direction of Director/Region Chief or a lawful representative, have charge of the organization described in Exhibit D, Schedules A, B and C included hereto and made a part of this agreement.

C. LOCAL AGENCY shall appoint the Unit Chief as the LOCAL AGENCY Fire Chief for all Emergency Fire Protection, Medical and Rescue Response Agreements, pursuant to applicable statutory authority. The Unit Chief may delegate this responsibility to qualified staff.

D. The Unit Chief may dispatch personnel and equipment listed in Exhibit D, Schedules A, B and C from the assigned station or location under guidelines established by LOCAL AGENCY and approved by STATE. Personnel and/or equipment listed in Exhibit D, Schedule B may be dispatched at the sole discretion of STATE.

E. The Unit Chief shall exercise professional judgment consistent with STATE policy and his or her employment by STATE in authorizing or making any assignments to emergencies and other responses, including assignments made in response to requests for mutual aid.

F. Except as may be otherwise provided for in this agreement, STATE shall not incur any obligation on the part of LOCAL AGENCY to pay for any labor, materials, supplies or services beyond the total set forth in the respective Exhibit D, Schedules A and C, as to the services to be rendered pursuant to each Schedule.

G. Nothing herein shall alter or amend or be construed to alter or amend any Collective Bargaining Agreement or Memorandum of Understanding between the State of California and its employees under the State Employer-Employee Relations Act.

**3. SUPPRESSION COST RECOVERY**

As provided in Health and Safety Code (H&SC) Section 13009, STATE may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using LOCAL AGENCY equipment and personnel under the terms of this agreement, STATE may, at the request of LOCAL AGENCY, bring such an action for collection of costs incurred by LOCAL AGENCY. In such a case LOCAL AGENCY appoints and designates STATE as its agent in said collection proceedings. In the event of recovery, STATE shall deduct fees and litigation costs in a proportional percentage amount based on verifiable and justifiable suppression costs for the fire at issue. These recovery costs are for services provided which are beyond the scope of those covered by the local government administrative fee.

In all such instances, STATE shall give timely notice of the possible application of H&SC Section 13009 to the representative designated by LOCAL AGENCY.

**4. MUTUAL AID**

When rendering mutual aid or assistance as authorized in H&SC Sections 13050 and 13054, STATE may, at the request of LOCAL AGENCY, demand payment of charges and seek reimbursement of LOCAL AGENCY costs for personnel, equipment and operating expenses as funded herein, under authority given by H&SC Sections 13051 and 13054. STATE, in seeking said reimbursement pursuant to such request of LOCAL AGENCY, shall represent LOCAL AGENCY by following the procedures set forth in H&SC Section 13052. Any recovery of LOCAL AGENCY costs, less expenses, shall be paid or credited to LOCAL AGENCY, as directed by LOCAL AGENCY.

In all such instances, STATE shall give timely notice of the possible application of H&SC Sections 13051 and 13054 to the officer designated by LOCAL AGENCY.

**5. PROPERTY PURCHASE AND ACCOUNTING**

LOCAL AGENCY shall be responsible for all costs associated with property required by personnel to carry out this agreement. Employee uniform costs will be assessed to the LOCAL AGENCY through the agreement billing process. Personal Protective Equipment (PPE) costs shall be the responsibility of the LOCAL AGENCY. By mutual agreement, PPE meeting the minimum specifications established by the STATE may be purchased directly by the LOCAL AGENCY. Alternately, the STATE will supply all PPE and the LOCAL AGENCY will be billed for costs incurred.

All property provided by LOCAL AGENCY and by STATE for the purpose of providing fire protection services shall be marked and accounted for by the Unit Chief in such a manner as to conform to the regulations, if any, established by the parties for the segregation, care, and use of the respective properties.

# EXHIBIT B
## BUDGET DETAIL AND PAYMENT PROVISIONS

### 1. PAYMENT FOR SERVICES

A. LOCAL AGENCY shall pay STATE actual cost for fire protection services pursuant to this agreement an amount not to exceed that set forth in Exhibit D, Schedule A for each fiscal year. STATE shall prepare an Exhibit D, Schedule A each year, which shall be the basis for payment for the entire fiscal year for which services are provided.

B. Any other funds designated by LOCAL AGENCY to be expended under the supervision of or for use by a Unit Chief for fire protection services shall be set forth in Exhibit D, Schedule C. This clause shall not limit the right of LOCAL AGENCY to make additional expenditures, whether under Exhibit D, Schedule C or otherwise.

C. STATE shall invoice LOCAL AGENCY for the cost of fire protection services on a quarterly basis as follows:

1) For actual services rendered by STATE during the period of July 1 through September 30, by an invoice filed with LOCAL AGENCY on or after December 10.

2) For actual services rendered by STATE during the period October 1 through December 31, by an invoice filed with LOCAL AGENCY on or after December 31.

3) For actual services rendered by STATE during the period January 1 through March 31, by an invoice filed with LOCAL AGENCY on or after March 31.

4) For the estimated cost of services during the period April 1 through June 30, by an invoice filed in advance with LOCAL AGENCY on or after March 1.

5) A final statement shall be filed with LOCAL AGENCY by October 1 following the close of the fiscal year, reconciling the payments made by LOCAL AGENCY with the cost of the actual services rendered by STATE and including any other costs as provided herein, giving credit for all payments made by LOCAL AGENCY and claiming the balance due to STATE, if any, or refunding to LOCAL AGENCY the amount of any overpayment.

6) All payments by LOCAL AGENCY shall be made within thirty (30) days of receipt of invoice from STATE, or within thirty (30) days after the filing dates specified above, whichever is later.

7) The STATE reserves the right to adjust the frequency of billing and payment to a monthly cycle with a thirty (30) day written notice to the LOCAL AGENCY when:

   a. The Director predicts a cash flow shortage, or

   b. When determined by the Region Chief, after consulting with the Unit Chief and the LOCAL AGENCY Contract Administrator, that the LOCAL AGENCY may not have the financial ability to support the contract at the contract level.

D. Invoices shall include actual or estimated costs as provided herein of salaries and employee benefits for those personnel employed, charges for operating expenses and equipment and the administrative charge in accordance with Exhibit D, Schedule A. When "contractual rates" are indicated, the rate shall be based on an average salary plus all benefits. "Contractual rates" means an all-inclusive rate established in Exhibit

D, Schedule A for total costs to STATE, per specified position, for 24-hour fire protection services during the period covered.

E. STATE shall credit the LOCAL AGENCY, or cover behind at no cost, for the costs of Non-post (e.g. Fire Marshal, Training Officer, etc.) positions and equipment assigned to STATE responsibility fires or other STATE funded emergency incidents. The STATE shall notify the LOCAL AGENCY when this occurs.

## 2. COST OF OPERATING AND MAINTAINING EQUIPMENT AND PROPERTY

The cost of maintaining, operating, and replacing any and all property and equipment, real or personal, furnished by the parties hereto for fire protection purposes, shall be borne by the party owning or furnishing such property or equipment unless otherwise provided for herein or by separate written agreement.

## 3. BUDGET CONTINGENCY CLAUSE

A. If the LOCAL AGENCY's governing authority does not appropriate sufficient funds for the current year or any subsequent years covered under this Agreement, which results in an inability to pay the STATE for the services specified in this Agreement, the LOCAL AGENCY shall promptly notify the STATE and this Agreement will terminate pursuant to the notice periods required herein.

B. If funding for any fiscal year is reduced or deleted by the LOCAL AGENCY for purposes of this program, the LOCAL AGENCY shall promptly notify the STATE, and the STATE shall have the option to either cancel this Agreement with no liability occurring to the STATE, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced amount, pursuant to the notice terms herein.

C. If the STATE Budget Act does not appropriate sufficient funds to provide the services for the current year or any subsequent years covered under this Agreement, which results in an inability to provide the services specified in this Agreement to the LOCAL AGENCY, the STATE shall promptly notify the LOCAL AGENCY, and this Agreement will terminate pursuant to the notice periods required herein.

D. If funding for any fiscal year is reduced or deleted by the STATE Budget Act for purposes of this program, the STATE shall promptly notify the LOCAL AGENCY, and the LOCAL AGENCY shall have the option to either cancel this Agreement with no liability occurring to the LOCAL AGENCY, or offer an agreement amendment to LOCAL AGENCY to reflect the reduced services, pursuant to the notice terms herein.

E. Notwithstanding the foregoing provisions in paragraphs A and B above, the LOCAL AGENCY shall remain responsible for payment for all services actually rendered by the STATE under this Agreement regardless of LOCAL AGENCY funding being reduced, deleted or not otherwise appropriated for this program. The LOCAL AGENCY shall promptly notify the STATE in writing of any budgetary changes that would impact this Agreement.

F. LOCAL AGENCY and STATE agree that this Budget Contingency Clause shall not relieve or excuse either party from its obligation(s) to provide timely notice as may be required elsewhere in this Agreement.

# EXHIBIT C
## GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. STATE will not commence performance until such approval has been obtained.

2. **AMENDMENT**: This agreement may be amended by mutual consent of LOCAL AGENCY and STATE. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

   If during the term of this agreement LOCAL AGENCY shall desire a reduction in STATE civil service employees assigned to the organization provided for in Exhibit D, Schedule A, LOCAL AGENCY shall provide 120 days written notice of the requested reduction. Notification shall include the following: (1) The total amount of reduction; (2) The firm effective date of the reduction; and (3) The number of employees, by classification, affected by a reduction. If such notice is not provided, LOCAL AGENCY shall reimburse STATE for relocation costs incurred by STATE as a result of the reduction. Personnel reductions resulting solely from an increase in STATE employee salaries or STATE expenses occurring after signing this agreement and set forth in Exhibit D, Schedule A to this agreement shall not be subject to relocation expense reimbursement by LOCAL AGENCY.

   If during the term of this agreement costs to LOCAL AGENCY set forth in any Exhibit D, Schedule A to this agreement increase and LOCAL AGENCY, in its sole discretion, determines it cannot meet such increase without reducing services provided by STATE, LOCAL AGENCY shall within one hundred twenty (120) days of receipt of such Schedule notify STATE and designate which adjustments shall be made to bring costs to the necessary level. If such designation is not received by STATE within the period specified, STATE shall reduce services in its sole discretion to permit continued operation within available funds.

3. **ASSIGNMENT**: This Agreement is not assignable by the LOCAL AGENCY either in whole or in part, without the consent of the STATE in the form of a formal written amendment.

4. **EXTENSION OF AGREEMENT**:

   A. One year prior to the date of expiration of this agreement, LOCAL AGENCY shall give STATE written notice of whether LOCAL AGENCY will extend or enter into a new agreement with STATE for fire protection services and, if so, whether LOCAL AGENCY intends to change the level of fire protection services from that provided by this agreement. If this agreement is executed with less than one year remaining on the term of the agreement, LOCAL AGENCY shall provide this written notice at the time it signs the agreement and the one year notice requirement shall not apply.

   B. If LOCAL AGENCY fails to provide the notice, as defined above in (A), STATE shall have the option to extend this agreement for a period of up to one year from the original termination date and to continue providing services at the same or reduced level as STATE determines would be appropriate during the extended period of this agreement. Six months prior to the date of expiration of this agreement, or any extension hereof, STATE shall give written notice to LOCAL AGENCY of any extension of this agreement and any change in the level of fire protection services STATE will provide during the extended period of this agreement. Services provided and obligations incurred by STATE during an extended period shall be accepted by LOCAL AGENCY as services and obligations under the terms of this agreement.

C. The cost of services provided by STATE during the extended period shall be based upon the amounts that would have been charged LOCAL AGENCY during the fiscal year in which the extended period falls had the agreement been extended pursuant hereto. Payment by LOCAL AGENCY for services rendered by STATE during the extended period shall be as provided in Exhibit B, Section 1, B of this agreement.

5. **AUDIT**: STATE, including the Department of General Services and the Bureau of State Audits, and LOCAL AGENCY agree that their designated representative shall have the right to review and to copy any records and supporting documentation of the other party hereto, pertaining to the performance of this agreement. STATE and LOCAL AGENCY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) of the other party access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. STATE and LOCAL AGENCY agree to a similar right to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

6. **INDEMNIFICATION**: Each party, to the extent permitted by law, agrees to indemnify, defend and save harmless the other party, its officers, agents and employees from (1) any and all claims for economic losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work services, materials or supplies to that party and (2) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by that party, in the performance of any activities of that party under this agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the other party or from acts not within the scope of duties to be performed pursuant to this agreement; and (3) each party shall be responsible for any and all claims that may arise from the behavior and/or performance of its respective employees during and in the course of their employment to this cooperative agreement.

7. **DISPUTES**: LOCAL AGENCY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of LOCAL AGENCY, be available for contract resolution or policy intervention with the STATE's Region Chief when, upon determination by the designated STATE representative, the Unit Chief acting as LOCAL AGENCY's Fire Chief under this agreement faces a situation in which a decision to serve the interest of LOCAL AGENCY has the potential to conflict with STATE interest or policy. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time by the LOCAL AGENCY and STATE employees normally responsible for the administration of this agreement shall be brought to the attention of the CAL FIRE Director or designee and the Chief Executive Officer (or designated representative) of the LOCAL AGENCY for joint resolution. For purposes of this provision, a "reasonable period of time" shall be ten (10) calendar days or less. STATE and LOCAL AGENCY agree to continue with the responsibilities under this Agreement during any dispute.

8. **TERMINATION FOR CAUSE/CANCELLATION**:

A. If LOCAL AGENCY fails to remit payments in accordance with any part of this agreement, STATE may terminate this agreement and all related services upon 60 days written notice to LOCAL AGENCY. Termination of this agreement does not relieve LOCAL AGENCY from providing STATE full compensation in accordance with terms of this agreement for services actually rendered by STATE pursuant to this agreement.

B. This agreement may be cancelled at the option of either STATE or LOCAL AGENCY at any time during its term, with or without cause, on giving one year's written notice to the other party. Either LOCAL AGENCY or STATE electing to cancel this agreement shall give one year's written notice to the other party prior to cancellation.

9. **INDEPENDENT CONTRACTOR**: Unless otherwise provided in this agreement LOCAL AGENCY and the agents and employees of LOCAL AGENCY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the STATE.

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this agreement, LOCAL AGENCY shall be an equal opportunity employer and shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS) mental disability, medical condition (e.g.cancer), age (over 40), marital status, denial of family care leave, veteran status, sexual orientation, and sexual identity. LOCAL AGENCY shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. LOCAL AGENCY shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. LOCAL AGENCY shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

    In addition, LOCAL AGENCY acknowledges that it has obligations relating to ethics, Equal Employment Opportunity (EEO), the Fire Fighter's Bill of Rights Act (FFBOR), and the Peace Officer's Bill of Rights Act (POBOR). LOCAL AGENCY shall ensure that its employees comply with all the legal obligations relating to these areas. LOCAL AGENCY shall ensure that its employees are provided appropriate training.

11. **TIMELINESS**: Time is of the essence in the performance of this agreement.

12. **COMPENSATION**: The consideration to be paid STATE, as provided herein, shall be in compensation for all of STATE's expenses incurred in the performance hereof, including travel, per Diem, and taxes, unless otherwise expressly so provided.

13. **GOVERNING LAW**: This agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

14. **CHILD SUPPORT COMPLIANCE ACT**: "For any Agreement in excess of $100,000, the LOCAL AGENCY acknowledges in accordance with Public Contract Code 7110, that:

    A. The LOCAL AGENCY recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    B. The LOCAL AGENCY, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

15. **UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

16. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

    The STATE and LOCAL AGENCY have a responsibility to comply with the provisions of the 1996 Federal Health Insurance Portability and Accountability Act (HIPAA) and the 2001 State Health Insurance Portability and Accountability Implementation Act. HIPAA provisions become applicable once the association and relationships of the health care providers are determined by the LOCAL AGENCY. It is the LOCAL AGENCY'S responsibility to determine their status as a "covered entity" and the relationships of personnel as "health care providers", "health care clearinghouse", "hybrid entities", business associates", or "trading partners". STATE personnel assigned to fill the LOCAL AGENCY'S positions within this Agreement, and their supervisors, may fall under the requirements of HIPAA based on the LOCAL AGENCY'S status. It is the LOCAL AGENCY'S responsibility to identify, notify, train, and provide all necessary policy and procedures to the STATE personnel that fall under HIPAA requirements so that they can comply with the required security and privacy standards of the act.

17. **LIABILITY INSURANCE**

    The STATE and LOCAL AGENCY shall each provide proof of insurance in a form acceptable to the other party at no cost one to the other, to cover all services provided and use of local government facilities covered by this agreement. If LOCAL AGENCY is insured and/or self-insured in whole or in part for any losses, LOCAL AGENCY shall provide a completed Certification of Self Insurance (Exhibit D, Schedule E) or certificate of insurance, executed by a duly authorized officer of LOCAL AGENCY. Upon request of LOCAL AGENCY the STATE shall provide a letter from DGS, Office Risk and Insurance Management executed by a duly authorized officer of STATE. If commercially insured in whole or in part, a certificate of such coverage executed by the insurer or its authorized representative shall be provided.

    Said commercial insurance or self-insurance coverage of the LOCAL AGENCY shall include the following:

    A. Fire protection and emergency services - Any commercial insurance shall provide at least general liability for $5,000,000 combined single limit per occurrence.

    B. Dispatch services – Any commercial insurance shall provide at least general liability for $1,000,000 combined single limit per occurrence.

    C. The CAL FIRE, State of California, its officers, agents, employees, and servants are included as additional insured's for purposes of this contract.

    D. The STATE shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed on page 2 of this agreement.

18. **WORKERS COMPENSATION**: (only applies where local government employees/volunteers are supervised by CAL FIRE, as listed in Exhibit D Schedule C. STATE contract employees' workers compensation is included as part of the contract personnel benefit rate).

    A. Workers' Compensation and related benefits for those persons, whose use or employment is contemplated herein, shall be provided in the manner prescribed by California Labor Codes, State Interagency Agreements and other related laws, rules, insurance policies, collective bargaining agreements, and memorandums of understanding.

B. The STATE Unit Chief administering the organization provided for in this agreement shall not use, dispatch or direct any non STATE employees, on any work which is deemed to be the responsibility of LOCAL AGENCY, unless and until LOCAL AGENCY provides for Workers' Compensation benefits at no cost to STATE. In the event STATE is held liable, in whole or in part, for the payment of any Worker's Compensation claim or award arising from the injury or death of any such worker, LOCAL AGENCY agrees to compensate STATE for the full amount of such liability.

C. The STATE /LOCAL AGENCY shall receive proof of Worker's Compensation coverage and shall be notified of any cancellation and change of coverage at the addresses listed in Section 1.

19. **CONFLICT OF INTEREST**: LOCAL AGENCY needs to be aware of the following provisions regarding current or former state employees. If LOCAL AGENCY has any questions on the status of any person rendering services or involved with the Agreement, the STATE must be contacted immediately for clarification.

Current State Employees (Public Contract Code §10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If LOCAL AGENCY violates any provisions of above paragraphs, such action by LOCAL AGENCY shall render this Agreement void. (Public Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contract Code §10430 (e))

20. **LABOR CODE/WORKERS' COMPENSATION**: LOCAL AGENCY needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and LOCAL AGENCY affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

21. **AMERICANS WITH DISABILITIES ACT**: LOCAL AGENCY assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the

basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

22. **LOCAL AGENCY NAME CHANGE**: An amendment is required to change the LOCAL AGENCY'S name as listed on this Agreement. Upon receipt of legal documentation of the name change the STATE will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

23. **RESOLUTION**: A county, city, district, or other local public body must provide the STATE with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

24. **AIR OR WATER POLLUTION VIOLATION**: Under the State laws, the LOCAL AGENCY shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

25. **ENTIRE AGREEMENT**: This agreement contains the whole agreement between the Parties. It cancels and supersedes any previous agreement for the same or similar services.

**EXHIBIT D**
**ADDITIONAL PROVISIONS**

EXCISE TAX: State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. STATE will pay any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. The STATE may pay any applicable sales and use tax imposed by another state.

**Schedules**

The following Schedules are included as part of this agreement (check boxes if they apply):

☒ **A. Fiscal Display, PRC 4142 AND/OR PRC 4144** - STATE provided LOCAL AGENCY funded fire protection services. STATE-owned vehicles shall be operated and maintained in accordance with policies of STATE at rates listed in Exhibit D, Schedule A.

☐ **B. STATE Funded Resource** - A listing of personnel, crews and major facilities of the STATE overlapping or adjacent to the local agency area that may form a reciprocal part of this agreement.

☐ **C. LOCAL AGENCY Provided Local Funded Resources** - A listing of services, personnel, equipment and expenses, which are paid directly by the local agency, but which are under the supervision of the Unit Chief.

☐ **D. LOCAL AGENCY Owned STATE Maintained Vehicles** - Vehicle information pertaining to maintenance responsibilities and procedures for local agency-owned vehicles that may be a part of the agreement.

LOCAL AGENCY-owned firefighting vehicles shall meet and be maintained to meet minimum safety standards set forth in Title 49, Code of Federal Regulations; and Titles 8 and 13, California Code of Regulations.

LOCAL AGENCY-owned vehicles that are furnished to the STATE shall be maintained and operated in accordance to LOCAL AGENCY policies. In the event LOCAL AGENCY does not have such policies, LOCAL AGENCY-owned vehicles shall be maintained and operated in accordance with STATE policies. The cost of said vehicle maintenance and operation shall be at actual cost or at rates listed in Exhibit D, Schedule D.

Exhibit D, Schedule D is incorporated into this section if LOCAL AGENCY-owned vehicles listed in Exhibit D, Schedule D are to be operated, maintained, and repaired by STATE.

LOCAL AGENCY assumes full responsibility for all liabilities associated therewith in accordance with California Vehicle Code Sections 17000, 17001 et seq. STATE employees operating LOCAL AGENCY-owned vehicles shall be deemed employees of LOCAL AGENCY, as defined in Vehicle Code Section 17000. Except where LOCAL AGENCY would have no duty to indemnify STATE under Exhibit C, Section 6 for all LOCAL AGENCY-owned vehicles operated or used by employees of STATE under this agreement.

LOCAL AGENCY employees, who are under the supervision of the Unit Chief and operating STATE-owned motor vehicles, as a part of the duties and in connection with fire protection and other emergency services, shall be deemed employees of STATE, as defined in Vehicle Code Section 17000 for acts or omissions in the use of such vehicles. Except where STATE would have no duty to indemnify LOCAL AGENCY under Exhibit C, Section 6.

E. **Certification of Insurance** - Provider Insurance Certification and/or proof of self-insurance.

# Exhibit D, Schedule A
## Fiscal Year 2015 / 2016

Fiscal Year: 15/16
Index: 1400
PCA: 17302
PRC: [illegible] 4142
Comments:

| Sub Total: | $26,281 |
|---|---|
| Admin: | $3,309 |
| Total: | $29,590 |

Contract Name: City of St. Helena
Contract No.: [illegible]
Page No.:

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2015 between "*City of St. Helena*" and The California Department of Forestry and Fire Protection (CAL FIRE)

| Number of Positions | Classification/ad-ons (Pick From List) | RET. | Period | Salary Months | Salary Rate | Total Salary | EDWC Rate | EDWC Periods | Total EDWC | Salary Benefits | FFI UI | EDWC Benefits | Total Salary & EDWC | Total Position Cost |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | Communications Operator, Range B | SAF | 7/1 to 6/30 | 3 | $4,699 | $14,097 | | | | $8,722 | | | $22,819 | $26,281 |
| 1 | Overtime | | 7/1 to 6/30 | 72 | $41 | $2,952 | | | | $43 | | | $2,995 | |
| 1 | Night-Shift Pay Differential | | 7/1 to 6/30 | 3 | $86 | $258 | | | | $210 | | | $468 | |

FY 15/16

# Exhibit D, Schedule A
## Fiscal Year 2015/16

Fiscal Year: 15/16
Index: 1400
PCA: 17302
PRC: 4142

| | |
|---|---|
| Uniform Benefits | $0 |
| Sub Total | $3,113 |
| Admin | $392 |
| Total | $3,504 |

Contract Name: City of St. Helena
Contract No: 1CA02889
Page No. 18

Comments

This is a Schedule A - 4142 of the Cooperative Agreement, dated July 1, 2015 between "City of St. Helena" and The California Department of Forestry and Fire Protection (CAL FIRE)

| | | | | | | 40.60% | |
|---|---|---|---|---|---|---|---|
| Category (Pick from List) | Details | Number | Months | Rate | Sub-Total | Uniform Benefits | Total |
| UNIFORM ALLOWANCE (No Benefits) | | 1.00 | 3.00 | $ 37.50 | $ 113 | | $ 113 |
| UTILITIES | | 1.00 | 12.00 | $ 150.00 | $ 1,800 | | $ 1,800 |
| GENERAL EXPENSE | | 1.00 | 12.00 | $ 100.00 | $ 1,200 | | $ 1,200 |

## EXHIBIT D, SCHEDULE E

This is Schedule E of Cooperative Agreement originally dated July 1, 2015 by and between the CAL FIRE of the State of California and LOCAL AGENCY

NAME OF LOCAL AGENCY: **City of St Helena**

The CAL FIRE, State of California and its officers, agents, employees, and servants are included as additional insureds for the purposes of this contract. The State shall receive thirty (30) days prior written notice of any cancellation or change to the policy at the addresses listed in LG1, Page 2.

**FISCAL YEAR: 15/16 through 17/18**

### SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR TORT LIABILITY

This is to certify that LOCAL AGENCY has elected to be self-insured under the self-insurance provision provided in Exhibit C, Section 17.

By: ______________________ Signature     ______________________ Printed Name

______________________ Title     ______________________ Date

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### SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR WORKER'S COMPENSATION BENEFITS

This is to certify that LOCAL AGENCY has elected to be self-insured for Workers' Compensation benefits which comply with Labor Code Section 3700 as provided in Exhibit C, Section 17.

By: ______________________ Signature     ______________________ Printed Name

______________________ Title     ______________________ Date

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### SELF-INSURANCE CERTIFICATION BY LOCAL AGENCY FOR LOCAL AGENCY-OWNED VEHICLES

This is to certify that LOCAL AGENCY has elected to be self-insured for local agency-owned vehicles under the self-insurance provision provided in Exhibit D, Schedule D.

By: ______________________ Signature     ______________________ Printed Name

______________________ Title     ______________________ Date

**NAPA COUNTY AGREEMENT NO.** 7009
**CITY OF ST. HELENA AGREEMENT NO.______**

**PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into as of this first day of July, 2012, by and between the CITY OF ST. HELENA, a municipal corporation, hereinafter referred to as "CITY", and NAPA COUNTY a political subdivision of the State of California, hereinafter referred to as "COUNTY";

**RECITALS**

**WHEREAS,** portions of the unincorporated area of COUNTY surround the territory within the incorporated city limits of CITY; and

**WHEREAS,** COUNTY's Fire Department (hereinafter referred to as "NCFD") desires to contract with CITY as a component of NCFD's standard response plan to provide first responder services in the unincorporated area of COUNTY surrounding the CITY, identified in the map attached hereto as Exhibit "C" and incorporated by reference herein, and COUNTY will provide backfill services within the CITY limits, as well as equipment maintenance service to CITY; and

**WHEREAS,** CITY and COUNTY each desire to provide the other with requested services and seek to enter into this Agreement to perform same: and

**WHEREAS,** both the CITY and COUNTY have the authority under Government Code section 55632 to enter into this Agreement for fire protection and suppression and related emergency response services: and

**TERMS**

**NOW, THEREFORE,** COUNTY and CITY mutually agree as follows:

1. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire on June 30, 2013, unless terminated earlier in accordance with Paragraphs 8 (Termination for Cause), 9 (Other Termination) or 21(a) (Covenant of No Undisclosed Conflict); except that the obligations of the parties under Paragraphs 6 (Insurance) and 78 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CITY to COUNTY shall also continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 13 (Confidentiality), 18 (Taxes) and 19 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. Such notice of nonrenewal may be given on behalf of COUNTY by the Napa County Executive Officer or designee thereof. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

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**Item No: 8**

Report to the City Council
Council Meeting June 9, 2015

**Agenda Section:** **Consent Calendar**

**Subject:** **Consideration of a proposed resolution approving a Contract in the amount of $40,000 with Zambelli Fireworks for a City-Sponsored Firework Show located at Crane Park on July 4, 2015**

**CEQA Status:** **This item has been determined to be exempt from CEQA under Section 15061. (3) as it has no potential to impact the environment**

**Prepared By:** **Haidi Arias, Recreation Director**

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

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## BACKGROUND

For the past 18 years a world-class fireworks show has been provided and produced at no cost to the City or citizens by three local winery families located on the south end of town: Martini Winery, Trinchero/Sutter Home and Prager Port Works. 2013 was the last year the three families provided the show. In 2014, the St. Helena Chamber of Commerce spearheaded a citizens committee to ensure the tradition continued. The City participated in the 2014 show by having Councilmember White and Jennifer Baker serve on the Committee. The group, in a short amount of time, raised $50,000 to fund the show, produce the show with Zambelli fireworks company, and coordinate logistics with the City Fire Department, the City Public Works Department and the neighbors to ensure the show was done professionally and with as little issues as possible.

In 2014 the Committee raised $50,000 and spent a total of $45,000. Currently, there is $5,000 seed money that the group will contribute toward the 2015 show.

## DISCUSSION

The Recreation Department has partnered with the St. Helena Chamber of Commerce and the Parks and Recreation Commission to help organize this year's Firework Show. We are looking forward to working once again with Zambelli Fireworks who has been producing the show for over 19 years.

The Zambelli Fireworks proposal includes a manually fired show that will last approximately 15 – 18 minutes with a total of 1500 elements fired. Zambelli will provide licensed pyrotechnic operators, insurance coverage, and obtain the necessary City permit(s) for the show. The insurance coverage limits has been reviewed by the Finance Department and City Attorney and have been found to the meet the threshold recommended for fireworks display productions.

This year, the Parks and Recreation Department will work seamlessly to coordinate event set-up on the day of the show. The City will also provide security for the show utilizing Police and Fire Department representatives, a security company, and City staff to monitor the set-up and fallout areas for the show.

To date $20,000.00 has been fundraised for the show. This amount is the same as the St. Helena Chamber was last year in June 2014 in their fundraising efforts.

**FISCAL IMPACT**

Fireworks show will be funded 100% from fundraising efforts organized by the St. Helena Chamber of Commerce and the Parks and Recreation Commissioners.

**RECOMMENDED ACTION**

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute the Professional Services Agreement with Zambelli Fireworks in the amount of $40,000.00 for the City-sponsored July 4, 2015 fireworks show.

**ATTACHMENTS**

1. Attachment A – Professional Services Agreement
2. Attachment B – Resolution No. 2015-_______

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on June 9, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Zambelli Fireworks (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Independence Day Fireworks Celebration.

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 set forth in **Exhibit A, "Scope of Services"** and made part of this Agreement.

## SECTION 2 – ADDITIONAL SERVICES

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

## SECTION 3 – TIME FOR COMPLETION

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

## SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Scope of Services", attached hereto and made a part hereof. Total compensation shall not exceed $40,000, unless additional compensation is approved in accordance with Section 2.

B. Consultant 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 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 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 Consultant.

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

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 work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's 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 Consultant's 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 Consultant'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

Consultant 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 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. Excess Limits. If Zambelli maintains higher limits than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Zambelli. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

D. Primary Coverage. For any claims related to this contract Zambelli's insurance coverage shall be primary insurance as respects to City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of Zambelli's insurance and shall not contribute with it.

E. 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.

F. 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.

G. 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.

H. 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.

I. 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. 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 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 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 contactor 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 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 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 work 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 WORK

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 contract, 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 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 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 work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant 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<br>1480 Main Street<br>St. Helena, California 94574 |
| To Consultant: | Zambelli Fireworks<br>PO Box 986<br>Shafter, CA 93263 |

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 work 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 work 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 work 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 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.

| Consultant: | City: |
|---|---|
| By: ______________________________ | By: ______________________ |
| Name: ____________________________ | Name: Jennifer Phillips |
| Title: _____________________________ | Title: City Manager |

Approved as to Form:

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

Exhibit A

Zambelli
FIREWORKS

## FIREWORKS PROPOSAL

# City of St Helena
# Fourth of July
# Fireworks Celebration

**Show Date: July 4, 2015**

**Show Budget Options:** **$40,000** (an all inclusive show budget).

**Insurance Liability Coverage:** $10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

**State Local and Federal Permits:** Zambelli Fireworks will secure all necessary state, local and federal permits / required licenses.

**Transportation Liability Coverage:** $5 Million dollars as required by United States Department of Transportation. (DOT)

**Workers Compensation:** Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of California

**Fire Protection:** Zambelli will assist to provide site security and make arrangements with the Authorities Having Jurisdiction.

**Transportation:** Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

**Personnel:** Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

**Safety Procedures:** Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

**Zambelli**
FIREWORKS

# SYNOPSIS FOR A 15 TO 18 MINUTE DISPLAY

## ALL INCLUSIVE PACAKGE PRICE $40,000

| SHELL DESCRIPTION | QUANTITY |
|---|---|
| **OPENING BARRAGE** | |
| Three Inch Assorted Color & Salute Finale Display Shells | 40 |
| Three Inch Color Finale Display Shells | 20 |
| **TOTAL NUMBER OF SHELLS IN OPENING** | **60** |
| **MAIN BODY OF PROGRAM** | |
| Three Inch Zambelli Floral Pattern Shells | 150 |
| Three Inch Zambelli Specialty Shells | 150 |
| Three Inch Zambelli Duration/Lingering Effect Shells | 150 |
| Three Inch Multi-Break Effect Shells | 150 |
| Three Inch Palm, Dahlia & Chrysanthemum Multi-Effect Shells | 150 |
| Three Inch Tourbillion & Serpent Effect Shells | 150 |
| **TOTAL NUMBER OF FOUR INCH SHELLS** | **900** |
| **ZAMBELLI GRAND FINALE** | |
| Three Inch Assorted Color Finale Display Shells | 180 |
| Three Inch Zambelli Specialty Finale Shells | 180 |
| Three Inch Titanium Salute Report Shells | 180 |
| **TOTAL NUMBER OF GRAND FINALE SHELLS** | **540** |

## TOTAL NUMBER OF SHELLS IN THE DISPLAY 1500

| DEVICE DESCRIPTION | QUANTITY SHOTS |
|---|---|

**ZAMBELLI MULTI SHOT DEVICES (CAKES)**

**Quantity two each:**

| | |
|---|---|
| 35 Shot Fan Effect Thunder Tourbillions w/Mines | 70 |
| 35 Shot Fan Effect Rainbow Dahlias w/Assorted Colored Tails | 70 |
| 35 Shot Fan Effect Variegated Moons w/Titanium Reports and Tail | 70 |
| 35 Shot Fan Effect Gold Brocade Waterfalls w/Gold Tails | 70 |
| 35 Shot Fan Effect Green and Purple Moon Fan Box w/Green Tail | 70 |
| 35 Shot Fan Effect Variegated Waterfall Fan Box | 70 |
| 35 Shot Fan Effect Rainbow Crossettes w/Assorted Color Tails Fan Box | 70 |
| 35 Shot Fan Effect Bright Popping Flowers w/Silver Tails Fan Box | 70 |
| 35 Shot Fan Effect Red to Green Crossettes with Red Tails | 70 |
| 35 Shot Fan Effect Gold Twinkling Kamuros | 70 |

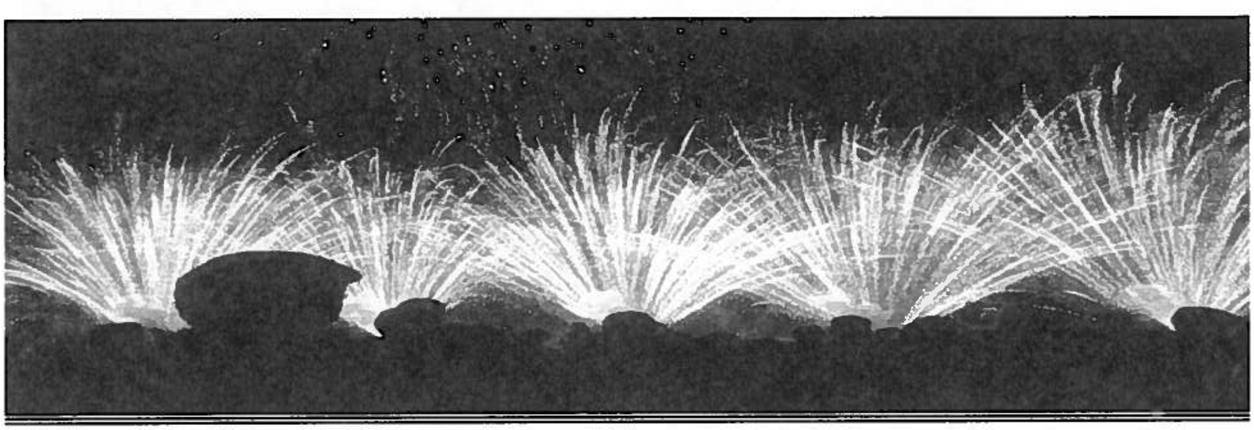
**CONTINUED ON NEXT PAGE:**

Zambelli
FIREWORKS

| | |
|---|---|
| **Quantity two each:** | |
| 49 Shot Moons w/Titanium Reports and Tail | 98 |
| 49 Shot Super Brocade w/Gold Tails Fan Box | 98 |
| 49 Shot Silver Crossettes w/Silver Tails Fan Box | 98 |
| 49 Shot Assorted Color Crossettes w/Assorted Color Tails Fan Box | 98 |
| 49 Shot Colorful Flowers w/Silver Tails Fan Box | 98 |
| 49 Shot Variegated Chrysanthemum w/Palm and Silver Tails Fan Box | 98 |
| 49 Shot Thunder Tourbillions w/Red and Blue Mines Fan Box | 98 |
| 49 Shot Green to Purple Moons w/Reports and Tail Fan Box | 98 |
| 49 Shot Silver to Gold Crossettes w/Silver Tails Fan Box | 98 |
| 49 Shot Crackling Palm Trees w/Silver Tails Fan Box | 98 |
| **Quantity five each:** | |
| 100 Shot Variegated Chrysanthemum w/Palm and Silver Tails | 500 |
| 100 Shot Red Crackling and Green Glittering w/Purple Mines | 500 |
| 100 Shot Silver Crackling Flowers w/Silver Tails | 500 |
| 100 Shot Brocade Crown w/Brocade Tail | 500 |
| 100 Shot Silver Bees | 500 |
| 100 Shot Loud Hammer Box | 500 |
| **Quantity six each:** | |
| 300 Shot Finale Box | 1800 |
| **Quantity three each:** | |
| 400 Shot V-Shaped Assorted Comet Stars | 1200 |
| 408 Shot Z-Shaped Assorted Color Pearls | 1224 |

## Total Multi Device Shots 8904

## Total Multi Shots and Shells in Display <u>10,404</u>



# Zambelli
FIREWORKS

**For the State of California, a separate certificate for workman's compensation will be issued**

ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER Allied Specialty Insurance, Inc<br>10451 Gulf Boulevard<br>Treasure Island, FL 33706-4814<br>1-800-237-3355 | CONTACT NAME:<br>PHONE (A/C, No, Ext): FAX (A/C, No):<br>E-MAIL ADDRESS: |
| | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: T.H.E. Insurance Company — 12866 |
| INSURED Zambelli Fireworks Mfg Co.,<br>dba: Zambelli Fireworks Internationale, etal<br>20 South Mercer Street<br>New Castle, PA 16101 | INSURER B<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F |

COVERAGES　　CERTIFICATE NUMBER:　　REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLIC ES OF INSURANCE LISTED BELOW HAVE BEEN SSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND COND TIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC | | | CPP0103167-01 | 02/01/2014 | 02/01/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS　SCHEDULED AUTOS<br>X HIRED AUTOS　X NON-OWNED AUTOS | | | CPP0103167-01 | 02/01/2014 | 02/01/2015 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB　CLAIMS-MADE<br>DED　RETENTION $ | | | ELP0011081-01 | 02/01/2014 | 02/01/2015 | EACH OCCURRENCE<br>AGGREGATE | $ 9,000,000<br>$ 9,000,000<br>$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC144355 | 02/01/2014 | 02/01 2015 | X WC STATU-TORY LIMITS　OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| | | | | Workers Compensation Coverage is afforded in the State(s) of: AZ, CO, CT, DE, FL, GA, IL, IN, KY, LA, MD, MI, MN, MO NC, NE, NJ, NM, NV, NY, OR PA, SC, SD, TN, TX, UT, VA & WI. | | | | |

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Display Date　　Rain Date　　Location:

RE: General Liability, the following are named as additional insured in respects to the operations of the named insured only

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| CERT# | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS<br><br>AUTHORIZED REPRESENTATIVE<br>Art C Serra |


The large orange circle represents an area 600 feet in diameter. The red circle represents an area 300 feet in diameter. The yellow rectangles represent the fireworks launch area. The maximum size diameter device fired from the center of the orange circle will be a three inch diameter shell. This allows for 300 feet in any direction of launch area to be considered a safe fallout zone. The largest device fired from the center of the red circle will be one and a half inches. This allows for 150 feet in any direction of launch area to be considered a safe fallout zone. No persons other than Zambelli crew and the AHJ will be permitted into the fallout zone during the firing of the display.

THIS IMAGE IS TO BE CONSIDERED CONFIDENTIAL AND PROPIETARY DO NOT COPY OR RELEASE

# CITY OF ST. HELENA

## RESOLUTION NO. 2015-____

**Authorizing Contract in the amount of $40,000 with Zambelli Fireworks for a City-Sponsored Firework Show located at Crane Park on July 4, 2015.**

## RECITALS

A. The City of St. Helena has partnered with the St. Helena Chamber of Commerce and the Parks and Recreation Commission to organize the July 4, 2015 firework show; and

B. The firework show will be funded 100% from fundraising efforts organized by the St. Helena Chamber of Commerce and the Parks and Recreation Commission.

## RESOLUTION

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

1. Authorization for agreement with Zambelli Fireworks in the amount of $40,000.00; and
2. The City Council authorizes the City Manager to execute the contract on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on February 10, 2015, by the following vote:

**Mayor Galbraith:** __________

**Vice Mayor White:** __________

**Councilmember Crull:** __________

**Councilmember Dohring:** __________

**Councilmember Pitts:** __________

APPROVED: ATTEST:

______________________ ______________________

Alan Galbraith, Mayor Cindy Black, City Clerk

**Item No: 9**

Report to the City Council
Council Meeting of June 9, 2015

**Agenda Section:** **Consent**

**Subject:** **Approve letter of support for nominating Shari & Garen Staglin for the Presidential Medal of Freedom**

**CEQA Status:** **Not a CEQA project**

**Prepared By:** **Cindy Black, City Clerk**

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

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## BACKGROUND

The Medal of Freedom is the Nation's highest civilian honor, presented to individuals who have made especially meritorious contributions to the security or national interests of the United States, to world peace, or to cultural or other significant public or private endeavors.

## DISCUSSION

Congressman Mike Thompson recently honored Shari & Garen Staglin by nominating them for the Presidential Medal of Freedom. A notable highlight from the Congressman's nomination letter is that the Staglin's have raised over $2.5 billion in support of philanthropic causes important to our country. Congressman Thompson requested the City of St. Helena join his efforts by sending a letter of support.

## FISCAL IMPACT

There is no fiscal impact associated with the approval of this letter.

## RECOMMENDED ACTION

Approve the attached letter of support.

## ATTACHMENTS

Attachment 1 – Congressman Mike Thompson Letter of Support
Attachment 2 – Proposed City of St. Helena Letter of Support

MIKE THOMPSON
5TH DISTRICT, CALIFORNIA

COMMITTEE ON WAYS AND MEANS
SUBCOMMITTEE ON HEALTH
SUBCOMMITTEE ON SOCIAL SECURITY

PERMANENT SELECT
COMMITTEE ON INTELLIGENCE
RANKING MEMBER, SUBCOMMITTEE ON TERRORISM,
HUMAN INTELLIGENCE, ANALYSIS AND
COUNTERINTELLIGENCE

CONGRESS OF THE UNITED STATES
HOUSE OF REPRESENTATIVES
WASHINGTON, DC 20515

DISTRICT OFFICES:
1040 MAIN STREET, SUITE 101
NAPA, CA 94559
(707) 226-9898

985 WALNUT AVENUE
VALLEJO, CA 94592
(707) 645-1888

2300 COUNTY CENTER DRIVE, SUITE A100
SANTA ROSA, CA 95403
(707) 542-7182

CAPITOL OFFICE:
231 CANNON HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-3311

WEB: http://mikethompson.house.gov

May 15, 2015

President Barack Obama
Attn: The Clerk of the White House
The White House
1600 Pennsylvania Ave NW
Washington, D.C. 20500

Dear Mr. President:

I am writing to recommend Shari and Garen Staglin for the Presidential Medal of Freedom. The Staglins embody the best of the American spirit, selflessly dedicating themselves to bettering the lives of others. Through their passion, can-do attitude and unwavering devotion, the Staglins have generated over $2.5 billion in support of philanthropic causes important to our country.

Of all the causes they support, none is as close to their heart as their work to advance mental health research. When their son was diagnosed with schizophrenia, the Staglins turned their devastation into a force for good. Their experience instilled a fierce and resilient determination to help all those impacted with similar conditions. They became tireless supporters of research into the causes of, and treatments for, all brain disorders while also eliminating the public stigma associated with mental illness.

The Staglins' fundraising efforts began in earnest when they hosted a music festival benefit in their own backyard twenty-one years ago. This has become an annual event known as The Music Festival for Mental Health, which has proven to be incredibly successful as both a fundraiser and as a platform for promoting awareness for mental illness in the community. Building on the success of the music festival, the Staglins founded the International Mental Health Research Organization, a 501c(3) also known as the One Mind Institute (IMHRO/One Mind Institute), to serve as the fundraising vehicle for their efforts and to facilitate the collaboration of the world's leading researchers in neuroscience. Through their music festival and other fundraising activities associated with IMHRO/One Mind Institute, the Staglins have raised more than $210 million in support of mental health research.

Their organization BringChange2Mind was developed for the sole purpose of eliminating the stigma surrounding mental illness and the discrimination that those afflicted face. The organization has proved to be enormously effective; its first public service announcement reached more than twenty million viewers.

Their most recent effort, the One Mind for Research Campaign, was launched in 2011 with former Congressman Patrick Kennedy with the mission to speed up our ability to effectively treat, and hopefully cure, all brain disorders. This campaign is focusing special attention on those suffering from traumatic brain injuries and post-traumatic stress. With the number of Iraq and Afghanistan veterans suffering from these conditions on the rise, the importance of this work cannot be emphasized enough.

In addition to founding and leading their own organizations, the Staglins are just as dedicated to fundraising for universities, in order to make investments in ground-breaking research possible. When it comes to fundraising, the Staglins are truly a force to be reckoned with. Under their leadership as Co-Chairmen, the University of California, Los Angeles' (UCLA) Centennial Campaign has raised $1.7 billion. Funds will be used to invest in overall university improvements, from increasing financial aid to campus facility improvements to recruiting top-rate faculty. Thanks to the Staglins' fundraising prowess, every student at UCLA will experience the benefits of this campaign in the years to come. But they aren't stopping there, by 2019 they plan to have raised $4.2 billion.

This year, UCLA will open the Staglin Family Music Festival Center for Brain and Behavioral Health, devoted exclusively to research in mental health and made possible by the $10.6 million the Staglins raised to open its doors.

Further, the Staglins raised $2.5 million to sponsor four Assistant Professorships at the University of California, San Francisco's (UCSF) Center for Neurobiology and Psychiatry. They also provided direct support and influence for the National Institute of Mental Health (NIMH), funding $50 million to launch and expand the North American Prodrome Longitudinal Study in nine different centers across our country. Today, these centers serve more than 7,000 young adults at risk for serious mental illness.

While advancing our fight against some of the most debilitating brain disorders remains their passion, the Staglins' generosity knows no bounds. They continually donate their own wines to various charitable auctions, the purchase of which raises staggering amounts for a multitude of philanthropic causes. For example, the sales of their wine lot generated $6.8 million through the Napa Valley Vintners Auction and another $3.2 million through the Naples Winter Wine Festival. No other vintners in the country can claim such charitable contributions from wine donations.

Mr. President, I have never known two more deserving citizens than Shari and Garen Staglin and it is with strong conviction that I nominate them today. The Staglins are truly an inspiration for us all, proving that one citizen can make a difference, on a big scale.

Please contact me if I can provide any additional information. Thank you for your time and consideration.

Sincerely,

Mike Thompson

**MIKE THOMPSON**
**Member of Congress**

# City of St. Helena

*"We will conduct city affairs on behalf of our citizens using an open and creative process."*

1480 Main Street
St. Helena, Ca 94574
Phone: (707) 967-2792
Fax: (707) 963-7748
www.sthelenacity.com


June 9, 2015

President Barack Obama
Attn: The Clerk of the White House
The White House
1600 Pennsylvania Avenue N.W>
Washington, D.C. 20500

Dear Mr. President:

The City of St. Helena joins Congressman Mike Thompson, in strongly recommending Shari and Garen Staglin for the Presidential Medal of Freedom for their tireless work transforming mental health research and improving lives. As Congressman Thompson states in his letter of recommendation, the Staglins are "tireless supporters of research into the causes of, and treatments for, all brain disorders while also eliminating the public stigma associated with mental illness."

The City of St. Helena is the hometown of Congressman Thompson, and is delighted that he has nominated the Staglins, our Napa Valley neighbors, for the Presidential Medal of Freedom. Thank you for your time and consideration.

Sincerely,

Alan Galbraith
Mayor, City of St. Helena

**Item No: 10**

Report to the City Council
Council Meeting of June 9, 2015

**Agenda Section:** **New Business**

**Subject:** **FY 2015-16 Proposed General Fund Budget Reductions**

**CEQA Status:** **Not a project**

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

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

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## BACKGROUND

On February 24, 2015, the City Manager presented to the City Council a Long Range Financial Forecast, which provided a high level view of projected General Fund revenues and expenditures over the next ten years. This forecast indicated that with only modest increases in operating expenditures the City was projected to fall short in revenues in the coming years, especially when any type of capital expenditures were included.

In February 2015, the City Council held an all-day goal setting session to discuss priorities for FY 2015-16. The goal of securing the City's financial future was set and six strategic objectives were agreed to that would help guide the City over the year ahead.

On May 11, 2015, staff presented the draft proposed FY 2015-16 budget during a seven-hour workshop. This draft budget was presented with an estimated $1 million General Fund shortfall. Each department presented their proposed budgets and many offered service options for Council consideration and direction for staff to further pursue and analyze for the purpose of reducing expenditures and presenting a balanced proposed budget to Council.

## DISCUSSION

Since May 11, staff has been working feverishly to analyze the service options that Council requested. Based on this work, an overall assessment of the entire organization and past expenditure reductions, a package of reductions has been developed and is detailed in this report. A few revenue options were also included in the May 11 presentation and information is provided on these items as well.

As part of the budget preparation process, staff reviews the FY 2014-15 Adopted Budget and develops year end estimates for all budgeted expenditures. Any unspent funds are returned to the General Fund Unassigned Reserve and can be used as revenue in the following fiscal year. Because the FY 2014-15 already included expenditure reductions from previous years, a few revenues were overestimated, and the Council authorized additional expenditures at the mid-year budget review, staff was able to identify only minor amounts of unspent funds.

In addition, since the Economic Vitality Director position is to remain vacant, the $50,000 budgeted in FY 2014-15 for the Economic Vitality Project was removed, as no staff is available to manage this project. In addition, staff has identified that Recreation revenues were overestimated by $78,000. Coupled with a starting deficit of $24,000, an additional $92,000 is required from the General Fund Unassigned Reserve to cover these unrealized revenues. The May 11 presentation indicated that the City would need to draw nearly $700,000 from the General Fund Unassigned Reserves to cover unexpected expenditures. With the additional unexpected expenditure of $526,000 for the State Revolving Fund loan payment the total drawn from the General Fund Unassigned Reserve is now estimated to be $1.14 million. This basically depletes the General Fund Unassigned Reserve and leaves an Assigned General Fund Reserve at $2.1 million.

Executive Staff was also asked to re-review all FY 2015-16 revenue and expenditure requests to ensure that requested amounts were accurate and all requested items were critical and necessary for the operations, safety and service delivery commitments to our community. This exercise garnered a few changes. First, Planning Director Housh has already implemented changes in the planning and building procedures that have resulted in increased revenue and thus for FY 2015-16 staff is projecting an additional $100,000 in revenue. This increase is exclusive of the comprehensive fee study that will be conducted in Fall 2015. Second, Upper Valley Disposal contacted the City and indicated that the franchise agreement provides for "credits" to each contract City. The City currently has $90,000 worth of credits which can be used for a variety of services including refuse collection at City sponsored community events. Upper Valley Disposal has indicated they would authorize a one-time use of these funds to cover the City's annual refuse collection billings, which total $44,000. This one-time revenue has been included in the FY 2015-16. Therefore, FY 2015-16 revenues have increased by nearly $150,000, which reduces the overall expenditure reductions to approximately $850,000. Minor expenditure adjustments were made totaling about $25,000. Therefore, the following recommended "expenditure reduction package" totals $828,000, which is the amount of remaining reductions required to balance the proposed FY 2015-16 budget.

The "expenditure reduction package" contains 6 recommended reductions, which are organized by department. Each recommended reduction is identified, described, the known impacts addressed and the cost savings estimated. The report identifies the recommended options but if an alternative option is available information is provided for Council's review and consideration. Unfortunately, due to the expediency with which this reduction package needed to be prepared and that fact that the City has already cut staffing during the recession, many of the recommendations are one-time reductions. The City's expenditures are projected to continue to exceed current revenues, so additional efficiencies and permanent reductions will need to be identified in the year ahead in preparation for the FY 2016-17 budget.

**#1 Postpone Filling Economic Vitality/Assistant City Manager position - estimated GF savings = $118,150**

This is a new, unfilled executive level position that was approved and funded in the fourth quarter of the FY 2014-15 budget. Since the position was vacant, staff only budgeted 75% of the cost of the position in the draft proposed budget. The total General Fund cost of the position for an entire year is estimated at $155,000. This position was expected to focus on creating an economically, community and environmentally based program that would establish a road map towards overall vitality for the City of St. Helena, be active in regional issues, and work on affordable housing opportunities. In addition, larger projects currently being managed by the City Manager and some operational oversight were proposed for this position. Service impacts as a result of not filling this position are that a coordinated, community based economic road map program will not be initiated, the City will be less involved in regional matters, and proactive efforts to build affordable housing will be reduced. In addition, some larger projects may be postponed due to lack of staff capacity.

**#2 Reduce City Attorney Budget - estimated GF savings = $100,000**

The City Attorney provides legal advice, reviews and drafts ordinances, resolutions and agreements, and represents the City in all litigation matters. As part of the City's efforts to enhance its overall public administration practices coupled with several law suits and related settlements, the City Attorney's budget was significantly higher in FY 2014-15 than in previous years. Additional work still needs to be done within the organization and the City remains involved in several litigations, causing staff to propose the budget at the same amount as this current fiscal year. Council requested that the City Attorney budget be reduced, so staff has removed $100,000 from the requested budget amount. However, much of the City Attorney's expenses are demand driven. Staff will carefully monitor expenses and return to Council at the mid-year budget update with an estimate of the year end expenses and request additional funds at that time, if necessary.

**#3 Close City Hall During Winter Holidays - estimated GF savings = $40,800**

As occurred in many cities including St. Helena during the recent great recession labor groups agreed to furloughs, which are unpaid days off for staff. This item proposes that City Hall be closed November 23-25 (three days prior to Thanksgiving holiday) and December 28-31 which are the four days between Christmas and New Year's Day.

This option is subject to labor negotiations, as it has a direct impact on all St. Helena Employee Association members but if agreed to, it will also be applied to all managers and executive staff members. Only public safety employees would be exempt from this program. This service option has a direct impact on the community, as City Hall will be closed, however, these are historically very slow periods for service needs. Public Works crews will still be on-call for any emergency situations.

**#4 Library Services - estimated GF savings = $300,000**

The Library is cherished by its users and offers thousands of visitors each month a wide variety of programs and services. The Library is open 57 hours per week and has a full-time staff of seven and part-time equivalent of 5 FTEs. In the draft proposed FY 2015-16 budget, the Library requested nearly $1.1 million in General Funds and a total budget of $1.4 million. The General Fund request is close to a 7% increase over FY 2014-15. The FY 2014-15 Adopted Budget included a 10% increase in General Funds over the previous year. Following the FY 2014-15 budget hearing, the Interim City Manager attended the May 2014 Library Board meeting to initiate a strategy discussion about decreasing the need for General Fund contributions in the years to come. The Library Board and Director committed to conducting a strategic planning process as well as seeking opportunities to reduce overall operating expenses. The Director received funding from the Tweed Trust to initiate the strategic planning process, which is now underway. This model of continued General Fund increases is unsustainable and without any hope of reviving state funding for libraries, alternative service and financial models need to be assessed. In addition, the Library budget has increased every year over the past four years, which has further exacerbated the challenge of creating a financially sustainable Library.

For FY 2015-16, the Library was asked to identify $300,000 in General Fund reductions. Numerous scenarios were reviewed and analyzed by staff and on June 1, 2015, staff presented options to the Library Board that included reducing Library operating hours by eight hours, cutting 64 hours a week in part time staffing, and reducing the full time Library Director position to a part-time manager position. The Library Board supported the reduction in part-time staffing and reduction in hours, but strongly opposed the change in the director position. As an alternative, the Board voted unanimously to use additional funding from the Tweed Trust Fund in the amount of $100,000 and to reallocate the Friends and Foundation grant to cover more staffing. Both of these requests use the trust funds to supplant General Funds and cover existing services. At the Board meeting, the City Manager expressed concern over using one-time funds to cover on-going expenses and inquired as to the legality of using these trust funds for this purpose. The Library Director assured the City Manager and Library Board these uses were appropriate and if need be any conditions could be altered by Council to make these uses appropriate.

To be certain the Board's recommendation fell within the authority of the Council and provisions of the Tweed, Martin, Ryan and Wood trusts, a very detailed analysis of years of documents, meetings, agenda, minutes and resolutions was conducted by the Finance Department. As such a staff report detailing these trusts and corresponding resolutions and conditions has been provided in a separate staff report. Irrespective of the availability of any of these one-time funds, it remains the recommendation that $300,000 in General Fund expenditures be eliminated from the FY 2015-16 Library budget. A Special Joint meeting of the Friends and Foundation for St. Helena Public Library and the Library Board of Trustees was scheduled and will be on June 8, 2015. This new information about the proper uses of the trust funds and staff's recommendations are on the agenda affording the Library Board the opportunity to discuss this new information and direction. A verbal update of any decisions made by the Library Board and Friends and Foundation Board will be provided at the Council meeting.

Based upon Council's decision regarding this recommendation and direction regarding use of the trust funds in the following item, staff recommends returning to the Council at a future meeting with a detailed service and hours of operation plan that incorporates the approved expenditure reductions for Council's consideration and approval.

**#5 Consolidation of Library and Recreation - estimated savings = $0 (creates opportunity to sell/lease property and adds programming to the Library)**

This service option was included in the May 11 presentation to determine if Council had interest in staff spending time reviewing models that offer a more integrated approach to community services. Council indicated an interest in pursuing this options, however, this type of collaboration or consolidation should be accomplished through a thoughtful and cooperative process. Nevertheless, staff was able to identify one core service provided by both the Library and Recreation that has merit in considering for consolidation. This service is programming for our teen community, most of which is provided at the Teen Center with a modest amount provided at the Library. Approximately 12-30 youth use the Teen Center during the weekday afternoons and the support, guidance, tutoring and life-skills based learning that are offered are invaluable and highly impactful services to our youth. This collaboration would have the Recreation Coordinator transition youth programming from the Teen Center to the Library as well as seeking partnerships around the community to offer engaging, learning based activities for the teens. This recommendation was presented to the Parks and Recreation Commission on June 2, 2015 and received their support. In addition, the Commission requested that if this recommendation is accepted by the Council, a joint meeting of the Commission and Library Board be scheduled so a robust discussion can occur about how to successfully integrate the teen program into the Library.

Although no direct cost savings is achieved from this recommendation it does add staffing and programming to the Library environment, which helps off-set the loss of part-time staffing and reductions in programming. In addition, closure of the Teen Center affords the Council the opportunity to consider selling or leasing the entire parcel located at 1572/1574 Railroad. If the Council has no interest in selling or leasing the property, then it is recommended that the Teen Center remain open and continue serving and supporting our youth.

**#6 Police Department Service Options - estimated savings = $229,400**

The St. Helena Police Department has 17 full-time employees, including one Police Chief, one Lieutenant, three Sergeants, four Dispatchers, one Community Services Officer, one Corporal and six Police Officers. Best practices in police services dictate that two sworn personnel be on duty at all times to ensure the safety of both the public and the officers. The current staffing levels are at the bare minimum to accomplish this practice and when an officer is out sick, on vacation, in training or injured, overtime is paid to ensure adequate coverage. After careful consideration and analysis of multiple options, it is recommended that the Chief of Police be laid-off effective June 30, 2015. This will provide a cost savings for FY 2015-16 of $229,400. As the police department must have a chief of police, Lt. Imboden will be appointed Acting Police Chief effective July 1, 2015. The elimination of a police officer position was also contemplated, but each year the Police Department exceeds its overtime budget due to a variety of absences that must be covered. With the elimination of another officer position, it was projected that overtime could feasibly exceed the base cost of an officer, and therefore this option was dismissed. The elimination of one police officer position offers a savings of $116,000 annually.

At the May 11 Council meeting, Council requested that staff research the options of contracting dispatch services with Calistoga, consolidating with Calistoga PD and contracting with the Sheriff's Office for all police services. Each of these options was researched and staff findings are discussed below.

The City Manager and Police Chief met with the Calistoga City Manager and Police Chief to discuss consolidation options. Regarding consolidation of police departments, Calistoga indicated that the City was not interested in a shared service model that in any way reduced services to the citizens of Calistoga. Therefore, there was no interest in this option from Calistoga. With regards to dispatch services, Calistoga PD is interested in incorporating St. Helena's dispatch services into Calistoga dispatch services in a model that gave Calistoga full management and decision making authority over the combined dispatch services and all dispatchers would be located in Calistoga. It was calculated that this consolidation could save St. Helena approximately $100,000 annually, but some transition costs would need to be fully vetted and are initially estimated to be between $100,000 and $200,000. Staff believes this option is worth further discussion with Calistoga PD over the coming year. Finally, staff reached out to the Napa County Sheriff's Office and requested a written proposal to provide all police services to St Helena. This request was declined at this time due to the work required in preparing such a proposal. Therefore, based on verbal discussions with the Sheriff's Office staff was able to roughly calculate an annual operating savings of approximately $300,000. However, transition costs for computer and other equipment could exceed several hundred thousand dollars, and would be a significant impact on the St. Helena sworn and non-sworn employees. The depth of analysis necessary to create a detailed and accurate proposal requires far more time and resources, therefore this option is not being recommended at this time. If Council is interested in further pursuing this option for possible savings in future years, this direction can be provided to the City Manager.

**#6 Fire Department** **- estimated savings = $45,000**

Each year the Fire Department budgets approximately $70,000 for the replacement of vital equipment and supplies. The St Helena Volunteer Fire Association also contributes to equipment and supplies as well. The Fire Chief reviewed the condition of the Fire Department equipment and was able to determine that a total of $45,000 in planned replacements for this fiscal year could be safely postponed a year.

**Revenue Enhancements**

Council directed staff to provide information regarding additional revenue enhancement options. Already included in the FY 2015-16 proposed budget is funding to conduct a fee study, rate review and assessment of a real property transfer tax initiative. In addition, staff has written a letter to the Napa County Flood Protection and Watershed Improvement Authority to discuss mechanisms for St. Helena to drawn down on Measure A revenue during FY 2015-16. At this time, no additional information is available on this matter.

Council also directed staff to bring back information on short-term sales tax measure. The current sales tax rate in St Helena is 8%, which is identical to all the cities and county in Napa County. The City does have the authority to place a sales tax measure on a municipal election ballot for voter consideration. Election Code 1002 states that all municipal elections shall be held on an established election date. In 2015, this date is November 3, 2015 and the election must be called by August 7, 2015. In 2016, June 7 and November 8 are identified as the established election date and the elections must be called by March 11 and August 12 respectively.

In addition, Election Code 1003 allows for a municipality to call a special election if the election can be conducted solely by mailed ballot pursuant to EC 4000 (c) 3. It must still be clarified if a sales tax measure could be placed on an all mailed ballot election. If this were acceptable the first special election date that could be met would be March 8, 2016, with the election called by December 11, 2015. The cost of a special election is estimated to be $30,000 - $50,000.

Finally, the Council expressed interest in having staff identify City owned properties that could be leased or sold. Staff reviewed all City owned property and identified the following properties:

1572/1574 Railroad (Teen Center and office buildings)
1360 Oak Avenue – Carnegie Building
1480 Main Street – City Hall and Police Station
1400 Adams Street Property (vacant)
900 Block of Pope Street – Signorelli Barn

If Council is interested in leasing or selling City owned property, staff recommends further researching one or all of the following: 1572/1574 Railroad, the Signorelli Barn parcel (consider subdividing existing parcel to separate Signorelli Barn from remainder of Jacob Meily Park) and the Adams Street Property.

## SUMMARY

Preparing this "expenditure reductions package" was a difficult and at times emotional process for staff and the community. None of these reductions is easy and all will have an impact on the departments and the community to varying degrees. The guiding principle for this process was to be creative, fair and collaborative and to keep our community at the center of our decision-making. Our goal is to keep providing core services and retain as many additional desirable and beneficial services as possible while also performing all the legally required functions and obligations of a municipality all while working towards securing the City's financial future.

## FISCAL IMPACT

None at this time, reductions will be included in the Final Proposed FY 2015-16 Budget presented to the City Council on June 23, 2015.

## RECOMMENDED ACTION

Direct the City Manager to include the recommended General Fund reductions into the Final Proposed FY 2015-16 Budget.

Item No: 11

Report to the City Council
Council Meeting of June 9, 2015

**Agenda Section:** **New Business**

**Subject:** **Consideration and Approval of Resolution Establishing Governing Framework for the Administration of the Tweed Trust Funds for St. Helena Public Library and Rescinding City Council Resolution 2006-102**

**CEQA Status:** **Not a project**

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

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

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## BACKGROUND

The St Helena Public Library has established several trusts over recent years, funded through the generous donations and bequests from library patrons and community members. Currently the Library has four trusts from which it receives funding. These include the Wood Endowment, Tweed Trust, Ryan Trust and Martin Trust. Due to the magnitude of work required to research and analyze the Wood and Tweed Trusts, staff is only presenting information and requesting Council's consideration regarding the Tweed Trust. The Wood Endowment is managed by the Friends and Foundation for St. Helena Public Library and does not fall under the purview of the Council and therefore requires no policy changes. The remaining two trusts will be researched and analyzed in the weeks ahead and if updates or changes are required or recommended, staff will bring these forward to Council.

In 1998, the City Council adopted Resolution 98-65 establishing the purpose and distribution of the Wood Endowment, which states that 20% of the funds are for construction and 80% for an Enhancement Account. The Enhancement Account was to provide funds to enhance and enrich basic library services, which shall be determined in the sole discretion of the Library Board. It was intended that the Enhancement Account would not be expended for facility maintenance or for basic overhead operations until such time as the Account was of sufficient value to contribute to such expenses.

The endowment states, that beginning in 1991, 4% of the net fair market value of the assets of the Enhancement Account shall be distributed. The distribution shall be paid from income and to the extent that income is not sufficient, from principal. Any additional income of the Account above the 4% shall be added to principal. Since at least 2007, the

City has not followed this allocation distribution of 4% annually. Distributions have been based on requests from the Library Director. The Wood Endowment is managed solely by the Friends and Foundation of the St. Helena Public Library which based on their 2013 tax return, has a fund balance of nearly $3 million.

In 2004, Dorothy Tweed bequeathed a portion of her trust to the St Helena Public Library for the general purposes of supporting the Library. The City Council, via Resolution 2006-102 adopted the Library Board's recommendation that "*all Tweed Trust Funds received be incorporated into the existing Wood Endowment*", thereby incorporating the Tweed Trust into the purpose and distribution conditions of the Wood Endowment.

In early 2011, the Library Board of Trustees began discussions on how to pay for the Library's new heating and ventilation system. The minutes from February 9 and March 9 meetings (Attachment D) show that the Board recommended a loan from the Tweed Trust to pay for a portion of the new system. However, the staff report to City Council dated April 26, 2011 (Attachment E) shows a different recommendation which is not documented in the minutes. The report states on page 2 of 5 that "*When the money was accepted by the City of St. Helena on behalf of the library, it was recommended by the Library Board and resolved by City Council that the restrictions placed on the Wood Trust (monies could only be used for "enhancements" to library services with the exception of 20% designated for construction) be put in place to protect the use of the Tweed funds. The Library Board is now recommending a reversal of this decision in order to free up the remaining funds to pay a large percentage of the HVAC costs. This action would not in any way violate the order of the Trust or the wishes of Dorothy Tweed.*"

The Library Board is the responsible party for approving expenditure requests and ensuring compliance with the administrative framework, with final approval by the City Council. Unfortunately there is no official record of the discussion and recommendation to withdraw the Tweed Trust from the Wood Framework.

On April 26, 2011 the City Council voted, via voice approval, to rescind Resolution 2006-47 (Attachment F) as incorporated in item #17, "Memorandum Requesting Approval of Proposal from McCracken Architects to Update the Library HVAC System and Approval of Capital Funds in Combination with Tweed and Ryan Trust Funds". Minutes from this meeting are attached (Attachment G). However, there appears to be a typographical error in the staff report and minutes as Resolution 2006-47 relates to a requirement that before the land title could be transferred the City was required to stipulate that the trust funds would be used solely for the benefit of the St. Helena Public Library. From viewing the video of the meeting and reviewing the related staff report (Attachment E), the conversation of the City Council and Library Director Baker was to rescind Resolution 2006-102 (Attachment B) which incorporated the Tweed Trust into the Wood Endowment and thereby gave limitations via an administrative framework on the expenditure of the Tweed funds. There was no confirming resolution noting the rescission of Resolution 2006-47 (which was intended to be 2006-102).

Following the rescinding of Resolution 2006-47 (with the clear intent being to rescind Resolution 2006-102), the Library Board of Trustees has not agendized nor discussed a new framework for the administration or expenditure of the Tweed Trust funds.

In late 2014, a settlement was reached between the City and the Friends and Foundation St. Helena Library (Attachment I) as the Friends and Foundation had filed suit to claim the Tweed Trust Funds. Under Section 2A on page 3 it states "Both Parties agree that the Tweed Trust funds shall belong to the City and will continue to be administered in accordance with Chapter 2.52 of the St. Helena Municipal Code, except as provided in Paragraph B of this Section 2." The applicable Municipal Code section is Attachment J.

The Board of Trustees is still acting as though Resolution 2006-102 is still in effect as recorded in the minutes from the March 11, 2015 meeting, section 6f, "*Trustees reviewed Jennifer [Baker]'s Recommended Use of Tweed fund for Library Budget, FY2015-2016 line by line, and, after many questions and answers, Trustees agreed it is reasonable to use Tweed Trust funds, yet expressed their strong commitment to keep to the resolution adopted by the City and the library board in 2006 that Tweed Trust funds only be used for library enhancements and not for basic library expenses and/or operations.*" (Attachment H)

Staff will come back to City Council on a future agenda to readopt Resolution 2006-47 which stated that the Tweed bequest was for the benefit of the St. Helena Public Library.

## DISCUSSION

At the June 1, 2015 Library Board of Trustees meeting, the City Manager presented the financial framework that led up to the need to reduce $1 million in expenditures in the FY 2015-16 budget. The Library was asked to identify $300,000 in General Fund expenditure reductions. Following a lengthy discussion, the Board supported reducing Library hours of operation and a reduction in part-time staff, but recommended that additional Tweed Trust Funds be used to supplant the General Fund in an amount of $100,000. The City Manager expressed concerns about using one-time funds for on-going expenditures and also inquired if this was a proper use of the Tweed Trust Funds. The Library Director stated that is was and if any modifications needed to take place to the guiding resolution that fell under the purview of the City Council and could be modified at the next Council meeting.

To ensure that staff and Council had accurate information regarding the use of these trust funds, the Finance Department spent two full days researching documents, minutes, agendas, meeting videos, letters and resolutions which provided the material in the background section of this report and all the attachments.

It appears that the staff report presented to the City Council on April 26, 2011 did not have the proper title, information, resolution number or resolution to legally rescind Resolution

2006-102. It is staff's opinion that this resolution was not properly rescinded and therefore remains the guiding document for the distribution of the Tweed Trust.

The issue currently at hand is the Library Board's recommendation to increase their original Tweed Trust distribution from $180,000 to $280,000 to supplant a portion of the General Funds lost at the request of the City Manager. The Tweed Trust has a current balance of $731,000. Under the conditions set forth by Resolution 2006-102, the distribution amount should be equal to 4% of earnings and net fair market value of the property affiliated with the Tweed Trust. As staff has no record of using this distribution formula, we are unable to determine this amount without further research. It is reasonable to assume that this amount is considerably less than the $280,000 recommended by the Library Board.

In reviewing all these materials and in attempting to comply with the spirit of the Tweed Trust, it is staff's opinion that these funds should be managed in accordance with Resolution 2006-102 and used for library enhancements. To provide the Library Board and the Council with more discretion, it is recommended that language be added that with the approval of the Library Board and City Council, additional funds may be withdrawn from the Tweed Trust for the sole purpose of enhancing the interior of the existing library facility.

**SUMMARY**

As was discussed in the previous staff report on this evening's agenda, Council's decision on the distribution of trust funds has a significant impact on Library's operating budget. If Council supported the entire $300,000 General Fund reduction from the Library Budget and funds are not distributed from the Tweed Trust, reductions in service hours, programming and staffing will be implemented at the Library. Staff is committed to developing a robust volunteer program that will support the Library staff and patrons and bring new ideas and energy to the Library.

Following the City Council's goal of securing the City's Financial Future, the City Manager recommends readopting Resolution 2006-102 which secures these valuable funds for years into the future to ensure the Library has a strong and sustainable financial base. The loss of these funds for the FY 2015-16 will challenge the Library to find new service models, patrons, partners and supporters that ultimately will create an even more inclusive and successful community center and library.

Alternative options available to the Council are to formally rescind Resolution 2006-102, thereby removing all distribution restrictions or provide staff with new distribution restrictions that offer a compromise between retaining a certain portion of the funds for enhancements and another portion available for expending on operating expenses.

**FISCAL IMPACT**

Adoption of the recommended resolution will limit the amount of Tweed Trust Funds that can be contributed to the Library's annual budget which will result in reductions in services and hours of operation.

**RECOMMENDED ACTION**

Approve Resolution No. _____ establishing governing framework for the administration of the Tweed Trust Funds for St. Helena Public Library and rescind City Council resolution 2006-102.

**ATTACHMENTS:**

1 – Resolution establishing governing framework for the administration of the Tweed Trust Funds for St. Helena Public Library and rescind City Council resolution 2006-102
A – Dorothy L. Tweed Revocable Trust & First Amendment to Revocable Trust
B – Adopted Resolution 2006-102
C – Adopted Resolution 98-65, which includes Library Board Resolution 98-1
D – Library Board Minutes from February and March 2011
E – Staff Report to City Council Dated April 26, 2011 "Renovation of Library HVAC System"
F - Adopted Resolution 2006-47
G – Minutes from City Council Meeting on April 26, 2011
H – Library Board Minutes from March 2015
I – Settlement Agreement between City and Friends & Foundation St. Helena Library
J – St. Helena Municipal Code Section 2.52
K – Library Board Minutes from February 2013

Attachment 1

# CITY OF ST. HELENA

## RESOLUTION NO. 2015-__

## ESTABLISHING GOVERNING FRAMEWORK FOR THE ADMINISTATION OF THE TWEED TRUST FUNDS FOR ST. HELENA PUBLIC LIBRARY AND RESCINDING CITY COUNCIL RESOLUTION 2006-102

### RECITALS

A. The St. Helena Public Library was named in 2000 as co-beneficiary with Pacific Union College for the "Dorothy Tweed Trust". In 2004, Mrs. Tweed passed away.

B. Ultimately cash and real property worth an estimated $1.5 are expected to be received from the Tweed Trust for the benefit of the St. Helena Public Library.

C. The first $492,000 of these funds was received by the City from the trust administrator in 2004 and it was determined at that time that an administrative framework needed to be established for the management of these funds.

D. The Library Board of Trustees at its July 12, 2006 passed Resolution No. 2006-05, utilizing Wood Trust Framework for administration of Tweed Trust Funds for St. Helena Public Library.

E. The City Council at its July 25, 2006 Regular Meeting adopted Resolution 2006-102 that directs all Tweed Funds received by the City of St. Helena be incorporated into the existing George J. Wood Trust under "Section 5, Additions".

F. The City Council at its April 26, 2011, Regular Meeting, took action to rescind Resolution 2006-47 by voice vote. This rescission was not properly agendized and rescinded the incorrect resolution, therefore the rescission did not occur and this action is null and void.

G. To comply with the original intentions of the Library Board to distribute trust funds for enhancements to the Library and in the spirit in which the funds were bequeathed to the Library by Dorothy Tweed, the Tweed Trust Funds will continue to be governed by the Wood Endowment Framework which limits distribution of funds to 4% of earnings and net fair market value of the property affiliated with the Tweed Trust.

H. With the approval of the Library Board and City Council, additional funds may be withdrawn from the Tweed Trust for the sole purpose of enhancing the interior of the existing library facility.

## RESOLUTION

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

1. Resolution 2006-102 is hereby rescinded.
2. To establish the governing framework for the administration of the Tweed Trust Funds that follows the Wood Endowment Framework with the exception that Council has the authority to expend funds for the enhancement of the interior of the existing library facility.

Approved at a Regular Meeting of the St. Helena City Council on June 9, 2015 by the following vote:

**Mayor Galbraith:** __________

**Vice Mayor White:** __________

**Councilmember Crull:** __________

**Councilmember Dohring:** __________

**Councilmember Pitts:** __________

APPROVED:

______________________

Alan Galbraith, Mayor

ATTEST:

______________________

Cindy Black, City Clerk

"CLIENT HAS ORIGINAL"

# THE DOROTHY L. TWEED 2000 REVOCABLE TRUST

## ARTICLE 1. FACTS AND DECLARATIONS.

### 1.1 Starting Date.

On January 7, 2000, I create this revocable trust.

### 1.2 Name of Settlor.

DOROTHY L. TWEED. I am sometimes referred to as "the Settlor" in this instrument. The words *I, me, my, mine,* and *myself* refer to me.

### 1.3 Starting Trustee.

DOROTHY L. TWEED.

### 1.4 Name of This Trust.

THE DOROTHY L. TWEED 2000 REVOCABLE TRUST.

### 1.5 Trust Principal.

I will transfer to myself as Trustee without consideration the assets described in Schedule A, which is attached to this instrument. I shall hold those assets and any other assets now or later transferred to this trust, and manage and distribute such assets, and the income and proceeds therefrom, under the terms of this instrument.

## ARTICLE 2. REPLACEMENT OF TRUSTEE.

### 2.1 Successor Trustees.

On my death, resignation, or incapacity, the persons listed below shall serve as successor trustees in the order designated.

First: My sister, HILDA MARJORIE HOPMAN.

Second: My brother, DARREL F. HOPMAN.

All references to the "Trustee" refer to me, or the individuals or institutions serving from time to time in such capacity under this instrument. All references to the "successor Trustee" refer to a Trustee other than me. The word *Trustee* includes Co-Trustees.

### 2.2 Beneficiaries' Power to Designate Successor.

In the event of a vacancy in the office of trustee not otherwise provided for in this instrument, a successor Trustee shall be appointed by a majority of the adult income and remainder beneficiaries. Such appointment shall be made by an acknowledged written instrument.

### 2.3 Effective Date of Appointment.

The appointment of any successor Trustee becomes effective on the new Trustee's written acceptance of the trust and the delivery of the acceptance to the person(s) who made the appointment.

**2.4 Resignation.**

Any Trustee may resign at any time. The resigning Trustee must give written notice of the resignation by personal delivery or certified mail, with return receipt requested, to all current income beneficiaries and the next-named Trustee.
A resignation is effective on the acceptance of office by the next-named Trustee.

**2.5 Replacement of Incapacitated Trustee.**

If a Trustee cannot administer a Trust because of physical or mental incapacity, then the next-named Trustee shall act as Trustee, having all rights and powers granted to the Trustee by this instrument. Physical or mental incapacity shall be conclusively established if two (2) physicians, licensed to practice medicine in the State of California, at least one of whom is the Trustee's treating physician (if such exists), execute written declarations regarding the Trustee's incapacity, under penalty of perjury.

In the absence of these declarations, the next-named Trustee, or one or more of the beneficiaries, may petition the Court having jurisdiction over the Trust to remove the Trustee and replace him or her with the next-named Trustee. The next-named Trustee or beneficiary who so petitions the Court shall incur no liability to any beneficiary of the Trust or to the substituted Trustee as a result of this petition, provided the petition is filed in good faith and in the reasonable belief that the substituted Trustee is physically or mentally incapacitated or otherwise cannot act.

**2.6 Powers and Non-Liability of Successor Trustee.**

Any successor Trustee may, in the successor Trustee's absolute discretion, accept as correct any accounting of trust assets made by any predecessor Trustee. No successor Trustee shall be under any obligation to institute any action or proceeding for the settlement of the accounts of any predecessor Trustee or for any actions or omissions of any predecessor Trustee unless requested to do so in writing by an adult beneficiary within sixty (60) days of that beneficiary's receipt of notice of such successor Trustee's appointment.

## ARTICLE 3. TRUST PROPERTY.

**3.1 Trust Estate.**

All property subject to this instrument at any time, including the property listed on Schedule A, is sometimes referred to as the "trust estate," and shall be held, administered, and distributed as provided below.

### 3.2 Additions to Trust.

Other property acceptable to the Trustee may be added to this Trust by any person, by my will or codicil, by the proceeds of any life insurance, by death benefits under any pension, retirement benefit, death benefit, stock bonus, profit sharing, employees' savings or similar plan (including plans maintained for the benefit of self-employed individuals and individual retirement accounts and annuities) or otherwise. Any property held in the Trustee's name, as Trustee, shall be presumed to be part of the trust estate.

## ARTICLE 4. POWERS TO AMEND AND REVOKE.

### 4.1 Amendment.

I may at any time amend any terms of this Trust by written instrument delivered to the Trustee. If I am not then acting as Trustee, then no amendment shall substantially increase the duties or liabilities of the successor Trustee or change the successor Trustee's compensation without the successor Trustee's consent, nor is the successor Trustee obligated to act under such amendment unless the successor Trustee accepts it. If a successor Trustee is removed as a result of a refusal to accept an amendment, I shall pay to the successor Trustee any sums due and shall indemnify the successor Trustee against liability the successor Trustee has lawfully incurred in administering the Trust.

**4.2 Revocation.**

I may at any time revoke this instrument in whole or in part by a written instrument. I am required to also record that writing in any county where there is real property of the trust estate. If I revoke this instrument, the Trustee shall promptly deliver to me or my designee all or the designated portion of the trust assets. If I revoke this instrument entirely or with respect to a major portion of the assets subject to the instrument, the Trustee is entitled to retain sufficient assets reasonable to secure payment of liabilities the Trustee has lawfully incurred in administering the Trust. This includes Trustee's fees that have been earned, unless I shall indemnify the Trustee against loss or expense.

**4.3 Powers Personal to Me.**

My powers to amend and revoke are personal to me. No other person can exercise such powers on my behalf, except that (1) the conservator of my estate may exercise such powers by petition to the court in accordance with the provisions of the California Probate Code or (2) my agent under any valid durable power of attorney I have signed may withdraw assets for the purpose of making gifts or other payments that are authorized by express provision of the durable power of attorney.

**4.4 After My Death.**

After my death, no trust established by this instrument may be amended or revoked, except as may be authorized by a power of appointment expressly conferred by the terms of the trust instrument.

**4.5 Trustee's Retention of Assets.**

If this trust instrument is revoked with respect to all or a major portion of the trust estate, the Trustee may retain such assets as may reasonably be required for the payment of liabilities (including Trustee's fees) properly incurred in administering the trust, unless indemnified by me against loss or expense.

## ARTICLE 5. DISTRIBUTION DURING MY LIFE.

**5.1 Payment of Income and Principal to Me.**

The Trustee shall pay to me or apply for my benefit all of the net income of the trust estate at least quarter-annually. The Trustee shall also pay to me or apply for my benefit as much of the principal I demand.

**5.2 Incapacity.**

Notwithstanding the provisions of Section 5.1 above, if at any time I have become physically or mentally incapacitated, then the successor Trustee may withhold any income payments that are directed to be made by Section 5.1 above.
The successor Trustee shall then apply for my benefit as much of the net income of the trust estate as is necessary, in the successor Trustee's discretion, to provide for my health, support, maintenance, comfort, care, and happiness. Any income not distributed shall be accumulated and added to the principal of the trust estate. If the net income is insufficient for such purpose, then the successor Trustee may apply as much of the principal as the successor Trustee considers necessary.

If a conservator of my person or estate is appointed, then the successor Trustee shall take into account any payments made for my benefit by the conservator. This power of the successor Trustee shall remain in effect until I have regained capacity and am again able to manage my own affairs.

For purposes of this Section 5.2, my incapacity or capacity, as the case may be, shall be determined by (a) the written declaration of the successor Trustee or (b) the written opinions under penalty of perjury of two (2) physicians licensed to practice medicine in the State of California, at least one of whom is my treating physician (if such exists), and neither of whom is related to me or any beneficiary of this Trust by blood or marriage, whether or not a court of competent jurisdiction has declared me incompetent or mentally ill or has appointed a conservator of my person or estate.

## ARTICLE 6. <u>DISTRIBUTION AFTER MY DEATH</u>.

### 6.1 <u>Termination and Distribution</u>.

On my death, this trust shall terminate and the successor Trustee shall distribute or retain and administer the trust estate as follows.

### 6.2 <u>Distribution of Tangible Personal Property</u>.

The successor Trustee shall distribute all of my tangible personal property pursuant to any handwritten list(s) of instructions I give to the successor Trustee prior to my death. In the event the lists conflict in their direction, my last direction is determinative. If I fail to execute any such lists or such lists do not effectively give all of my tangible personal property, then in either event, such property shall pass to HILDA MARJORIE HOPMAN, if she survives me. If HILDA is not then living, then all of my tangible personal property shall pass to DARREL F. HOPMAN, if he is then living.

**6.3 <u>Distribution of Interest in Personal Residence</u>.** The successor Trustee shall distribute all of my interest in the Hopman family personal residence, consisting of the real property commonly known as 1677 Skellinger Lane, Napa, California, and all improvements to it, to HILDA MARJORIE HOPMAN, if she survives me, for her life. If HILDA does not survive me, then the successor Trustee shall distribute all of my interest in that personal residence to DARREL F. HOPMAN, if he survives me, for his life.

At the death of the life tenant, or at my death if neither HILDA nor DARREL survive me, all of my interest in that personal residence shall be distributed: one-half (1/2) to ST. HELENA PUBLIC LIBRARY, 1492 Library Lane, St. Helena, California, and one-half (1/2) to PACIFIC UNION COLLEGE NURSING DEPARTMENT, Angwin, California.

**6.4 <u>Charitable Remainder Unitrust</u>.** If either of my siblings, HILDA MARJORIE HOPMAN or DARREL F. HOPMAN, survive me, then the successor Trustee shall retain the remainder of the trust estate, in trust, as follows. It is my intention to establish a charitable remainder unitrust within the meaning of section 8 of Rev. Proc. 90-31 and Internal Revenue Code sections 664(d)(2) and (3). This trust shall be known as the DOROTHY L. TWEED CHARITABLE REMAINDER TRUST and shall be administered as follows:

**6.4.1** **Payment of Unitrust Amount.** In each taxable year of the trust, the successor Trustee shall pay to HILDA MARJORIE HOPMAN during her lifetime, and after her death to DARREL F. HOPMAN (hereinafter referred to as "the Recipients") for such time as she or he survives, a unitrust amount equal to the lesser of:

(1) The trust income for the taxable year, as defined in Internal Revenue Code section 643(b) and the regulations thereunder; and

(2) Seven percent (7%) of the net fair market value of the assets of the trust, valued as of the first day of each taxable year of the trust (the "valuation date").

The unitrust amount for any year shall also include any amount of trust income for that year that is in excess of the amount required to be distributed under (2) to the extent that the aggregate of the amounts paid in prior years was less than the aggregate of the amounts computed as seven percent (7%) of the net fair market value of the trust assets on the valuation dates.

The unitrust amount shall be paid in equal monthly installments (each payable at the end of the period to which it applies) from income and, to the extent that the income is not sufficient, from principal. Any income of the trust for a taxable year in excess of the unitrust amount shall be added to principal.

**6.4.2** **Payment of Taxes.** The lifetime unitrust interest of the second Recipient will take effect upon the death of the first Recipient only if the second Recipient furnishes the funds for payment of any federal estate taxes or state death taxes for which the successor Trustee may be liable upon the death of the first Recipient.

**6.4.3** **Adjustment for Incorrect Valuation.** If, for any year, the net fair market value of the trust assets is incorrectly determined, then within a reasonable period after the value is finally determined for federal tax purposes, the successor Trustee shall pay to the Recipients (in the case of a undervaluation) or receive from the Recipients (in the case of an overvaluation) an amount equal to the difference between the unitrust amount properly payable and the unitrust amount actually paid.

**6.4.4 <u>Deferral of Payment of Unitrust</u>.** The obligation to pay the unitrust amount shall begin with the date of my death, but payment of the unitrust amount may be deferred from that date until the end of the taxable year of the trust in which the complete funding of the trust occurs. Within a reasonable time after the end of the taxable year in which the complete funding of the trust occurs, the successor Trustee shall pay to the Recipients (in the case of an underpayment) or receive from the Recipients (in the case of an overpayment) the difference between:

(1) Any unitrust amounts actually paid, plus interest, compounded annually, computed for any period at the rate of interest that the federal income tax regulations under Internal Revenue Code section 664 prescribe for the trust for such computation for this period; and

(2) The unitrust amounts payable, determined under the method described in Regulation section 1.664-1(a)(5)(ii).

**6.4.5 <u>Proration of Unitrust Amount</u>.** In determining the unitrust amount, the successor Trustee shall prorate this amount on a daily basis for a short taxable year of the trust and for the taxable year of the trust in which the interest of the survivor Recipient terminates.

For a taxable year of less than twelve (12) months, other than the taxable year in which the interest of the survivor Recipient terminates, the unitrust amount required to be paid shall be the fixed percentage of the net fair market value of the trust assets for that year multiplied by a fraction, the numerator of which is the number of days in the taxable year of the trust and the denominator of which is 365 (366 if February 29 is a day included in the numerator). In the taxable year in which the interest of the survivor Recipient terminates, the unitrust amount required to be paid shall be the fixed percentage of the net fair market value of the trust assets for that year multiplied by a fraction, the numerator of which is the number of days between the beginning of the taxable year and the termination of the survivor Recipient's interest, and the denominator of which is 365 (366 if February 29 is a day included in the numerator).

**6.4.6** **Additional Contributions to Unitrust.** No additional contributions may be made to the trust after the initial contribution. The initial contribution, however, shall consist of all property passing to the trust by reason of my death.

6.4.7 **Remainder to Qualified Charity**. At the death of the survivor Recipient, the successor Trustee shall distribute free of trust all the then income and principal of the trust estate (other than any amount due the survivor Recipient or her or his estate under the provisions above) as follows. The successor Trustee shall distribute such income and principal as follows:

one-half (1/2) to ST. HELENA PUBLIC LIBRARY, 1492 Library Lane, St. Helena, California, and

one-half (1/2) to PACIFIC UNION COLLEGE NURSING DEPARTMENT, Angwin, California.

6.4.8 **Prohibited Transactions**. The successor Trustee shall make distributions at a time and in a manner so as not to subject the trust to tax under Internal Revenue Code section 4942. Except for payment of the unitrust amount to the Recipients, the successor Trustee shall not (1) engage in any act of "self-dealing," as defined in Internal Revenue Code section 4941(d); (2) retain any "excess business holding," as defined in Internal Revenue Code section 4943(c), that would subject the trust to tax under Internal Revenue Code section 4943; (3) make any investments that would subject the trust to tax under

Internal Revenue Code section 4944; or (4) make any "taxable expenditure," as defined in Internal Revenue Code section 4945(d).

6.4.9 **<u>Investment Restrictions on Successor Trustee</u>**. Nothing in this instrument may be construed to restrict the successor Trustee from investing the trust assets in a manner that could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.

6.4.10 **<u>Successor Trustee's Powers</u>**. The successor Trustee is prohibited from exercising any power or discretion granted under the laws of the State of California that would be inconsistent with the qualification of the trust under Internal Revenue Code section 664(d)(2) and the corresponding regulations.

6.4.11 **<u>Distributions in Kind</u>**. The successor Trustee may, in the successor Trustee's discretion, (1) make distributions in cash or in kind (including undivided interests in kind), or partly in cash and partly in kind, either prorata or nonprorata, at distribution values determined by the successor Trustee, and (2) make such sales of the trust property as the successor Trustee considers necessary to make distributions.

The adjusted basis for federal income tax purposes of any trust property that the successor Trustee distributes in kind must be fairly representative of the adjusted basis for such purposes of all trust property available for distribution on the date of distribution.

6.4.12 **Successor Trustee's Power to Amend Trust.** The successor Trustee shall have the power, acting alone, to amend the trust in any manner required for the sole purpose of ensuring that the trust qualifies and continues to qualify as a charitable remainder unitrust within the meaning of Internal Revenue Code section 664(d)(2).

6.5 **Perpetuities Savings Clause.**

Any trust created under this instrument shall, unless terminated earlier, terminate twenty-one (21) years after the death of the last survivor of my siblings living on the date of my death. The successor Trustee shall then distribute the trust estate by right of representation to those persons who are then entitled or authorized, in the successor Trustee's absolute discretion, to receive income distributions from the trust.

**ARTICLE 7. <u>TAXES</u>.**

**7.1 <u>Payment of Taxes</u>.**

Except as otherwise specifically provided in this instrument or my will, all estate and other inheritance taxes, including interest and penalties, imposed on or by reason of the inclusion of any portion of the trust estate in my gross taxable estate shall be paid by the successor Trustee. Such tax payments shall be charged to, prorated among, or recovered from the trust estate or the persons entitled to the benefits under the trust. The trust estate includes property subject to probate administration that is added to the trust estate by reason of my death.

**ARTICLE 8. <u>TRUSTEE'S GENERAL DUTIES</u>.**

**8.1 <u>Accounting</u>.**

The successor Trustee shall periodically, but not less often than annually, render a report and accounting of administration of the trust to the current principal and income beneficiaries.

The accounting must show all receipts, disbursements, and investment transactions. A beneficiary's written approval of the accounting will be a complete protection of the successor Trustee from any and all claims by that beneficiary regarding all matters and transactions stated or shown by the accounting. In addition to actual written approval by a beneficiary or the beneficiary's parent, guardian, or conservator, the following will also constitute written approval of the accounting: a beneficiary's failure, within ninety (90) days after a written request by the successor Trustee for such approval, to deliver to the successor Trustee either (1) written approval of the accounting or (2) written objection to the accounting with reasons specified.

**8.2 Compensation.**

Either I or a majority of the adult remainder beneficiaries may negotiate compensation in any amount with a successor Trustee. Without such agreement or a court order, a successor Trustee shall be entitled to take annual compensation for all ordinary services rendered to the trust, not to exceed the following: one percent (1%) of the average net value of the principal of the trust estate during each year. If the successor Trustee serves for only part of a calendar year, the annual compensation shall be prorated to reflect the actual period of service.

**8.3 Payment of Undistributed Income.**

Except as otherwise specified in this instrument, income accrued or held undistributed by the successor Trustee at the termination of any trust or any interest in a trust created under this instrument shall go to the next beneficiaries of that interest or trust in proportion to their interests.

**8.4 Proration of Expenses.**

The successor Trustee shall prorate all taxes and current expenses among successive beneficiaries on a daily basis over the period to which these expenses relate.

## ARTICLE 9. POWERS AND INVESTMENT DUTIES.

**9.1 Prudent Investor Rule.**

The Trustee shall invest and manage trust assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust. The Trustee's investment and management decisions respecting individual assets and courses of action must be evaluated not in isolation, but in the context of the trust portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the trust.

## 9.2 Trustee Powers.

To carry out the purposes of any trust under this instrument, the Trustee shall have all powers now or hereafter conferred on the Trustee by California law, except that the Trustee shall not have the power to (1) pay calls, assessments, or other sums chargeable or accruing against or on account of securities, or (2) make loans.

**9.2.1 Disposition of Residence**: notwithstanding the Trustee's power to dispose of property, it is my desire to continue to live in my residence as long as I am physically able, notwithstanding the possibility that alternative housing may be recommended by the Trustee or third parties for financial or other reasons.

No successor Trustee shall have authority to sell my home unless (1) all of my other assets (exclusive of tangible personal property) have been depleted or are insufficient to pay the ongoing costs of my health, support, and maintenance, or (2) I consent in writing to such sale, or (3) the successor Trustee obtains court approval for such sale.

If in the successor Trustee's judgment I will never be able to return to my residence from a hospital, hospice, nursing home, or similar facility, the successor Trustee is authorized to store, dispose, or sell, for such price and on such terms as the successor Trustee considers appropriate, any tangible personal property remaining in the residence which the successor Trustee believes I will not need again.

**9.3 <u>Restrictions when Trustee is a Beneficiary</u>.**

Notwithstanding any other provisions in this instrument to the contrary, in the event a person who is both a beneficiary and a Trustee of an irrevocable trust established under this instrument, is serving as Trustee of such a trust, the following shall apply. The Trustee's powers shall be subject to the Trustee's duty to treat income beneficiaries and remainder beneficiaries equitably. The following requirements shall also be observed by the Trustee:

1. From and after my death, the California Revised Uniform Principal and Income Act (RUPIA) shall govern the rights of beneficiaries among themselves in matters concerning principal and income. If RUPIA contains no provision concerning a particular item, the Trustee shall determine what is principal or income, and apportion and allocate, in the Trustee's discretion, receipts and expenses between these accounts. Income accrued or unpaid on trust property when received into any trust shall be treated as any other income.

2. The Trustee shall charge to income from time to time a reasonable reserve for depreciation of all income-producing depreciable real and personal property, and for capital improvements and extraordinary repairs of income-producing property (e.g., new roof, new plumbing system).

3. The Trustee shall charge to income from time to time a reasonable reserve for depletion of all depletable natural resources, including but not limited to oil, gas, mineral, and timber property.

4. Distributions from mutual funds and similar entities of gains from the sale or other disposition of property shall be credited to principal.

5. The Trustee shall charge to income from time to time a reasonable reserve for amortization of all intangible property having a limited economic life, including but not limited to patents and copyrights.

6. The Trustee shall amortize all premiums paid and all discounts received in connection with the purchase of any bond or other obligation by making an appropriate charge or credit to income.

7. All income in respect of a decedent shall constitute principal.

**ARTICLE 10. GENERAL PROVISIONS.**

**10.1 Choice of Law.**

The construction of any trust created under this instrument shall be in accordance with California statutory and decisional law in effect on the date of execution of this instrument. Any amendment to this instrument shall be construed under California statutory and decisional laws in effect on the date such amendment is executed, unless otherwise stated in such amendment. This provision shall apply regardless of any change of residence of a successor Trustee or any non-Settlor beneficiary, or the appointment or substitution of a successor Trustee residing or doing business in another state.

**10.2 Spendthrift Clause.**

No interest in the income or principal of any trust created under this instrument shall be voluntarily or involuntarily anticipated, assigned, encumbered, or subjected to creditor's claim or legal process before actual receipt by the beneficiary.

**10.3 Claims of Creditors.**

The successor Trustee shall not be personally liable to any creditor or to any other person for making distributions from any trust under the terms of this instrument if the successor Trustee has no notice of the claim of such creditor.

**10.4 Construction of Terms.**

**10.4.1 Heading, Titles, and Subtitles.** The headings, titles, and subtitles used in this instrument are inserted solely for convenient reference. They shall be ignored in any construction of this instrument.

**10.4.2 Statutes, Codes, and Regulations.** Except as otherwise specified, all references in this instrument to specific statutes, codes, or regulations shall be to those provisions as amended from time to time and to the corresponding provisions of any subsequent legislation or regulation.

**10.4.3 Shall and May.** All references in this instrument to the word "shall" indicate a mandatory directive. All references to the word "may" indicate a permissive, but not mandatory, grant of authority.

**10.5 Definitions.**

**10.5.1 Care.** The term "care" as used in ARTICLE 5 of this instrument includes (but is not limited to) maintaining me during my lifetime in my regular residences, or elsewhere as may be appropriate, despite a need for extensive medical or personal care at a cost that may exceed the cost of care at a home for the elderly, a health care institution, or the like. I wish the Trustee, to the extent practical, to exercise his or her discretion under these provisions to enable me to live at home and in familiar circumstances if I wish to and am reasonably able to do so with nursing, household, and other assistance. I authorize and direct the Trustee to take such steps as are necessary to honor my above-expressed desire, including but not limited to modifying the premises, hiring home care providers, or taking such other measures as the Trustee considers advisable under the circumstances.

**10.6 <u>No-Contest Clause</u>.**

By this clause, I intend to preserve the dispositive plan I have carefully set forth in my will and this trust instrument. Except as otherwise provided in my will or this trust instrument, I have intentionally and with full knowledge omitted to provide for my heirs. If any of my heirs or any beneficiary under my will or this trust instrument, singly or together with any other person or persons, directly or indirectly, acting alone or assisting anyone, takes any of the actions specified below, then I cancel any interest in property or in trust I devised to that person by my will or in this trust instrument, as though that person had, before the signing of these documents, died without leaving issue who survived that person. The prohibited actions:

1. contest any dispositive provision of my will or this trust instrument,

2. contest the validity of my will or this trust instrument,

3. attempt to get a court order that my last will or this trust instrument or any provisions of those documents are void or incorrect,

4. attempt to void, or to set aside this trust instrument or any of its provisions,

5. contest or attack any beneficiary designation statement I may sign or have signed about any insurance policy or qualified retirement plan,

6. assert any claim against my estate on a "quantum meruit" theory, constructive trust theory, or any similar theory, or

7. claim that I agreed to devise anything to that person or to pay that person for services rendered, under an

alleged oral agreement (or an alleged written agreement which is to be proved by oral evidence), whether or not a court finds such an agreement exists.

The successor Trustee may defend any contest or other attack, and use trust assets for costs, expenses, legal, and fiduciary fees related to that defense.

The provisions of this section shall not apply to any disclaimer by any person of any benefit under this Trust or under any will.

**10.7 Disinheritance.**

Except as otherwise provided in this instrument, I intentionally and with full knowledge choose not to provide for my heirs, including any issue of my late husband, HOWARD SAMUEL TWEED.

**10.8 Survivorship Clause.**

Unless this instrument provides otherwise, if any person named or described in this instrument fails to survive an event by thirty (30) days, that person shall be considered to have predeceased that event.

**10.9 Specific Reference to Power of Appointment.**

Any power of appointment created by this instrument shall be deemed exercised only if the written instrument purporting to exercise the power of appointment shall specifically refer to the power as a power existing under this trust. The written instrument shall identify the trust by its name, by my name as Settlor, and by the date of establishment of the trust.

**10.10 Distribution if Power Not Exercised.**

Unless this instrument provides otherwise, all provisions of this instrument regarding distribution of any trust shall be subject to the exercise of any power of appointment over the trust given under this instrument.

If, on the expiration of six (6) months after the death of any person holding a power of appointment given to him or her in this instrument, no instrument purporting to exercise that power has been brought to the successor Trustee's attention, then any property may be distributed according to the terms of this instrument as if the power had not been exercised. If a document purporting to exercise the power is located later, the successor Trustee shall not be liable to the appointees under the exercise, and the rights of the appointees and the persons receiving property from the successor Trustee shall be governed by applicable law.

Any power of appointment given in this instrument may be exercised by the holder or donee of the power even if (1) the assets constituting the trust over which the power is exercised have not been received by the successor Trustee on the date of the beneficiary's death, and (2) the donee of the power is a minor.

**10.11 <u>Severability Clause</u>.**

If any provision of this trust instrument is unenforceable, the remaining provisions shall remain in full effect.

Executed at St. Helena, California, on January 7, 2000.

Dorothy L Tweed
Dorothy L. Tweed, Trustee

DECLARATION OF SETTLOR

I certify that I have read the foregoing Declaration of Trust and that it correctly states the terms and conditions under which the Trustee shall hold, manage, and dispose of the trust estate. I approve the Declaration of Trust in all particulars, and the Trustee has executed and accepted this trust at my request.

DATED: January 7, 2000.

Dorothy L Tweed
Dorothy L. Tweed, Settlor

STATE OF CALIFORNIA )
) ss.
COUNTY OF NAPA )

On January 7, 2000, before me, DIANE L. DILLON, a Notary Public for the State of California, personally appeared DOROTHY L. TWEED, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

DIANE L. DILLON
Comm. # 1103387
NOTARY PUBLIC CALIFORNIA
Napa County
My Comm. Expires July 29, 2000

Diane L. Dillon
Notary Public

## SCHEDULE A

### A. Real Property

1. All that real property situated in the County of Napa, State of California, commonly known as 340 White Cottage Road, Angwin, California, and more particularly described as follows:

   Parcel C, as shown on Map No. 1384 entitled "Record of Survey Map of Richard E. Fisher, et ux and Louis J. Patton, et ux", filed May 3, 1965 in Book 14 of Surveys at page 30, Napa County Records.

   EXCEPTING THEREFROM, THE TRIANGLE AT THE Southwestern corner thereof conveyed to Robert Lewis and wife, by deed recorded November 22, 1965 in Book 735 of Official Records at page 125, said Napa County Records.

   A.P.N. 24-241-29

2. All that real property situated in the County of Napa, State of California, more particularly described as follows:

   PARCEL ONE: Parcel 1 as shown on the map entitled "Parcel Map of the Resubdivision of the lands of Hilda R. Hopman," filed December 27, 1972 in Book 4 of Parcel Maps at Page 84 in the Office of the County Recorder of said Napa County.

   PARCEL TWO: An undivided one-half interest in and to that strip of land shown as "Private Road Right of Way" on the map referred to at Parcel One above.

   APN: 030-200-49

### B. Tangible Personal Property

Jewelry, household furniture and furnishings, silverware, books, paintings, pictures, works of art, clothing, and all other personal effects, located at 340 White Cottage Road, Angwin, California.

# FIRST AMENDMENT TO THE DOROTHY L. TWEED 2000 REVOCABLE TRUST

I, DOROTHY L. TWEED, as "Trustor" and as "Trustee," executed a declaration of revocable trust on January 7, 2000, known as the DOROTHY L. TWEED 2000 REVOCABLE TRUST ("the Trust").

Paragraph 4.1 of ARTICLE 4 of the Trust reserves in me the power to amend the Trust at any time by written instrument delivered to the Trustee. I now desire to exercise that power. Therefore, pursuant to the power reserved in me, I amend the Trust as follows:

**1.** Paragraph 2.1 of ARTICLE 2 of the Trust is deleted in its entirety and the following is added in lieu thereof:

**2.1 Successor Trustees.**

On my death, resignation, or incapacity, I name JEAN PHILLIPS ("JEAN") to serve as successor Trustee. If for any reason JEAN is unable or unwilling to act as Trustee, I name such person or institution designated by my estate planning attorney at Coombs & Dunlap, LLP, as successor Trustee. All references to the "Trustee" refer to me, or the individuals or institutions serving from time to time in such capacity under this instrument. All references to the "successor Trustee" refer to a Trustee other than me. The word *Trustee* includes co-Trustees.

**2.** Paragraph 6.2 of ARTICLE 6 of the Trust is deleted in its entirety and the following is added in lieu thereof:

**6.2 <u>Distribution of Tangible Personal Property</u>.**

The successor Trustee shall distribute all of my tangible personal property pursuant to any handwritten lists of instructions I give to the successor Trustee prior to my death. In the event the lists conflict in their direction, my last direction is determinative. If I fail to execute any such lists or such lists do not effectively give all of my tangible personal property, then in either event, such property shall pass to JEAN, if she survives me, otherwise, such property shall pass as part of the remaining trust estate.

**3.** Paragraphs 6.3, 6.4, and 6.5 of ARTICLE 6 of the Trust are deleted in their entirety and the following is added in lieu thereof:

**6.3 Administration of Remaining Trust Estate.**

The successor Trustee shall set aside from the remaining trust estate assets equal in value to the applicable exclusion amount available at my death as a separate trust for the benefit of JEAN, if she survives me. If there is no estate tax for the year of my death, or if my estate is not subject to estate tax for any reason, then the successor Trustee shall set aside the entire remaining trust estate as a separate trust for the benefit of JEAN if she survives me. The balance, if any, shall be distributed to the organizations named in subsection 6.3.2, below.

The trust set aside for JEAN shall be administered and distributed as follows:

**6.3.1.** The Trustee shall pay the entire net income to JEAN at least quarter-annually. In addition, the Trustee shall pay to or for the benefit of JEAN as much of the principal of the trust as the Trustee, in the Trustee's discretion, determines necessary for JEAN's health, maintenance, and support. My primary consideration is for the welfare of JEAN during her lifetime, and the Trustee should consider the remainder beneficiaries only secondarily in making investments and distributions of trust property.

**6.3.2.** Upon the death of JEAN, the Trustee shall divide and allocate any remaining trust estate into as many parts as are necessary to make the following distributions:

**(a)** One part to ST. HELENA PUBLIC LIBRARY (or its lawful successor), 1492 Library Lane, St. Helena, California, if such library or its lawful successor is in existence at my death, for its general purposes, and

**(b)** One part to the Nursing Department at PACIFIC UNION COLLEGE, Angwin, California, for the general purposes of that department or, if there is no Nursing Department at PACIFIC UNION COLLEGE, then to the college (or its lawful successor) for its general purposes, if such college or its lawful successor is in existence at my death.

If both of the above gifts fail for any reason, my Trustee shall select an appropriate charitable organization or organizations to which to distribute the balance of the remaining trust estate.

**6.4. <u>Perpetuities Savings Clause</u>.**

Any trust created under this instrument shall, unless terminated earlier, terminate twenty-one (21) years after the death of last survivor of the group composed of my siblings and JEAN who are living on the date of my death. The successor Trustee shall then distribute the trust estate by right of representation to those persons who are then entitled or authorized, in the successor Trustee's absolute discretion, to receive income or principal distributions from the trust.

Except as otherwise provided in this First Amendment, I confirm all other provisions of the DOROTHY L. TWEED 2000 REVOCABLE TRUST dated January 7, 2000.

Executed at St. Helena, California, on March 19, 2004.

Dorothy L Tweed
DOROTHY L. TWEED,
Trustor

I acknowledge receipt of this amendment on March 19, 2004.

Dorothy L Tweed
DOROTHY L. TWEED,
Trustee

STATE OF CALIFORNIA )
) ss.
COUNTY OF NAPA )

On March 19, 2004, before me, DIANA CRUZ, a Notary Public for the State of California, personally appeared DOROTHY L. TWEED, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her ~~authorized capacity, and that by her signature on the~~ instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Diana Cruz
Notary Public

DIANA CRUZ
Commission # 1344335
Notary Public - California
Napa County
My Comm. Expires Feb 24, 2006

# CITY OF ST. HELENA

## RESOLUTION NO. 2006-102

## TWEED TRUST ADMINISTRATION (OPTION A): UTILIZING WOOD TRUST FRAMEWORK FOR ADMINISTRATION OF TWEED TRUST FUNDS FOR ST. HELENA PUBLIC LIBRARY

### RECITALS

1. The St. Helena Public Library was named in 2000 as a co-beneficiary with Pacific Union College of the "Dorothy Tweed Trust." Mrs. Tweed passed away in April, 2004.
2. Ultimately cash and real property worth an estimated $1.5 M are expected to be received from the Tweed Trust for the benefit of the St. Helena Public Library.
3. The first $492,000 of these funds is expected to be received from the trust administrator within the next two months.
4. An administrative framework needs to be established (or an existing one utilized) for the management of these funds.
5. The Library Board of Trustees met and has discussed this issue at each of its past three meetings.
6. The Library Board of Trustees at its July 12, 2006 passed **Resolution No. 2006-05, UTILIZING WOOD TRUST FRAMEWORK FOR ADMINISTRATION OF TWEED TRUST FUNDS FOR ST. HELENA PUBLIC LIBRARY** which is attached. The board recommendation is that all Tweed Trust funds received be incorporated into the existing Wood Trust under "Section 5, Additions". The Wood Trust administrative framework was established by a joint City Council and Library Board subcommittee in 1998. The applicable resolutions are: St. Helena Library Board of Trustees **Resolution No. 98-01, ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND PROVIDING FOR ITS ADMINISTRATION** and St. Helena City Council **Resolution No. 98-65, ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND DESIGNATING A REPRESENTATIVE ON THE TRUST OVERSIGHT COMMITTEE**. Copies of both documents are attached.
7. The Library Board of Trustees requested the library director prepare a STAFF REPORT for the St. Helena City Council advising the latter of its recommendation and reasons for it. That STAFF REPORT dated July 11, 2006 is attached and was discussed and approved by the Library Board at its July 12, 2006 meeting.
8. The Library Board of Trustees believes many benefits will accrue from utilizing the existing Wood Trust framework for administration of Tweed Trust funds.
9. The Library Board of Trustees requests City Council action directing that all Tweed Trust funds received be incorporated into the existing George J. Wood Trust under "Section 5, Additions".

Attachment B

The Library Board of Trustees respectfully requests confirmation and action by the City Council of St. Helena.

**RESOLUTION**

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

1. Directs that all Tweed Trust funds received by the City of St. Helena be incorporated into the existing George J. Wood Trust under "Section 5, Additions".

Action taken at a Regular Meeting of the St. Helena City on July 25, 2006, by the following vote:

AYES: Councilmembers Novak, Sklar, Schoch, Mayor Britton
NOES: None
ABSENT: Councilmember Potter

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Guijosa
City Clerk

Attachment B

# CITY OF ST. HELENA

# RESOLUTION NO. 98-65

**ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND DESIGNATING A REPRESENTATIVE ON THE TRUST OVERSIGHT COMMITTEE**

## RECITALS

Dr. George J. Wood was a long-time benefactor of the Dr. George J. Wood and Elsie M. Wood Library and passed away on May 29, 1997.

Dr. George J. Wood trust document entitled the George J. Wood Trust bequeathed certain assets to the St. Helena Public Library.

The Library Board of Trustees accepted the bequest of Dr. George J. Wood at their June 3, 1998 meeting.

## RESOLUTION

The City Council hereby ratifies the Library Board of Trustees acceptance of the Dr. George J. Wood bequest on behalf of the City and approves the creation of the Dr. George J. Wood Endowment Fund as stipulated.

In accordance with the bequest, the City Council hereby appoints Councilmember Joe Potter to the Oversight Committee for a two year term.

Approved at a Regular Meeting of the St. Helena City Council on June 23, 1998, by the following vote:

Ayes: Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller

Noes: None

APPROVED:

Frank Toller
Mayor

ATTEST:

Delia Guijosa
City Clerk

CITY OF ST. HELENA
Incorporated March 24, 1876
Re-incorporated May 14, 1899
STATE OF CALIFORNIA

6/2/98

**CITY OF ST. HELENA**
**BOARD OF TRUSTEES OF THE DR. GEORGE J. WOOD AND ELSIE M. WOOD LIBRARY**

**RESOLUTION NO. 98-1**

**ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND PROVIDING FOR ITS ADMINISTRATION**

**R E C I T A L S**

A. Dr. George J. Wood, who was a long-time benefactor of the Dr. George J. Wood and Elsie M. Wood Library (the Library), passed away on May 29, 1997. By a trust document entitled the George J. Wood Trust dated December 21, 1983, as amended, Dr. Wood bequeathed certain assets by the following language to:

> "THE GEORGE & ELSIE WOOD PUBLIC LIBRARY, also known as THE ST. HELENA PUBLIC LIBRARY, INC., St. Helena, California, provided that no more than twenty percent (20%) thereof shall be used for new building construction, with the balance to be added to the Endowment Fund."

B. The Municipal Library Act of 1901, as amended, (Government Code § 18920) and the City Code (§ 8.3(b)) grant the Board of Library Trustees (the Board) the power to administer any trust declared or created for the Library and to receive property by devise or bequest and hold such property in trust as provided for the benefit of the Library.

C. The Municipal Library Act of 1901 as amended (Government Code §§ 18951-18952) and the City Code (§ 8.6) provide that all money acquired by devise or bequest for the purposes of the Library shall be apportioned to a fund to be designated the library fund and, further, that the Board shall provide for the safety and preservation of the fund and the application thereof to the use of the Library in accordance with the terms and conditions of such devise or bequest.

D. The testamentary language of the George J. Wood Trust does not detail the manner in which the bequest is to be expended or administered except to provide "that no more than twenty percent (20%) thereof shall be used for new building construction." Furthermore, although the trust agreement provides that the balance shall be added to the "Endowment Fund," there currently is no such fund established or administered by the Library.

E. The Board wishes to accept the bequest from Dr. Wood on the condition that the funds are administered in accordance with

Dr. Wood's wishes as expressed in the George J. Wood Trust and as further elaborated by Dr. Wood in numerous conversations he had with Board members, library personnel, and his own family prior to his death.

F. The Board finds that Dr. Wood desired that the nonconstruction portion of the bequest should be used to enrich and enhance basic library services, and that it should not be used for basic library services until such time as the fund is of sufficient value to contribute to such services as well as to maintain enhancements.

## RESOLUTION

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE DR. GEORGE J. WOOD AND ELSIE M. WOOD LIBRARY RESOLVES AS FOLLOWS:

1. Acceptance. The Board accepts the bequest from the George J. Wood Trust on behalf of the Dr. George J. Wood and Elsie M. Wood Library on the terms and conditions set forth herein. The Board shall hold, administer, and distribute the funds, any other funds that may be deposited into the Endowment Fund established herein, and the income and proceeds attributable to all such funds in accordance with the provisions of this Resolution.

2. Creation of Endowment Fund. There is hereby created the Dr. George J. Wood Endowment Fund. The Fund shall have two components: (1) the Construction Account containing twenty percent (20%) of the initial principal bequest from Dr. Wood and income derived therefrom; and (2) an Enhancement Account containing eighty percent (80%) of the initial principal bequest and income derived therefrom.

3. Purposes.

a. **Construction Account.**

The purpose of the Construction Account is to provide funds for new construction, including remodels, of library facilities.

b. **Enhancement Account.**

The purpose of the Enhancement Account is to provide funds to enhance and enrich basic library services. As used herein, expenditures "to enhance and enrich basic library services" shall be as determined in the sole discretion of the Board. It is intended that the Enhancement Account shall not be expended for facility maintenance or for basic overhead operations until such time as the Account is of sufficient value to contribute to such expenses as well as maintain enhancements.

4. Investment Policy. The Dr. George J. Wood Endowment Fund shall be invested and managed for the purposes stated above in accordance with the investment policy of the City of St. Helena, as such may be amended from time to time. To the extent allowable by the City's investment policy, the Fund shall be invested and managed for growth of capital.

5. Additions. Other property or funds acceptable to the Board may be added to the Endowment Fund by any person, by gift, will, codicil, proceeds of life insurance, or otherwise. All such additions shall become a part of the Account(s) designated by the donor or, if not designated by the donor, of the Account(s) designated by the Board in its sole discretion, and shall be held, administered, and distributed in accordance with the terms of this Resolution.

6. Distributions.

a. **Construction Account.**

Subject to approval and confirmation by the City Council, the Board shall have complete discretion to determine if and when income and principal shall be distributed from the Construction Account and the amount of each distribution, provided the distributions are for the purpose stated above.

b. **Enhancement Account.**

(1) On or by August 31 of each year, commencing in 1999, four (4) percent of the net fair market value of the assets of the Enhancement Account valued as of June 30 of that year shall be distributed (the Enhancement Distribution). The Enhancement Distribution shall be paid from income and, to the extent that income is not sufficient, from principal. Any income of the Account in excess of the Enhancement Distribution shall be added to principal.

(2) In computing the net fair market value of the assets of the Enhancement Account, all of the Account's assets and liabilities as of the date of the computation shall be taken into account without regard to whether particular items are taken into account in determining the income or principal of the Account. All determinations of net fair market value shall be made by the City Treasurer in accordance with generally accepted accounting principles.

(3) The Board shall have complete discretion to determine if and when the Enhancement Distribution shall be expended, provided it is expended only for the purpose stated above. Any unexpended Enhancement Distribution shall accrue in a separate account which shall be invested and managed in accordance with the terms of this Resolution.

7. Expenses. Expenses incurred in connection with establishing and managing the Endowment Fund, including without limitation, accounting, audit, legal and financial management fees, shall be paid as incurred from the Account which incurred such expenses, upon approval of the Board. If expenses are incurred for the benefit of both Accounts, such expenses shall be paid from each Account in the proportion that each Account bears to the total value of the Endowment Fund.

8. Oversight Committee. There is hereby established the Dr. George J. Wood Endowment Fund Oversight Committee. The Committee shall review performance of the Endowment Fund at least annually and advise the Board and City Council regarding financial matters relating to the Fund and to ensure compliance with the investment policy as set forth in this Resolution. The Committee shall consist of one member of the Board, one member of the City Council, and the City Treasurer. The Board and City Council members shall be appointed by their respective bodies and shall serve two (2) year terms.

9. Accounting. The City Director of Finance shall render a written accounting at least annually to the City Council and the Board regarding the transactions of the Endowment Fund, including receipts of income, investments made, and disbursements.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Dr. George Wood and Elsie M. Wood Library held on the 3RD day of JUNE, 1998, by the following vote:

Ayes: 4

Noes: 0

Absent: 1

APPROVED:

Dr. Robert Darter
Chairman

ATTEST:

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

Delia Guijosa
City Clerk

# ST. HELENA LIBRARY BOARD OF TRUSTEES

## Resolution No. 2006-05

## UTILIZING WOOD TRUST FRAMEWORK FOR ADMINISTRATION OF TWEED TRUST FUNDS FOR ST. HELENA PUBLIC LIBRARY

The St. Helena Library Board of Trustees has a long-range vision of someday having sufficient funds available in the Dr. George J. Wood (GJW) Endowment Fund to provide for the long-term operation of the Public Library without City of St. Helena funding. To reach this goal, the Board believes it is necessary that the funds in the GJW Endowment Fund and in any new endowments or trusts, be conserved to the greatest extent possible and allowed to build. Since the George J. Wood Endowment Fund was implemented in 1998, over $250,000 has been spent on library programs, equipment and improvements while the trust overall has increased in assets from $2.8M to over $3.1M. Yearly, the Wood Trust allows 4% of assets to be transferred to an "enhancement" account which may be used for Library enhancements. The Wood Trust is a "nonexpendable" trust and was made so by the joint agreement of the St. Helena City Council (Resolution No. 98-65) and by the St. Helena Library Board of Trustees (Resolution No. 98-1).

Section 5, "Additions," of St. Helena Library Board of Trustees **Resolution No. 98-1, ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND PROVIDING FOR ITS ADMINISTRATION**, states: ***"Other property or funds acceptable to the Board may be added to the Endowment Fund by any person, by gift, will, codicil, proceeds of life insurance, or otherwise. All such additions shall become a part of the Account(s) designated by the donor or, if not designated by the donor, of the Account(s) designated by the Board in its sole discretion, and shall be held, administered, and distributed in accordance with the terms of this Resolution."*** This resolution was affirmed by the St. Helena City Council on June 23, 1998 by **Resolution No. 98-65, ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND DESIGNATING A REPRESENTATIVE ON THE TRUST OVERSIGHT COMMITTEE.**

The Library Board believes the following benefits will be derived by adding the Tweed Trust funds to the Dr. George J. Wood Endowment Fund:

- Future donations by the public will be encouraged by use of the Dr. George J. Wood (GJW) Endowment Fund administrative framework that ensures funds will be used for "enhancements" to library service and not as a premature replacement for City funding of services.

- The legal and administrative costs of setting up a different administrative framework for the Tweed Trust funds will be avoided.
- The need for a subcommittee of the City Council and the St. Helena Library Board—as was done in 1998—for planning an administrative framework will be avoided.
- The existing provisions of the Dr. George J. Wood (GJW) Endowment Fund will be utilized; i.e. Section 5, "Additions," setting a precedent for future donations.
- The reasonable intent of the donor will be honored; i.e. donors give to "enhance" the organizations they give to, not to supplant existing administrative/operational funding.

The Library Board requests that the St. Helena City Council pass a resolution providing that all funds received from the Tweed Trust be added to the Dr. George J. Wood (GJW) Endowment Fund, under Section 5, "Additions," with 20% of the funds put into the Construction Account, and 80% into ~~the~~ Enhancement Account as per Section 2, "Creation of the Endowment Fund."

The Library Board of Trustees respectfully requests confirmation and action by the City Council of St. Helena.

Approved at a Regular Meeting of the St. Helena Public Library Board of Trustees on July 12, 2006 by the following vote:

AYES: 3
NOES: 0
ABSENT: 2
ABSTAIN:

APPROVED:

Dr. Robert Darter
Chairperson

6/2/98

CITY OF ST. HELENA
BOARD OF TRUSTEES OF THE DR. GEORGE
J. WOOD AND ELSIE M. WOOD LIBRARY

RESOLUTION NO. 98-1

ACCEPTING BEQUEST OF DR. GEORGE J. WOOD
AND PROVIDING FOR ITS ADMINISTRATION

RECITALS

A. Dr. George J. Wood, who was a long-time benefactor of the Dr. George J. Wood and Elsie M. Wood Library (the Library), passed away on May 29, 1997. By a trust document entitled the George J. Wood Trust dated December 21, 1983, as amended, Dr. Wood bequeathed certain assets by the following language to:

> "THE GEORGE & ELSIE WOOD PUBLIC LIBRARY, also known as THE ST. HELENA PUBLIC LIBRARY, INC., St. Helena, California, provided that no more than twenty percent (20%) thereof shall be used for new building construction, with the balance to be added to the Endowment Fund."

B. The Municipal Library Act of 1901, as amended, (Government Code § 18920) and the City Code (§ 8.3(b)) grant the Board of Library Trustees (the Board) the power to administer any trust declared or created for the Library and to receive property by devise or bequest and hold such property in trust as provided for the benefit of the Library.

C. The Municipal Library Act of 1901 as amended (Government Code §§ 18951-18952) and the City Code (§ 8.6) provide that all money acquired by devise or bequest for the purposes of the Library shall be apportioned to a fund to be designated the library fund and, further, that the Board shall provide for the safety and preservation of the fund and the application thereof to the use of the Library in accordance with the terms and conditions of such devise or bequest.

D. The testamentary language of the George J. Wood Trust does not detail the manner in which the bequest is to be expended or administered except to provide "that no more than twenty percent (20%) thereof shall be used for new building construction." Furthermore, although the trust agreement provides that the balance shall be added to the "Endowment Fund," there currently is no such fund established or administered by the Library.

E. The Board wishes to accept the bequest from Dr. Wood on the condition that the funds are administered in accordance with

Dr. Wood's wishes as expressed in the George J. Wood Trust and as further elaborated by Dr. Wood in numerous conversations he had with Board members, library personnel, and his own family prior to his death.

F. The Board finds that Dr. Wood desired that the nonconstruction portion of the bequest should be used to enrich and enhance basic library services, and that it should not be used for basic library services until such time as the fund is of sufficient value to contribute to such services as well as to maintain enhancements.

**R E S O L U T I O N**

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE DR. GEORGE J. WOOD AND ELSIE M. WOOD LIBRARY RESOLVES AS FOLLOWS:

1. Acceptance. The Board accepts the bequest from the George J. Wood Trust on behalf of the Dr. George J. Wood and Elsie M. Wood Library on the terms and conditions set forth herein. The Board shall hold, administer, and distribute the funds, any other funds that may be deposited into the Endowment Fund established herein, and the income and proceeds attributable to all such funds in accordance with the provisions of this Resolution.

2. Creation of Endowment Fund. There is hereby created the Dr. George J. Wood Endowment Fund. The Fund shall have two components: (1) the Construction Account containing twenty percent (20%) of the initial principal bequest from Dr. Wood and income derived therefrom; and (2) an Enhancement Account containing eighty percent (80%) of the initial principal bequest and income derived therefrom.

3. Purposes.

a. **Construction Account.**

The purpose of the Construction Account is to provide funds for new construction, including remodels, of library facilities.

b. **Enhancement Account.**

The purpose of the Enhancement Account is to provide funds to enhance and enrich basic library services. As used herein, expenditures "to enhance and enrich basic library services" shall be as determined in the sole discretion of the Board. It is intended that the Enhancement Account shall not be expended for facility maintenance or for basic overhead operations until such time as the Account is of sufficient value to contribute to such expenses as well as maintain enhancements.

4. Investment Policy. The Dr. George J. Wood Endowment Fund shall be invested and managed for the purposes stated above in accordance with the investment policy of the City of St. Helena, as such may be amended from time to time. To the extent allowable by the City's investment policy, the Fund shall be invested and managed for growth of capital.

5. Additions. Other property or funds acceptable to the Board may be added to the Endowment Fund by any person, by gift, will, codicil, proceeds of life insurance, or otherwise. All such additions shall become a part of the Account(s) designated by the donor or, if not designated by the donor, of the Account(s) designated by the Board in its sole discretion, and shall be held, administered, and distributed in accordance with the terms of this Resolution.

6. Distributions.

a. **Construction Account.**

Subject to approval and confirmation by the City Council, the Board shall have complete discretion to determine if and when income and principal shall be distributed from the Construction Account and the amount of each distribution, provided the distributions are for the purpose stated above.

b. **Enhancement Account.**

(1) On or by August 31 of each year, commencing in 1999, four (4) percent of the net fair market value of the assets of the Enhancement Account valued as of June 30 of that year shall be distributed (the Enhancement Distribution). The Enhancement Distribution shall be paid from income and, to the extent that income is not sufficient, from principal. Any income of the Account in excess of the Enhancement Distribution shall be added to principal.

(2) In computing the net fair market value of the assets of the Enhancement Account, all of the Account's assets and liabilities as of the date of the computation shall be taken into account without regard to whether particular items are taken into account in determining the income or principal of the Account. All determinations of net fair market value shall be made by the City Treasurer in accordance with generally accepted accounting principles.

(3) The Board shall have complete discretion to determine if and when the Enhancement Distribution shall be expended, provided it is expended only for the purpose stated above. Any unexpended Enhancement Distribution shall accrue in a separate account which shall be invested and managed in accordance with the terms of this Resolution.

7. Expenses. Expenses incurred in connection with establishing and managing the Endowment Fund, including without limitation, accounting, audit, legal and financial management fees, shall be paid as incurred from the Account which incurred such expenses, upon approval of the Board. If expenses are incurred for the benefit of both Accounts, such expenses shall be paid from each Account in the proportion that each Account bears to the total value of the Endowment Fund.

8. Oversight Committee. There is hereby established the Dr. George J. Wood Endowment Fund Oversight Committee. The Committee shall review performance of the Endowment Fund at least annually and advise the Board and City Council regarding financial matters relating to the Fund and to ensure compliance with the investment policy as set forth in this Resolution. The Committee shall consist of one member of the Board, one member of the City Council, and the City Treasurer. The Board and City Council members shall be appointed by their respective bodies and shall serve two (2) year terms.

9. Accounting. The City Director of Finance shall render a written accounting at least annually to the City Council and the Board regarding the transactions of the Endowment Fund, including receipts of income, investments made, and disbursements.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Dr. George Wood and Elsie M. Wood Library held on the 3RD day of JUNE, 1998, by the following vote:

Ayes: 4

Noes: 0

Absent: 1

APPROVED:

Robert W. Darter, md

Dr. Robert Darter
Chairman

ATTEST:

Delia Guijosa
City Clerk

# CITY OF ST. HELENA

## RESOLUTION NO. 98-65

**ACCEPTING BEQUEST OF DR. GEORGE J. WOOD AND DESIGNATING A REPRESENTATIVE ON THE TRUST OVERSIGHT COMMITTEE**

### RECITALS

Dr. George J. Wood was a long-time benefactor of the Dr. George J. Wood and Elsie M. Wood Library and passed away on May 29, 1997.

Dr. George J. Wood trust document entitled the George J. Wood Trust bequeathed certain assets to the St. Helena Public Library.

The Library Board of Trustees accepted the bequest of Dr. George J. Wood at their June 3, 1998 meeting.

### RESOLUTION

The City Council hereby ratifies the Library Board of Trustees acceptance of the Dr. George J. Wood bequest on behalf of the City and approves the creation of the Dr. George J. Wood Endowment Fund as stipulated.

In accordance with the bequest, the City Council hereby appoints Councilmember Joe Potter to the Oversight Committee for a two year term.

Approved at a Regular Meeting of the St. Helena City Council on June 23, 1998, by the following vote:

Ayes: Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller

Noes: None

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

APPROVED:

Frank Toller
Mayor

ATTEST:

Delia Guijosa
City Clerk

# CITY OF ST. HELENA

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In accordance with the bequest, the City Council hereby appoints Councilmember Joe Potter to the Oversight Committee for a two year term.

Approved at a Regular Meeting of the St. Helena City Council on June 23, 1998, by the following vote:

Ayes: Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller

Noes: None

APPROVED:

Frank Toller
Mayor

ATTEST:

Delia Guijosa
City Clerk

Attachment C

6/2/98

**CITY OF ST. HELENA**
**BOARD OF TRUSTEES OF THE DR. GEORGE**
**J. WOOD AND ELSIE M. WOOD LIBRARY**

**RESOLUTION NO. 98-1**

**ACCEPTING BEQUEST OF DR. GEORGE J. WOOD**
**AND PROVIDING FOR ITS ADMINISTRATION**

**R E C I T A L S**

A. Dr. George J. Wood, who was a long-time benefactor of the Dr. George J. Wood and Elsie M. Wood Library (the Library), passed away on May 29, 1997. By a trust document entitled the George J. Wood Trust dated December 21, 1983, as amended, Dr. Wood bequeathed certain assets by the following language to:

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B. The Municipal Library Act of 1901, as amended, (Government Code § 18920) and the City Code (§ 8.3(b)) grant the Board of Library Trustees (the Board) the power to administer any trust declared or created for the Library and to receive property by devise or bequest and hold such property in trust as provided for the benefit of the Library.

C. The Municipal Library Act of 1901 as amended (Government Code §§ 18951-18952) and the City Code (§ 8.6) provide that all money acquired by devise or bequest for the purposes of the Library shall be apportioned to a fund to be designated the library fund and, further, that the Board shall provide for the safety and preservation of the fund and the application thereof to the use of the Library in accordance with the terms and conditions of such devise or bequest.

D. The testamentary language of the George J. Wood Trust does not detail the manner in which the bequest is to be expended or administered except to provide "that no more than twenty percent (20%) thereof shall be used for new building construction." Furthermore, although the trust agreement provides that the balance shall be added to the "Endowment Fund," there currently is no such fund established or administered by the Library.

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Dr. Wood's wishes as expressed in the George J. Wood Trust and as further elaborated by Dr. Wood in numerous conversations he had with Board members, library personnel, and his own family prior to his death.

F. The Board finds that Dr. Wood desired that the nonconstruction portion of the bequest should be used to enrich and enhance basic library services, and that it should not be used for basic library services until such time as the fund is of sufficient value to contribute to such services as well as to maintain enhancements.

## RESOLUTION

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE DR. GEORGE J. WOOD AND ELSIE M. WOOD LIBRARY RESOLVES AS FOLLOWS:

1. Acceptance. The Board accepts the bequest from the George J. Wood Trust on behalf of the Dr. George J. Wood and Elsie M. Wood Library on the terms and conditions set forth herein. The Board shall hold, administer, and distribute the funds, any other funds that may be deposited into the Endowment Fund established herein, and the income and proceeds attributable to all such funds in accordance with the provisions of this Resolution.

2. Creation of Endowment Fund. There is hereby created the Dr. George J. Wood Endowment Fund. The Fund shall have two components: (1) the Construction Account containing twenty percent (20%) of the initial principal bequest from Dr. Wood and income derived therefrom; and (2) an Enhancement Account containing eighty percent (80%) of the initial principal bequest and income derived therefrom.

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7. Expenses. Expenses incurred in connection with establishing and managing the Endowment Fund, including without limitation, accounting, audit, legal and financial management fees, shall be paid as incurred from the Account which incurred such expenses, upon approval of the Board. If expenses are incurred for the benefit of both Accounts, such expenses shall be paid from each Account in the proportion that each Account bears to the total value of the Endowment Fund.

8. Oversight Committee. There is hereby established the Dr. George J. Wood Endowment Fund Oversight Committee. The Committee shall review performance of the Endowment Fund at least annually and advise the Board and City Council regarding financial matters relating to the Fund and to ensure compliance with the investment policy as set forth in this Resolution. The Committee shall consist of one member of the Board, one member of the City Council, and the City Treasurer. The Board and City Council members shall be appointed by their respective bodies and shall serve two (2) year terms.

9. Accounting. The City Director of Finance shall render a written accounting at least annually to the City Council and the Board regarding the transactions of the Endowment Fund, including receipts of income, investments made, and disbursements.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Dr. George Wood and Elsie M. Wood Library held on the 3RD day of JUNE, 1998, by the following vote:

Ayes: 4

Noes: 0

Absent: 1

APPROVED:

Dr. Robert Darter
Chairman

ATTEST:

CITY OF ST. HELENA
STATE OF CALIFORNIA

Delia Guijosa
City Clerk

Attachment D

# Board of Trustees of the St. Helena Public Library

*Minutes of the Meeting of February 9, 2011*

The regular meeting of the Board of Trustees was called to order at 5 p.m. Trustee president Dr. Darter, Lynda Burton, Bonnie Long, Susan Swan and Julie Dickson were present, as were Library Director Jennifer Baker and Mary Neilan. A motion to approve the consent items was seconded and passed. The minutes of the meeting of January 12 were approved.

**HVAC refurbishment/funding.** Pursuant to discussion at the joint trustee/foundation meeting February 2, the trustees' proposed approach to the city was reviewed with Mary Neilan. Trustees will propose that a long-term loan of Tweed Trust monies to the city fund the much needed project, to be repaid as affordable. Jennifer will prepare a staff report and recommendation to go to city council as soon as possible. Other subjects to go before the council in the future were addressed: (1) obtaining a conservation easement to protect the library's viewshed ; and (2) providing that the remainder of the Tweed Trust, when available, go directly to the foundation.

**Trustee recommendation.** It was agreed, pursuant to Bonnie's suggestion, that approval of weekly Friday Reports to City Council, which trustees receive by e-mail between meetings, be added to consent items.

**Library Director's Report.** Trustees studied, and Jennifer clarified, a January 20 memo on operating expenses and statistics. Jennifer explained, and Mary concurred, that the library's budget proposal to the city can only be tentative until elements of state and city funding are determined. The library's proposed budget for the upcoming fiscal year is slightly less than the current year, thanks to the generosity of the FOL.

**SNAP contract renewal.** Trustees reviewed SNAP figures for the upcoming 12 months, which will be flat or down. Trustees discussed how long our SNAP reserves could sustain services as funding drops.

**NorthNet/NBCLS fiscal status.** These programs are at risk, depending upon state budget decisions. Jennifer outlined the economies of scale which will no longer be available without them.

**Coffee service in library.** The current rental arrangement is not proving viable. Trustees approved Jennifer's recommendation that approximately $250 be spent on purchasing a Keurig brewing machine, similar to the one in use at city hall.

**DVD thefts.** Dvds are disappearing from the HOLD shelf. Staff suspects a young person, based upon the materials taken. The police chief suggests installation of a camera. Trustees discussed the efficacy of a permanent, comprehensive camera system.

**Library policy on animals in the building.** Trustees **MOVED, SECONDED,** and **PASSED** a policy recommended by Jennifer which welcomes service and companion animals provided they are well behaved, leashed, and do not impede the use of library facilities and services by others.

**Job reclassification.** Jennifer distributed the job description of the new part time employee, a replacement for two former positions.

**Napa Valley Wine Library Association.** Julie announced that enrollment was proceeding for the March 5 "Wine Tasting 101" course to be held at the library, and that Jennifer and trustees are welcome to attend as the association's guests.

In Kelly's absence, there was no report from the FOL.

The meeting adjourned at 6:10 p.m.

*Julie Dickson, recording secretary*

Attachment D

# Board of Trustees of the St. Helena Public Library

*Minutes of the Meeting of March 9, 2011*

The regular meeting of the Board of Trustees was called to order at 5:05 p.m. Trustee president Dr. Darter, Lynda Burton, and Julie Dickson were present, as were Library Director Jennifer Baker and Friends representative Kelly Wheaton. A motion to approve the consent items was seconded and passed. The minutes of the meeting of February 9 were approved.

**Drinking fountains/restroom tile resealing.** Trustees **MOVED, SECONDED,** and **PASSED** the directive that Jennifer investigate replacement of the failing drinking fountains and attention to the tile problem in the restrooms, with the recommendation that improvements be financed by the Friends.

**Library Director's Report.** Jennifer summarized her meeting with City Council to review the budget in its final draft form, and explained which aspects elicited questions and comment. The per capita expense is approximately $190/year. This is borne only by city residents: the suggestion has been made that patrons living outside city limits be asked to make a tax-deductible donation for library services which they enjoy.

**Update on state budget.** Assuming the upcoming floor vote and June election are positive, we may expect a 50% cut in the remaining CLSA funds. The original proposal cut 100% of library funding so this is a positive change.

**Library fund balances.** Accounting errors were recently discovered and corrected. The actual balances in the Tweed Trust and CLSA funds are several hundred thousand dollars less that previously reported. The income on Tweed Trust property is higher than reported. Overall there is less money than discussed last month, but neither the coming year's budget proposal nor plans for the next few years will be impacted. Jennifer also reviewed the balances and restrictions for use on the Ryan and Martin Trusts.

**Funding of HVAC project.** Extensive discussion concluded that there could be sufficient funds from the various sources delineated above, including also a possible loan against future Tweed property rent proceeds, to meet the expected $420K expense to refurbish the library's HVAC system. In Jennifer's annual report to the city council April 12, she will introduce the project. Our formal proposal to commence the HVAC process could be made at the April 26 meeting or in May; at that time, trustees will also request a formal easement from the city to protect in perpetuity the library's viewshed over Barney's backyard and the adjacent vineyard. *

**Additional financial discussions.** Interest on the corpus of the Martin Fund, established in the 1960s, is dedicated to California and local history projects. Jennifer proposes to explore digitization of the *St. Helena Star* microfilm, with the support of the trustees. The local tax surcharge for Fire Department debt will expire; perhaps an extension could be sought to support the library. The library will offer a "Program Patron" status for an annual fee of $50: such patrons will receive advanced notice of programs, reserved seating, and free refreshments. Jennifer distributed copies of a form the Seattle Public library uses to collect fines and fees via PayPal. Jennifer was asked to explore this possibility with the city, and further discussion will ensue re where the proceeds would be directed.

**Adult programming.** The library will collaborate with the Cameo Theater beginning in April. A film based upon a book will be shown at the Cameo one Tuesday a month, with a library-sponsored event immediately following at Cindy's Backstreet Diner. The foundation has set aside $800 to support adult programming, and it will be asked to fund the moderator, a film professor. The first film is "Jane Eyre." Wineries will be solicited to sponsor adult events, and restaurants asked to consider offering concessions to patrons attending library events: "library date night."

**Twitter bookmark to be printed.** This piece will encourage Twitter users to check with the library re the availability of best sellers/popular items.

**Visioning Project status.** Each week, two survey questions are proffered; patrons and citizens are advised re e-mail newsletter and the *St. Helena Star*. Responses are available on the library's Facebook page—link on the library's website. The "Community Workshop" to review these responses and translate them into action for the community and the library is scheduled for **Saturday, May 21**, probably at the firehouse. One hundred people will be invited, a cross section of community leaders and opinion makers. Trustees are asked to begin to build the invitation list; Lynda asked that trustees be sent an e-mail with full details.

**St. Helena Public Library Foundation.** Dr. Darter announced the addition of a new board member, with grant writing experience.

**FOL.** Kelly distributed the treasurer's report of January 20. Kelly's term as president concludes in June; no successor has yet been determined.

**Napa Valley Wine Library Association.** Julie reported upon the March 5 "Wine Tasting 101" course held at the library. Jennifer and Robyn were impressed with the instructor, and have tentatively scheduled her to present an adult program -- "Wine Snob Smack-Down" -- as a joint library/NVWLA program in January, the kick-off of a year addressing potables (this year is cuisine.) The fourth annual Books on Wine Festival will take place at the library on Thursday, April 7. Julie advised that the August 2012 tasting for members will be the Fiftieth Annual tasting, and that

association president Carolyn Martini has begun planning for special observations and related events.

The meeting adjourned at 6:10 p.m.

Julie Dickson, recording secretary

Attachment E

# STAFF REPORT

APPROVED FOR
CITY COUNCIL AGENDA
DATE: 4-20-11
CITY MGR:
ITEM NO: 17



**DATE:** April 20, 2011

**TO:** City Council

**FROM:** Jennifer Baker, Library Director

**RE:** Renovation of Library HVAC system

---

## BACKGROUND:

The St. Helena Public Library completed the remodel of its facility in 2010.

In the initial St. Helena Public Library remodel plans, the scope of work was limited to changes to interior walls, furniture relocations, associated electrical, new casework and circulation/information desk, and new carpet and finishes.

When the initial plans were submitted to the Building and Planning Department for review, building inspector Leo DePaola recommended extending the contract with the architects to incorporate a review of and proposed upgrades of the lighting and HVAC systems. His suggestion was to include schematics for these items as alternate options in the Construction RFP.

The Library Board and City Council approved the extension of MacCracken's contract to include an evaluation of the (then) current systems to quantify deficiencies, determine what type of work could be done, and what the direct benefits and criteria for these upgrades might be. The cost of this evaluation, which was delivered in February 2009, was $6,500.00 allocated from the Wood Trust.

The document delivered included a thorough examination of the current lighting and HVAC systems. It included three options to approach solving the various HVAC problems identified: a partial replacement and upgrade of the system; a full replacement of the system using the same type of equipment; and a full replacement with a completely new type of system. The building inspector, Public Works staff, the City Manager, and I reviewed the document and agreed that since the library was built over 30 years ago to an energy standard that was now obsolete and the systems were not only inefficient, but very expensive to operate and maintain, addressing these issues as a part of the remodel would be appropriate and smart even though it was unlikely that funds would be available for a full replacement.

It was recommended to the Library Board and subsequently approved by City Council that an additional $33,900.00 be allocated from the Wood Trust construction fund to develop the HVAC partial replacement option and lighting upgrades items as alternates. As alternates the remodel project would not be jeopardized if the proposed cost received in the bid process exceeded the budget.

As anticipated, the total cost of the remodel with all alternates exceeded the amount set aside in the capital fun for the remodel. The largest component which tipped the balance was the HVAC renovation. As a result, when the construction contract for the project was awarded, the Library Board and director recommended the approval of Wood Trust funds to move forward with the base project plus alternates **excluding the update to the HVAC system** which exceeded the funds available.

The cost of the HVAC alternate was bid at $422K. This was based on the specifications created to complete a partial replacement and upgrade, the cheapest of the three options put forth by the engineering consultants. Since there were not sufficient funds in the capital account created for the project it was decided to forgo the HVAC portion so as not to delay the project further despite the fact that all were in agreement that the work needed to be done.

**Funds Available**

Now that the remodel has been completed, thoughts have turned again to the problem of HVAC and how it might be solved.

The specifications for the project will need to be updated to meet new standards adopted by the State of California effective January 2011 and an inexpensive addition of an air curtain which will make the system more efficient will be included in the specifications. Aside from these minor modifications, the existing specifications completed by the architects for the original construction project will be used.

The following funds are available to complete the specification update and renovation project:

- Following the completion of the remodel, approximately $40K remained in the capital fund set aside from the Wood Trust construction fund.

- At the close of the current fiscal year there will be approximately $280K in the Tweed Trust. This revocable, expendable trust was given to the library by Dorothy Tweed upon her death in 2004 with no restrictions as to its use. When the money was accepted by the City of St. Helena on behalf of the library, it was recommended by the Library Board and resolved by City Council that the restrictions placed on the Wood Trust (monies could only be used to fund "enhancements" to library services with the exception of 20% designated for construction) be put in place to protect the use of the Tweed funds. **The Library Board is now recommending a reversal of this decision** in order to free up the remaining funds to pay a large percentage of the HVAC costs. This action would not in any way violate the order of the Trust or the wishes of Dorothy Tweed. *

- A third trust gifted to the library in 1942 by the Ryan family is also available to use. The funds in this trust are not restricted in any way except that the original principle may not be used. The anticipated balance at the end of the fiscal year is $93,500. Minus the original principal of $12,918, leaves approximately $80,500 which could be allocated toward the HVAC renovation.

- When the Tweed Trust was gifted to the library, it included with it a large piece of property (three parcels) in Chiles Valley. This property is jointly owned by the library and Pacific Union College. There is a long-term lease on the property which nets approximately $24,000 to the library annually. The library proposes that if the amount needed to renovate the HVAC system to the new specifications exceeds the combined amount available in the capital fund ($40,000), the Tweed Trust ($280,000), and the Ryan Trust ($80,500), the remainder could be borrowed from the City's General Fund to be paid back at a rate of $24,000 a year.*

* The bid on the HVAC renovation which was received as a part of the remodel bid process as an alternate was $422,000. The combined funds already available equal a little over $400,000. Assuming that the bid to complete the work now as a separate contract will be of a similar amount it should not be necessary to borrow more than could be paid back in two to five years.

**Discussion**

For the last several years the City has spent an inordinate amount of money on HVAC upkeep for the library. For example: in 2008, the City spent more than $40,000 over the amount that was expected and budgeted in maintenance and repair to the library's HVAC system. Subsequent years have also required additional repairs exceeding the anticipated cost of regular maintenance affecting both the Library's budget and that of Public Works. These amounts did not include the additional staff costs incurred by Public Works staff that pays regular calls to the facility for minor adjustments and problems or the time of library staff that must manually reset units throughout the building regularly.

As the system ages and becomes more difficult to maintain, each year the system requires additional fixes and attention. Although the City absorbs a great deal of the ongoing expense of routine maintenance each year, any unanticipated costs are charged to the library. Because these expenses are not usually budgeted, the money must be taken from other projects when this occurs. In 2008 the Library paid for $30,000 of the $41,138.22 spent on repairs and maintenance of the existing HVAC system—this expense delayed the installation of self-check machines by one year.

Despite the seemingly constant maintenance of the system, the units habitually do not work as they should. Any time we experience extreme temperatures of hot or cold the system fails to work properly. The public and staff are frequently uncomfortable as a result and Public Works employees must be pulled from their regular duties to investigate, make, and supervise repairs. In addition to creating barriers to sustaining a comfortable environment for staff and patrons, the inability to sustain moderate temperatures within the facility has a negative effect on library collections, some of which are very unique and cannot be replaced.

It is generally understood from speaking with engineers and experts that the only way to completely "fix" the HVAC system would be to install very expensive and unsightly exposed ducting throughout the facility or to completely gut the building and rebuild all the interior ducts which is not truly an option. However, the renovation that is proposed will have a positive impact by increasing staff ability to control indoor air temperatures and reducing the ongoing costs of regular repairs and makeshift efforts.

**RECOMMENDED ACTION:**

A proposal from MacCracken Architects who designed and managed the remodel project was received March 10, 2011. The scope of the proposal would revise the mechanical drawings to reflect new codes that have been adopted since the previous submittal and create specifications for the air curtain addition. These modifications will allow us to use the existing specifications to put the renovation project out to bid. The cost of this proposal would include the following:

$4,870 – Revision of current drawings, resubmittal, response to Plan Check comments
$2,130 – Drawings & documents for addition of air curtain
$3,450 – Bidding & construction admin of existing drawings
$3,700 – Coordination of consultants and overall project bidding & construction administration
$1,000 – Structural engineer (for verification of air curtain hanging & structure).

The proposal also assumes an estimated $1500 for reimbursables. The full contract amount would be $16,650. The full proposal is attached.

The following action is recommended:

- City Council would approve the use of remaining capital funds in the remodel project in combination with Tweed Trust and Ryan Trust funds to fund the renovation and partial replacement of the library's HVAC system as recommended and designed. This would include rescinding Resolution 2006-47 which restricts the use of Tweed funds.
- City Council would approve the proposal from MacCracken Architects to update the HVAC renovation specifications to current code (including the addition of air curtain) and to oversee the RFP and construction phases of the project.

Staff will then return with the completed RFP to be approved and released.

**FISCAL IMPACT:** Anticipated cost of the project is $400,000, based on previous bids on the same scope of work made in late 2009. Monies controlled by the City in library designated funds (separate from General Fund) have been identified and would be used to fund the project. Total cost of the project cannot be estimated until the work goes to bid.

Use of the Tweed Trust to fund this project will exhaust the monies left to the library by the Tweed estate in the original distribution (addition distributions are anticipated in the future). The library has a commitment from the St. Helena Public Library Foundation to fund ongoing projects and services that have been funded through Tweed for the last several years. This commitment is projected at a minimum of $65,000 annually beginning in FY 2011/12.

The other funds to be used to finance the project are not routinely used for operations. Therefore exhausting these funds will not negatively impact the library's ongoing fiscal sustainability.

**ATTACHMENTS:**

- Original review of system from MacCracken's subcontractor
- Related Tweed trust documents
- Related Ryan trust documents
- Proposal from MacCracken Architects to update specifications and manage project

# HVAC and Lighting Systems Evaluation
# St. Helena Public Library
# 1492 Library Lane
# St. Helena, CA 94574

**February 11, 2009**

**Prepared for**

**MacCraken Architects**
**By**

**Guttmann & Blaevoet**

(detailed report pages #7-19
not included here)

# STAFF REPORT

**DATE:** April 11, 2006

**TO:** St. Helena City Council

**FROM:** Larry Hlavsa, Library Director

**RE:** RESOLUTION CLARIFYING PURPOSES FOR WHICH TWEED TRUST FUNDS MAY BE EXPENDED

---

## BACKGROUND:

In 2004, the St. Helena Public Library was informed that it had been named as a co-beneficiary with Pacific Union College in the "Dorothy L. Tweed 2000 Revocable Trust." Ms. Tweed passed away on April 23, 2004 at which time her trust became irrevocable. The law firm of Coombs & Dunlap, LLP is handling the Tweed Trust. The trust consists "of liquid assets valued at approximately $1 million and a 129.7-acre parcel of real property located in Lower Chiles Valley which was appraised for purposes of the federal estate tax return at $2.2 million."

On January 10, 2006, the St. Helena City Council by Resolution No. 2006-07 voted to accept a distribution of an undivided one-half interest in the Lower Chiles Valley property rather than a one-half interest in any proceeds of sale.

The City of St. Helena then informed the Tweed Trust attorney, Carol Sobczak of Coombs & Dunlap, that it wished to take title as "City of St. Helena."

In response, in a letter dated February 9, 2006, Ms. Sobczak requested that prior to such a title transfer, the St. Helena City Council pass a resolution "...stating that any assets distributed to the city from the Dorothy L. Tweed 2000 Revocable Trust, and any income and proceeds of sale of such assets, will be used solely for the benefit of the St. Helena Public Library." In a phone conversation on March 10, 2006, Ms. Sobczak further clarified that the intent of Mrs. Tweed was that the funds be used for "enhancements" to library services and not to replace City funding of library operations. *

## DISCUSSION/ANALYSIS:

Passage of the attached resolution will satisfy the requirements of the Tweed Trust specifying that all Tweed Trust funds be used solely for the benefit of the St. Helena Public Library and allow title to the real property in Lower Chiles Valley to be transferred & the property to be sold. Coombs and Dunlap are attorneys for the Tweed Trust as such the City Attorney has a conflict of interest. Once the property is deeded to the City of St. Helena and the Pacific

Union College the conflict ceases to exist and the City Attorney can handle the disposal of the property on behalf of the City.

Any funds received by the City as a result of the sale of the property will be placed in a Trust Fund until the details of the administration of the funds are finalized.

**FISCAL IMPACT:**

Adoption of the resolution is the last formality for the City to receive a distribution of an undivided one-half interest in 129.7 acre parcel located in Lower Chiles Valley.

**ALTERNATIVES:**

If the City meets the resolution request of the Tweed Trust attorney, the property title transfer will occur.

If the City fails to meet the resolution request of the Tweed Trust, the property title transfer may be denied.

**RECOMMENDED COUNCIL ACTION:**

Adopt attached resolution Clarifying the Purpose for which Tweed Trust Funds may be Expended.

**ATTACHMENTS/EXHIBITS:**

--July 28, 2005 letter from Ms. Carol Sobczak, attorney for Coombs & Dunlap, LLP, regarding Tweed Trust Administration.

--December 15, 2005 letter from St. Helena City Manager Bert Johansson to Ms. Carol Sobczak regarding distribution of Lower Chiles Valley property.

Resolution

CERTIFIED COPY

# CITY OF ST. HELENA

## RESOLUTION NO. 2006-47

## CLARIFYING PURPOSES FOR WHICH TWEED TRUST FUNDS MAY BE EXPENDED

### RECITALS

1. The St. Helena Public Library was named in 2000 as a co-beneficiary with Pacific Union College of the "Dorothy Tweed Trust." Mrs. Tweed passed away in April 2004.

2. Late in 2005, the attorney for the Dorothy Tweed Trust asked that the City of St. Helena and Pacific Union College "…accept a distribution of an undivided one-half interest in the property rather than a one-half interest in any proceeds of sale." This portion of the trust concerns a 129.7-acre parcel of real estate located in Lower Chiles Valley.

3. On January 10, 2006, the St. Helena City Council passed Resolution No. 2006-07 APPROVING ACCEPTANCE OF TWEED TRUST REAL PROPERTY ON BEHALF OF THE ST. HELENA PUBLIC LIBRARY.

4. The City asked that title be given to the "City of St. Helena."

5. The attorney for the Tweed Trust, in a letter dated February 9, 2006, wrote that "before we make the transfer, we request a resolution from the St. Helena City Council stating that any assets distributed to the city from the Dorothy L. Tweed 2000 Revocable Trust, and any income and proceeds of sale of such assets, will be used solely for the benefit of the St. Helena Public Library."

### RESOLUTION

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

1. All assets distributed to the city from the Dorothy L. Tweed 2000 Revocable Trust, and any income and proceeds of sale of such assets, will be used solely for the benefit of the St. Helena Public Library.
2. Directs funds resulting from the administration of the Tweed Trust will be used solely for the benefit of the St. Helena Public Library.

Approved at a Regular Meeting of the St. Helena City Council on April 11, 2006, by the following vote:

AYES: Councilmembers Sklar, Novak, Schoch, Potter, Mayor Britton
NOES: None

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Guijosa
City Clerk

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

SH Data\Admin\Delia\Resolutions\Tweed Trust 2006.doc

ATTEST:

The foregoing instrument is a correct copy of the original on file in this office of City Clerk and Clerk of the St. Helena City Council, County of Napa, State of California

Date 4-25-06

Seal

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

# Director's Memo

**To:** Library Board of Trustees

**From:** Larry Hlavsa

**CC:**

**Date:** 10 March 2006

**Re:** **TWEED TRUST ADMINISTRATION**

---

Yesterday I spoke with Karen Scalabrini, Finance Director, about the handling and administration of the Tweed Trust. While she said the trust proceeds could be handled financially in the same manner as the Wood Trust (which is what I recommended to the Board Wednesday night), she questioned whether the trustees really wanted to do that. Since Mrs. Tweed put no restrictions upon her trust, Karen thinks you may not want to intentionally make the trust funds "non-expendable" as the Wood Trust funds are. "Non-expendable" simply means that only a portion of the funds can be used in any one year. "Expendable" means the trust could be entirely expended for anything (library-related) at any time. For example, if we wanted to use the funds for a library expansion we could do that. In my estimation, however, it also means we could be forced to use the funds for previously City-funded items.

While understanding the flexibility of keeping the funds "expendable," it concerns me that they could be used for things other than "enhancements." Based on City Attorney Diane Price's 1998 legal memorandum, I think the decision on how to administer the Tweed Trust certainly belongs to the Library Board. In making it, however, I would re-iterate that I doubt anyone (Mrs. Tweed in this case) makes a bequest thinking their funds will be used to replace previously City-funded line items. I think someone makes a bequest expecting the funds will be used to "enhance" the Library. By administering the funds in a manner identical to the Dr. Wood Trust, I think we would help to insure that. Former library director Clayla Davis, with whom I spoke this week, says the Wood Trust Resolution in 1998 was written carefully to insure the Wood Trust wasn't raided for normal City operations. The Wood Trust Resolution was written by then City Attorney Diane Price. Ms. Price was commended by the Library Board at its June 3, 1998 meeting for her "...good work creating [the] document to perpetuate Dr. Wood's wishes to provide for the Library."

I continue to believe it would be good to emulate the 1998 Wood Trust administrative resolution language in our administrative resolution for the Tweed Trust for 2006.

The Finance Director, Karen Scalabrini, is willing to come over to talk with you about this; i.e. "expendable" vs. "non-expendable" and I think that would be a good idea. I recommend we have Karen over so that she can express directly her viewpoint so you can make an informed decision. She says she could come for a "special" meeting or at your April 12, 2006 regularly schedule meeting.

Incidentally, I will be meeting with City Manager Bert Johansson on Monday to talk about the Tweed Trust.

How shall we proceed?

Thanks!

Larry Hlavsa
Library Director

ROBERT H. ZELLER
932 Randolph Street
Napa, California

City Attorney for
CITY OF ST. HELENA

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF NAPA

| | |
|---|---|
| In the Matter of the Estate of JOHN J. RYAN, also known as JOHN JOSEPH RYAN, Deceased. | No. 6344 |
| | FIRST ACCOUNT OF TRUSTEE |

The Board of Trustees of St. Helena Library of the City of St. Helena, petitioner herein, makes its first Trustee's accoun and report for the period September 8, 1941 to and including December 31, 1959, as follows:

I

Petitioner is the Testamentary Trustee of the above entit? estate and has been such continuously since September 8, 1941 until the filing of this account.

II

Petitioner is chargeable, and is entitled to credits, as forth in this summary of account. The attached supporting schedules are incorporated herein by reference:

Laws of the State of California provides as follows:

"Boards of library trustees shall have power:

Second - To administer any trust declared or created for such libraries, and receive by gift, devise or bequest and hold in trust or otherwise, property situated in this state or elsewhere, and where not otherwise provided, dispose of the same for the benefit of such libraries."

It further appearing to the court and the court now finds that said BOARD OF LIBRARY TRUSTEES OF THE ST. HELENA PUBLIC LIBRARY of the said City of St. Helena, a municipal corporation, has filed herein its statement in writing to the effect that said BOARD OF LIBRARY TRUSTEES will accept an appointment by said court as trustee of said trustee estate should the court make its order so appointing said BOARD OF LIBRARY TRUSTEES OF THE ST. HELENA PUBLIC LIBRARY as trustee of said trust estate created under and by virtue of said last will and testament of said decedent as aforesaid.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that due legal notice of the hearing of said first and final account and said petition for final distribution has been duly given in the manner, form and for the time prescribed by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all taxes of every kind and description that have been levied, assessed or adjudged due or accrued against the estate of said decedent or upon the share of any heir at law of said decedent, including any personal income tax due, or which has become payable under the provisions of the Personal Income Tax Act of 1935 and acts amendatory thereto, have been duly paid and discharged, and that there is no inheritance tax due under the provisions of the Inheritance Tax Act of the State of California, or is there any personal income tax due or which has become payable under the provisions of the Personal Income Tax Act of 1935 and acts amendatory thereto, from said estate or said decedent.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that due and legal notice to the creditors of said estate has been given, all in the manner, form and for the time prescribed by law.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that said first and d court; that said deceased at the time of his death was a resident City of St. Helena, County of Napa, State of California, and was e man and left no issue or any living parent or other near s or heir at law.

It further appearing to the court and the court now finds that terms of the last will and testament of said JOHN J. RYAN, also s JOHN JOSEPH RYAN, deceased, said decedent devised, bequeathed posed of his said estate in the manner following; that is to say:

"FOURTH: All of my estate, whether the same be real, personal, l, of whatever kind or character and wheresoever the same may be l, of which I may die seized or possessed, or in which I may y interest or right of testamentary disposition or power of nent at the time of my death, I hereby give, devise, and bequeath OF ITALY NATIONAL TRUST AND SAVINGS ASSOCIATION, a national association, in trust, nevertheless, as a perpetual eleemosynary on the following terms, conditions, uses, trusts, and limitations:-

1) My said trustee shall pay all of the net income derived from the trust estate to the trustee or other governing body or board of the ST. HELENA PUBLIC LIBRARY, at St. Helena, California, for the purpose of maintaining the said library.

2) In the event that this trust should for any reason be or become impractical, obsolete, or unnecessary, my said trustee shall thereafter apply all of the said net income to such other similar charitable use as, in its absolute discretion, it shall deem proper or as may be directed by a court of competent jurisdiction, and it shall be competent for my said trustee at any time to apply to such court for directions with reference to its duties hereunder.

3) My said trustee shall own, hold, manage, care for, and protect all of the said trust estate and the income thereof and shall have the power, and the power is hereby granted to it to sell, exchange, lease, mortgage, hypothecate and/or encumber the said trust estate or any part thereof and to invest or reinvest the proceeds of any such sale or sales of said trust estate in such securities as it shall deem for the best interests of the trust estate and the beneficiaries thereof."

# SUMMARY OF ACCOUNT

| | | |
|---|---|---|
| **Charges** | | |
| Inventory and Appraisement<br>See Receipt filed herein March 2, 1942 | $ | 7,563.75 |
| Receipts during account period<br>See Schedule A | | 3,750.57 |
| Gains on sales<br>See Schedule B | | 1,603.97 |
| Total charges: | $ | 12,918.29 |
| **Credit** | | |
| Disbursements (Schedule C) | $ | 3,377.56 |
| Losses on Sales (Schedule D) | | 530.74 |
| Other Losses: (Schedule E) | | 445.02 |
| Property on Hand (Schedule F) | | 8,564.97 |
| Total Credits | $ | 12,918.29 |

03/11/11

# P R O P O S A L

**Distribution:**

| | | |
|---|---|---|
| **Jennifer Baker**<br>**St. Helena Public Library**<br>**1492 Library Lane**<br>**St. Helena, CA 94574** | | |

PROJECT: Public Library Scope Addition – HVAC scope

Dear Jennifer,

Thanks for the opportunity to provide further services due to reconsidering the HVAC scope in the original drawings, which was an alternate that was not selected in the previous construction work and the addition of an "air curtain" at the existing entrance.

<u>PROJECT SCOPE</u>

- Provide bid support, and construction administration for the following selected option from the above-mentioned original drawings. We have noted two cost options depending on whether or not the existing drawings can be used or whether they need to be updated due to changes in the Code.

- HVAC recommendation #1: Partial replacement of the existing HVAC system including new console heat pumps, and a new boiler and fluid cooler in the existing exterior mechanical space. Console, cooler and cooler controls will be by DDC (Direct Digital Control).

- An addition of an "air curtain" HVAC system above the automatic main entrance doors to reduce the influx of exterior cold air when the doors are opened.

MACCRACKEN
ARCHITECTS
SIXTH STREET
SECOND FLOOR
SAN FRANCISCO
www.macarchs.com

03/11/11

ESTIMATED FEE:

Basic architectural fees shall be billed on monthly basis at the rates noted in the attached schedule of charges. Fees will not exceed either:

**Option 1: $9,680** Re-use the existing MEP drawings which were previously submitted to the building department. Breakdown of costs below.

- $2,130 Guttman & Blaevoet – Drawings & documents for addition of air curtain
- $3,450 Guttman & Blaevoet – Bidding & construction admin of existing drawings
- $3,100 MacCracken – Coordination of consultants and overall project bidding & construction administration
- $1,000 Structural engineer (for verification of air curtain hanging & structure).

**Option 1 Reimbursables estimate:** $960

**Option 2: $15,150** Revise the mechanical drawings to reflect new codes that have been adopted since the previous submittal. Scope will be identical except for any additions or modifications due to the Code changes.

- $4,870 Guttman & Blaevoet – Revision of current drawings, resubmittal, response to Plan Check comments
- $2,130 Guttman & Blaevoet – Drawings & documents for addition of air curtain
- $3,450 Guttman & Blaevoet – Bidding & construction admin of existing drawings
- $3,700 MacCracken – Coordination of consultants and overall project bidding & construction administration
- $1,000 Structural engineer (for verification of air curtain hanging & structure).

**Option 2 Reimbursables estimate:** $1500

PHASES OF WORK:

1. Bid & Negotiation
   - Provide documentation as required for competitive bidding contracts.
   - Attend project meetings with owner and consultants as needed to complete this phase of the project.
   - Respond to contractor's questions during bidding.
   - Review of contractor bids and alternates, if requested.

2. Construction Administration

- Review all mechanical and electrical shop drawings, submittals and samples for compliance with the contract documents.
- Issue clarifications as required.
- Provide periodic site observations and prepare a written report of each visit plus follow up on punch list items as needed.
- Attend project meetings
- Respond to RFIs, change order requests, and construction issues as required.

I hope that this proposal meets with your expectations. We are prepared to begin work immediately upon your signed acceptance of this letter and will follow up with the City to verify the existing contract will cover this additional scope of work.

Sincerely,

Stephen MacCracken, R.A.

( ) St. Helena Public Library

**BID PROPOSAL**

Bidder: Codding Construction Co
P.O. Box 3550
Rohnert Park, CA. 94928

Project: St. Helena Public Library

Due: October 13, 2009

Bid For: Interior Remodel

Describe Bid Package

For the City of St. Helena, Napa County, California.

TO THE HONORABLE CITY COUNCIL
OF THE CITY OF ST. HELENA

The undersigned, as Bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted that it will contract with the City of St. Helena, in the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work, and furnish all the materials specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the City Engineer as therein set forth, and it will take in full payment thereof the following prices of the materials and work to be done completely installed/constructed to the satisfaction of the City of St. Helena, to-wit:

Base Bid: $381,500.00

Three hundred eighty-one thousand five hundred Dollars

Replace and install new carpet in Children's Book Room, Story Room & Young Adult Room;
Bid $27,200.00 Twenty-seven thousand two hundred Dollars

Sand, patch and repaint existing walls and ceiling in Children's Book Room & Story Room;
Bid $13,300.00 Thirteen thousand three hundred Dollars

Replace and install new carpet in Meeting Room;
Bid $4,800.00 Four thousand eight hundred Dollars

Update HVAC system as described;
Bid $422,975.00 Four hundred twenty-two thousand nine hundred seventy five Dollars

Replace existing lighting fixtures, controls and additional scope;
Bid $106,425.00 One hundred six thousand four hundred twenty-five Dollars

Repaint exterior of existing building;
Bid $22,700.00 Twenty-two thousand seven hundred Dollars

Alternate for fixture types as described;
Bid $13,900.00 Thirteen thousand nine hundred Dollars

Attachment F

# CITY OF ST. HELENA

# RESOLUTION NO. 2006-47

## CLARIFYING PURPOSES FOR WHICH TWEED TRUST FUNDS MAY BE EXPENDED

### RECITALS

1. The St. Helena Public Library was named in 2000 as a co-beneficiary with Pacific Union College of the "Dorothy Tweed Trust." Mrs. Tweed passed away in April, 2004.

2. Late in 2005, the attorney for the Dorothy Tweed Trust asked that the City of St. Helena and Pacific Union College "…accept a distribution of an undivided one-half interest in the property rather than a one-half interest in any proceeds of sale." This portion of the trust concerns a 129.7-acre parcel of real estate located in Lower Chiles Valley.

3. On January 10, 2006, the St. Helena City Council passed Resolution No. 2006-07 APPROVING ACCEPTANCE OF TWEED TRUST REAL PROPERTY ON BEHALF OF THE ST. HELENA PUBLIC LIBRARY.

4. The City asked that title be given to the "City of St. Helena."

5. The attorney for the Tweed Trust, in a letter dated February 9, 2006, wrote that "before we make the transfer, we request a resolution from the St. Helena City Council stating that any assets distributed to the city from the Dorothy L. Tweed 2000 Revocable Trust, and any income and proceeds of sale of such assets, will be used solely for the benefit of the St. Helena Public Library."

### RESOLUTION

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1. All assets distributed to the city from the Dorothy L. Tweed 2000 Revocable Trust, and any income and proceeds of sale of such assets, will be used solely for the benefit of the St. Helena Public Library.
2. Directs funds resulting from the administration of the Tweed Trust will be used solely for the benefit of the St. Helena Public Library.

Approved at a Regular Meeting of the St. Helena City Council on April 11, 2006, by the following vote:

AYES: Councilmembers Sklar, Novak, Schoch, Potter, Mayor Britton
NOES: None

APPROVED:

Delford Britton
Mayor

ATTEST:

Delia Guijosa
City Clerk

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

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**REGULAR MEETING**
**ST. HELENA CITY COUNCIL**
**VINTAGE HALL BOARD ROOM – SECOND FLOOR**
**465 MAIN STREET, ST. HELENA**
**April 26, 2011**
**6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting can be found at www.ci.st-helena.ca.us or by calling the City Clerk at (707) 967-2792.

Mayor Britton called the meeting to order at 6:00 p.m. and the flag was saluted.

**ROLL CALL**
Present: Councilmembers White, Sanchez, Crull, Nevero, Mayor Britton
Absent: None

**REPORTS BY STAFF AND CITY COUNCIL AND FUTURE AGENDA ITEMS**

**City Manager:**

**Closed Session**
No reportable action with regard to the Closed Session held at 5:30 p.m.

**Low Income**
Advised that there is a program that assists low income residents with their utility bills. Anyone interested should contact City Hall.

**Police Chief:**

**Neighborhood Watch**
The second Neighborhood Watch meeting is being held today at Grandview. He reminded residents to lock their cars to avoid "opportunity for crime" incidents

**PUBLIC FORUM**

**Invest in Your Own Utility – Bob Becker**
Encouraged the Council to look into a program called Invest in your Own Utility and suggested a presentation be made to the Council.

**PRESENTATIONS AND PUBLIC RECOGNITIONS**

**Fire Department Annual Report**
Chief Sorensen introduced newly promoted Deputy Fire Chief Jim Capponi. The Fire Department annual report was given. City has been designated an ISO rating of 4.

**CONSENT ITEMS**

Councilmember Crull moved to approve Consent Items 7 - 14. The motion was seconded by Councilmember White and on roll call carried by the following vote:
AYES: Councilmembers Crull, White, Sanchez, Nevero, Mayor Britton
NOES: None

Those items approved were as follows:

6. Pulled the City Council Regular Minutes of March 22, 2011;

7. Approved City Council Special Minutes of March 30, 2011;

8. Approved City Council Special Minutes of April 5, 2011;

9. Noted and Filed Tree Committee Minutes of March 10, 2011;

10. Adopted Resolution No. 2011-31 Approving Professional Services Agreement with Jerry Haag for Contract Planning Services;

11. Adopted Resolution No. 2011-32 Rescinding Resolution Enacting Phase II Water Emergency;

12. Ratified Separation Agreement and General Release of All Claims between the City of St. Helena and Mary Neilan;

13. Ratified Resolution No. 2011-26 Approving Temporary Salary Adjustment for Interim City Manager; and

14. Approved Response to St. Helena Star Regarding "Brown Act Demand for Cure and Correction."

**PUBLIC HEARINGS**

**15. Consideration of Ordinance Establishing Proposed Water and Wastewater Rates Necessary to Cover Basic Operation and Maintenance Costs, Existing Debt Covenant Requirements, Capital Improvement Projects, and Adequate Reserves for Operation of the Water and Wastewater Systems**

Presentation of proposed water and sewer rates given by consultant Bob Reed. Finance Director Scalabrini advised that 376 protests had been received.

Mayor Britton opened the publicized Public Hearing at 7:13 p.m. and invited public comments.

Those addressing the Council were as follows: Edward Poole, Pat Dell, Lester Hardy Alan Galbraith, Grace Kistner, Rebecca Bell, John Thoreen, Monty Bennett, and Dot Varland.

Mayor Britton closed the publicized Public Hearing at 7:42 p.m.

Mayor Britton asked that staff look into the possibility of changing VVMHP (and similar multi family sites) rate category from multi family to single family and that this information be considered at a future meeting.

The Council directed staff to insert a flier with the next water billings explaining the proposed water rates.

Councilmember White moved to find the ordinance exempt from CEQA, introduce and waive the reading of the proposed Ordinance amending Section 13.04.080 and 13.02.020

of the City Code revising water and wastewater rates with the exception that the outside city column be populated with the same rates as the inside rates, and to acknowledge receipt of written protests and withdrawal of previously filed written protests. The motion was seconded by Councilmember Nevero and carried by the following vote:
AYES: Councilmembers White, Nevero, Sanchez, Crull, Mayor Britton
NOES: None

**RECESS**
At 7:45 p.m. Mayor Britton called for a recess. The meeting was reconvened at 7:55 p.m.

**SCHEDULED MATTERS**

**16. Review City Manager Recruitment Proposals, City Manager Job Description, and City Manager Qualifications**
Council directed the Interim City Manager to check the recruiting firm references, narrow down the proposals submitted, and make a recommendation to the Council. The Council, too, will prioritize the firms.

Staff was directed to agendize for discussion purposes the hiring of an Interim City Manager.

**17. Memorandum Requesting Approval of Proposal from McCracken Architects to Update the Library HVAC System and Approval of Capital Funds in Combination with Tweed and Ryan Trust Funds**
Councilmember Crull moved to approve the use of remaining capital funds in the library remodel project in combination with Tweed Trust and Ryan Trust funds to fund the renovation and partial replacement of the library HVAC system as recommended and designed, and to rescind Resolution No. 2006-47 which restricts the use of Tweed funds. Additionally, to approve the proposal from McCracken Architects to update the HVAC renovation specifications to current code (including the addition of the air curtain) and to oversee the RFP and construction of the project and noting that staff will return with a completed RFP to be approved and released. The motion was seconded by Councilmember Sanchez and on roll call carried by the following vote:
AYES: Councilmembers Crull, Sanchez, White, Nevero, Mayor Britton
NOES: None

*

**18. Update on Next Steps with Regard to the General Plan Update and General Plan Update Environmental Impact Report (EIR)**
The Council directed that a Joint City Council/Planning Commission Meeting be scheduled on May 17, 2011 for the purpose of the Council and Planning Commission jointly reviewing the General Plan next steps.

Public Works Director Ferons was requested to provide information on the Adams Street well prior to that meeting.

**19. Review of Visioning Statement for the City Owned Adams Street Property Including Consideration of Issuance of an RFP for an Affordable Housing Development on that Site at the Request of Councilmember Sanchez**
Councilmember Sanchez moved to direct staff to develop a proposal with the Housing Committee to issue an RFP to profits and non-profits noting that the RFP should follow the visioning plan. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers Sanchez, Crull, White Nevero, Mayor Britton
NOES: None

**ADJOURNMENT**
Mayor Britton adjourned the meeting at 10:21 p.m.

**APPROVED:** **ATTEST:**

____________________________
Delford Britton, Mayor

____________________________
Delia Guijosa, City Clerk

Minutes of the
St. Helena Public Library Board of Trustees
5:00 PM
March 11, 2015
California Room

1. **CALL TO ORDER**
   Library Director Jennifer Baker called the regular meeting of the Board of Trustees to order at 5:04 p.m.

2. **ROLL CALL**
   Present were: Trustees Bob Dye, Skip Lane, Bonnie Long, Malcolm McClain, Susan Swan, and Lin Weber, Terry Wood; Library Director Jennifer Baker; and Friends & Foundation Executive Director Maria Stel.

3. **PUBLIC INVITED TO ADDRESS THE BOARD**
   There were no public comments.

4. **CONSENT/INFORMATION ITEMS:**

   a. The February 11, 2015 minutes were approved.

   b. The March program calendar was approved.

   c. The March 2, 2015 Monthly Report to City Council was approved.

   d. The January library usage statistics were approved.

   e. The January departmental financial statement was approved.

5. **TRUSTEE ITEMS FOR DISCUSSION AND FUTURE AGENDA ITEMS** - Lin mentioned that she visited the California Room on Monday and noticed popcorn all over the floor. Jennifer explained that the California Room is not included in the cleaning staff's routine so library staff is responsible for cleaning it. Jennifer will make sure it becomes part of library staff's cleaning routine.

   Susan asked if there has been any community feedback on the change in hours. Jennifer said the only comments she has received have been requests to update the sign at the sidewalk to reflect the new hours. The sign will be updated this week.

**6. LIBRARY DIRECTOR'S REPORT/REGULAR BUSINESS:**
Jennifer reported that SNAP library directors will choose the new ILS system on Friday. She is 99% sure it will be a hosted (Internet-based) solution, and that St. Helena Public Library will contract directly with the ILS service provider from now on and not through Solano, so will have more local control over the customization of the product. Eliminating the cost of Solano staffing to run the system will greatly reduce St. Helena Public Library's cost, even if the price of the ILS system goes up a little bit. The Deputy Director of the Solano

automation staff is retiring, so the library directors group will likely bring in a project manager to assist with migration and to guide participating libraries through the transition to the new system. Library directors will then determine what ongoing staffing will be necessary. Jennifer hopes that the circulation statistics will be more reliable with the new system, as the recent numbers have not matched attendance figures. Trustees reviewed the General Ledger, and Jennifer noted that the money for materials is almost used up, which is typical for this time of year. There has been some savings in salaries due to moving people around, so Jennifer is adding much-needed hours to children's staffing for the remainder of fiscal year.

Jennifer pointed out the change in format for this month's agenda and explained that City Manager Jennifer Phillips is trying to make the format for each City department's meeting agendas uniform. Action items will be noted in capital letters and will be detailed.

a. **City's Budget Priorities Survey -** Results for Library Department & Demographics - Trustees reviewed in detail the presentation that Jennifer, Mari, and library intern Nicole prepared detailing the results of the library budget survey. Originally prepared as a report to City Council (the City Manager requested the presentation for City Council be changed a bit) the information in the presentation was very informative and gave Jennifer the opportunity to easily answer emails requesting additional information after the presentation. Many lessons were learned that will be used to improve future surveys. Education and early literacy were at the top which was not a surprise. The presentation includes graphs about St. Helena's demographics to illustrate that, while access to technology and especially computer/digital literacy ranked very low, the survey was online, so respondents clearly had access to technology already and knew how to use their computers. Mari and Jennifer are working on a new survey specifically to drill down into where people are receiving their information. Questions will ask where people are getting their information about City events and services, etc. This survey will be online but they will also set up targeted areas in the community where they will conduct the survey with an iPad. Paper surveys will also be available.

b. **City Council Goal Setting Workshop report -** Jennifer reported that the workshop went very well, and that she has seen the draft notes. One of the takeaways was that the library should consider using more volunteers. A lengthy discussion followed. Trustees believe we have skilled community members, but getting them to take on an actual job is difficult, especially because we don't have a volunteer coordinator or funding for one. Jennifer suggested that perhaps that job could be funded in 2016-2017. One full-time employee is retiring in December, so Jennifer will be moving people around. At that time, the library might be able to experiment with using volunteer help for technical things. The library already has volunteer shelvers. Susan reported that she has not had good luck with volunteers at the high school library as their commitment fizzles out. Also, volunteers often create more work for paid staff, who have to plan tasks that volunteers can handle and then train the volunteers and oversee them, all of which take time from their other duties. Another point made is that the jobs that volunteers are able to perform are usually the lowest paying jobs, so the monetary savings of using volunteers is minimal. Jennifer reported that she has had positive experiences with library volunteers but that it had been in supplemental services, not basics. Bonnie wondered if other departments are being asked to expand their use of volunteers. Trustees noted that the fire department uses volunteers, and the police department has in the past. Bonnie suggested a cost benefit analysis might show whether increased use of volunteers will actually save the library money. If the analysis shows not, perhaps the City would rethink this request.

c. **Bee Aware Initiative Report** - Jennifer reported that a *Proclamation For a Bee-Friendly City* will go to City Council on March 24th and that Mayor Galbraith will be proclaiming the launch of the Bee Aware Initiative at that time. The project is going very well. The first program will be held March 17th, with a book discussion on *Oil & Honey*, followed by *Uncle Jer's Traveling Bee Show* on Thursday. Myriad bee-centered activities are planned for Spring Break, including a *Bee Safe Not Sorry* activity for kids and families who are allergic to bees. Jennifer is putting together a proposal to present at CLA and is having a lot of fun using bee puns in her proposal.

d. **Fine & Fee Update** - *The Resolution adopting a New Schedule of Library fines and fees* was approved at last night's City Council meeting; the new fines and fees will go into effect April 1st. Jennifer reported to City Council and to Trustees that increasing fines from 20 to 25 cents brings St. Helena Public Library consistent with other libraries in the system.

e. **Fundraising Idea for Summerfest** - Jennifer and Mari have come up with some wacky alternatives to the Ice bucket challenge as one of the fundraisers at this event. Planning for the June 19th Summerfest is going well, and food trucks will be allowed because the City Council will allow exceptions to the existing ordinance for this event, the summer concerts at Lyman Park, and a chamber of commerce event, and will then change the ordinance to allow food trucks. The ordinance change might be on the City Council's June 15th agenda, but that is cutting it close for planning the three events.

f. **Recommended uses of Tweed Trust for FY 2015-2016** - Trustees held a long, in-depth discussion about Jennifer's recommendation to make up for the loss of reserve funds by drawing down from the Tweed Trust so the library can inch up its general fund over a five-year period. Jennifer explained that her request comes to a 2.48% increase in the coming fiscal year, in addition to salary increases, which are being negotiated and increases in employee benefits. Jennifer is not sure City Council will commit to this five-year plan, but the City Manager has said it should be acceptable for the upcoming fiscal year at least and she appreciates the library's willingness to use the Tweed funds in this manner. Jennifer will meet with City Finance Director April Mitts and City Manager Jennifer Phillips week after next to review the library budget. Trustees reviewed Jennifer's *Recommended Use of Tweed fund for Library Budget, FY2015-2016* line by line, and, after many questions and answers, Trustees agreed it is reasonable to use Tweed Trust funds, yet expressed their strong commitment to keep to the resolution adopted by the City and the library board in 2006 that Tweed Trust funds only be used for library enhancements and not for basic library expenses and/or operations. Discussion followed of the need for an upgrade to the computer hardware for tracking wifi usage and for handling a hosted ILS. A motion passed unanimously for Jennifer to include these funds in her budget proposal to City Council. *

In response to a trustee question, Jennifer reported that the St. Helena STAR digitization process has begun, but is far from completed. The coding is currently being worked on, the money has been sequestered, and there is a draft contract, which involves Napa. Working with Napa reduces St. Helena Public Library's cost for digitization by 40%, and it makes sense to have the Register and the STAR together.

7. **Friends and Foundation Report - Maria.** María reported that the Friends & Foundation is moving forward with its author event if it can raise $20,000 in sponsorships. If the group is able to raise that amount, the event will take place January 31, 2016. The F&F had good representation at the City's goal setting workshop. María attended the recent meeting of the Chamber of Commerce's Community Relations Committee, and found it to be a good opportunity for non-profit and for-profit businesses to come together to talk.

Adjournment - The meeting was adjourned at 6:23 pm. Next meeting, Wednesday, April 8, 2015.

Susan Swan,
recording secretary

Malcolm A. Mackenzie, SBN 48278
Coombs & Dunlap, LLP
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Napa, California 94559
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Attorneys for Trustee
Jim Nord

SUPERIOR COURT OF CALIFORNIA

COUNTY OF NAPA

| | |
|---|---|
| In re:<br><br>The Jean Phillips Trust created under the Dorothy L. Tweed 2000 Revocable Trust dated January 7, 2000 | No. 26-60863<br><br>**TRUSTEE'S WITHDRAWAL OF REQUEST FOR INSTRUCTIONS** |

Petitioner, Jim Nord, as the currently acting trustee of the Jean M. Phillips Trust created under the Dorothy L. Tweed 2000 Revocable Trust, filed his seventh and final account and report for the period from June 1, 2012, through July 31, 2014, on September 8, 2014. As a part of the petition, trustee requested that the court determine that distribution of the share to be distributed to the St. Helena Public Library be made to Friends and Foundation St. Helena Public Library as there was no legal entity known as the "St. Helena Public Library." *(Paragraph 16, Petition for Approval of Seventh and Final Account and Report of Trustee, for Instructions, and for Trustee fees, filed with this court on September 8, 2014.)*

On September 16, 2014, petitioner, through his attorney, Malcolm A. Mackenzie, was furnished with a copy of the Settlement Agreement and Waiver and Release of Claims dated August 20, 2014, between the City of St. Helena, and the St. Helena Public Library Foundation, wherein the parties agreed to the disposition of the assets of the Jean M. Phillips Trust. A copy of such Settlement Agreement is attached hereto as Exhibit A and incorporated herein by reference.

Petitioner believes that his request for instructions regarding the St. Helena Public Library is no longer appropriate and hereby withdraws that portion of Paragraph 16 of the petition.

COOMBS & DUNLAP, LLP

By: ______________________
Malcolm A. Mackenzie
Attorneys for Petitioner

# SETTLEMENT AGREEMENT AND WAIVER AND RELEASE OF CLAIMS

This Settlement Agreement And Waiver And Release Of Claims ("Settlement Agreement") is entered into this 20th day of August, 2014 ("Effective Date"), by and between the CITY OF ST. HELENA, a California municipal corporation ("CITY"), and the ST. HELENA PUBLIC LIBRARY FOUNDATION, a 501(c)(3) charitable organization ("FOUNDATION"). CITY and FOUNDATION are sometimes referred to hereinafter individually as a "Party" and collectively as the "Parties."

## RECITALS

A. Some confusion has arisen between the CITY and FOUNDATION over the treatment of certain funds as described in these recitals. As used in this Settlement Agreement, the term "**Ambiguity**" shall mean and include all the contentions and assertions described in these recitals, as well as the underlying known and unknown facts and circumstances of those contentions and assertions.

B. Dorothy L. Tweed established the Dorothy L. Tweed 2000 Revocable Trust by declaration of Trust dated January 7, 2000, as amended by that certain First Amendment to the Dorothy L. Tweed 2000 Revocable Trust dated March 19, 2004 (the "Tweed Trust"). The Tweed Trust, among other terms, conditions, requirements and provisions, provided for (i) the creation of an irrevocable trust known as the Jean Phillips Trust upon the death of Dorothy L. Tweed, with the net income of the Tweed Trust being paid to Jean Phillip during her lifetime, and (ii) upon the death of Jean Phillips, the distribution of the trust estate in equal parts to (1) the St. Helena Public Library (or its lawful successor) and (2) the Nursing Department at Pacific Union College.

C. The St. Helena Public Library ("Library") is a division of the CITY. The Library does not exist as a separate entity distinct from the CITY.

D. Dorothy L. Tweed died on or about April 23, 2004, and the Jean Phillips Trust was created in accordance with the terms of the Tweed Trust.

E. The CITY received the first distribution of principal from the Tweed Trust in or about June 2006.

F. The FOUNDATION was created on or about August 13, 2008.

G. The CITY additionally receives numerous donations throughout the year made payable to the "St. Helena Public Library." These donations have average approximately $1,500 annually, although they increased to $4,300 in the current fiscal year. The FOUNDATION believes that the similarity in name between the Library and the FOUNDATION renders the intended beneficiary of these donations ambiguous. The FOUNDATION further believes that donations earmarked for the "St. Helena Public Library" may, in fact, have been intended for the "St. Helena Public Library Foundation" and, therefore, that such donations should be transferred from the CITY to the FOUNDATION.



EXHIBIT A

H. More recently, the FOUNDATION asserted that the residual assets of the Tweed Trust should be transferred to the FOUNDATION upon the death of Jean Phillips; and, has expressed their belief that had the FOUNDATION been in existence at the time the Tweed Trust was created, it would have been the desire of Dorothy L. Tweed that the FOUNDATION be the named beneficiary of these funds.

I. The CITY disagrees with the FOUNDATION's position on each of these issues. Without limiting the foregoing, the CITY specifically believes: (i) that no portion of the residual assets of the Tweed Trust remaining to be distributed are intended for or should be allocated to the FOUNDATION; and (ii) that, in light of the fact that the "St. Helena Public Library" is a division of the CITY, any of the donations earmarked for the "St. Helena Public Library" were intended for the CITY.

J. On or about February 5, 2013, the Trustee of the Jean Phillips Trust filed a petition in the Superior Court for the County of Napa seeking, among other things, instructions from the court on the proper identity of the residual beneficiary "St. Helena Public Library" under the Tweed Trust. In the petition, the Trustee asserted the same claims raised by the FOUNDATION with respect to the residual assets of the Tweed Trust and the Court to instruct him as to whether the funds bequeathed to the "St. Helena Public Library" should be distributed to the FOUNDATION or the CITY upon the death of Jean Phillips.

K. In an effort to resolve the Ambiguity and move forward, the CITY and the FOUNDATON met and conferred on numerous occasions during 2013. The FOUNDATION is about to embark upon a five-year endowment drive (the "Foundation Endowment Drive"), and the CITY and the FOUNDATION are concerned that there will be ongoing disputes over donations. In addition, the CITY and FOUNDATION would like to avoid any dispute over the anticipated distribution of assets from the Tweed Trust. The CITY and the FOUNDATION have reached a compromise to resolve the ongoing confusion or ambiguity over the intended beneficiary of these funds, finally and completely. In reliance on that compromise, the Trustee for the Jean Phillips Trust dismissed their petition on April 14, 2014.

L. Each Party disputes and denies each and every one of the other Party's claims, allegations, contentions and assertions. Without admitting liability or wrongdoing of any kind, the Parties desire by this Settlement Agreement to, among other things, finally and completely resolve the Ambiguity, and all claims, demands, assertions and liability arising from and in any manner related to the Ambiguity and the Tweed Trust.

**NOW, THEREFORE**, in consideration of the terms, conditions, and promises set forth herein, the Parties agree as follows:

## TERMS AND SETTLEMENT

### 1. RECITALS INCORPORATED.

The above recitals are incorporated into and made a part of this Settlement Agreement.

2. **CONSIDERATION.**

In addition to the mutual promises contained in this Settlement Agreement, the Parties agree as follows:

A. The FOUNDATION agrees to withdraw and forever relinquish any claim to the residual Tweed Trust funds and expressly agree not to file any suit or petition in the future asserting a claim to the Tweed Trust funds. Both Parties agree that the Tweed Trust funds shall belong to the CITY and will continue to be administered in accordance with Chapter 2.52 of the St. Helena Municipal Code, except as provided in Paragraph B of this Section 2. Further, the FOUNDATION agrees to permit access to FOUNDATION'S books and records to enable the City to determine compliance with Paragraph B of this Section 2.

B. The CITY agrees as follows:

(1) For all donations received by the CITY and made payable to the "St. Helena Public Library" for a period of five (5) years from the Effective Date of this Agreement, CITY agrees that donations up to $10,000 will automatically be deemed to be a donation to the FOUNDATION. For donations in excess of $10,000 during this five-year period, the Parties will develop a mutual letter to the donor to determine the donor's intent, unless the donor unambiguously states in a writing accompanying the donation that the funds are intended to go to the FOUNDATION, in which case the donation will go to the FOUNDATION without the mutual letter.

(2) The CITY further agrees that, notwithstanding the provisions of Paragraph A of this Section 2, the CITY will share twenty percent (20%) of the residual assets of the Tweed Trust distributed to the CITY after the Effective Date of this Agreement with the FOUNDATION, up to an aggregate maximum of $100,000. The Parties mutually acknowledge and agree that said funds from the Tweed Trust shall be used by the FOUNDATION solely for the enhancement of the Library, and no portion of said funds may be used for FOUNDATION operational expenses.

3. **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE.**

For and in consideration of the covenants made herein, the Parties do hereby completely release, waive and forever discharge the other party and the other party's predecessors and successors-in-interest, heirs, assigns, past, present, and future, Council members, staff, principals, agents, officers or directors, managers, employees, attorneys, trustees, board members, insurers and all other persons or entities in any manner related thereto or acting on their behalf, from any and all claims, demands, actions, proceedings and causes of action of any and every sort, whether known or unknown, arising out of or relating to the Ambiguity and/or the Tweed Trust. The Parties further covenant not to sue the other party for claims, damages or other relief arising from or in any manner connected with the Ambiguity and/or the Tweed Trust, and promise and agree that they will not file, participate in, or instigate the filing of any claims and/or causes of action in any state or federal court or any proceedings before any local, state, or federal agency, against the other arising out of the Ambiguity and/or the Tweed Trust.

4. **RELEASE AND WAIVER OF UNKNOWN CLAIMS.**

The Parties intend this Settlement Agreement to be and constitute a full general release and to constitute a full and final accord and satisfaction extending to all claims arising out of or relating to the Ambiguity and/or the Tweed Trust, whether the same are known, unknown, suspected or anticipated, unsuspected or unanticipated. Accordingly, the Parties, by signing this Settlement Agreement, certify that they have read, understand and expressly release and waive the provisions of California Civil Code Section 1542, which reads as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

The Parties understand and acknowledge that the significance and consequence of this release and waiver of California Civil Code Section 1542 is that even if the Parties should eventually suffer additional damages or losses arising out of or relating to the Ambiguity and/or the Tweed Trust, or should there exist other undisclosed obligations or liabilities arising out of or relating to the Ambiguity and/or the Tweed Trust, the parties may not make any claim for those damages, losses or obligations.

5. **NON-ADMISSION OF LIABILITY.**

The Parties acknowledge and agree that this Settlement Agreement constitutes a compromise of disputed claims and fully and finally settles all claims as asserted by the parties arising out of or relating to the Ambiguity and/or the Tweed Trust. This Settlement Agreement has been entered into for the purpose of buying peace and to prevent further involvement arising from the Parties' claims. Nothing contained herein, including without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of the parties. Except for the obligations created by this Settlement Agreement, the Parties expressly deny any and all liability associated with or related, whether directly or indirectly, to the Ambiguity and/or the Tweed Trust.

6. **NON-ASSIGNMENT.**

The Parties warrant that they have not heretofore assigned, transferred or hypothecated or purported to do so, any claim, liability, cause of action, or interest therein arising out of or relating to the Ambiguity and/or the Tweed Trust, and agrees that in the future they will not do any such acts.

7. **NO INDUCEMENT.**

The Parties warrant that no promises, inducements or agreements not expressly contained herein have been made to enter into this Settlement Agreement and that this Settlement

Agreement, including all Releases herein, constitute the entire agreement between the Parties, are contractual and binding and are not merely recitals.

**8. NO MODIFICATION.**

This Settlement Agreement sets forth the entire agreement between the Parties and may not be altered, amended or modified except by written agreement by the Parties.

**9. CONSTRUCTION.**

This Settlement Agreement shall be interpreted, enforced and governed by the laws of the State of California. Because this Settlement Agreement has been fully negotiated by and between the Parties, no language herein shall be construed against the drafter, as drafting services have been performed as a courtesy to all Parties. In the event any provision of this Settlement Agreement is held to be ineffective or invalid, the remaining provisions shall nevertheless be given full force and effect.

**10. COUNTERPARTS.**

This document may be executed in counterparts, which together, shall constitute the entire agreement of the Parties.

**11. BINDING ON SUCCESSORS.**

This Settlement Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, the other released parties, and the Parties' successors, devisees, executors, heirs, administrators, managers, officers, representatives, assigns, insurers, and employees.

**12. AUTHORITY OF SIGNATORIES.**

The Parties covenant that they possess the necessary capacity and authority to sign and enter into this Settlement Agreement.

**13. TAX TREATMENT.**

Neither Party is providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Settlement Agreement. The Parties further assume any such tax obligations or consequences that may arise from this Settlement Agreement, and shall not seek any indemnification from the other Party in this regard. In the event that any taxing body determines that additional taxes are due from either Party, each Party acknowledges and assumes all responsibility for the payment of any such taxes.

*—SIGNATURES FOLLOW ON NEXT PAGE—*

**YOUR RIGHTS ARE AFFECTED BY THIS SETTLEMENT AGREEMENT. BY SIGNING IT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ITS TERMS AND CONDITIONS.**

IN WITNESS WHEREOF, the parties hereto duly execute this Agreement as of the effective date.

**CITY:**

CITY OF ST. HELENA, a California municipal corporation

By: ______________________
Toby Ross, Interim City Manager

APPROVED AS TO FORM FOR CITY:

By: ______________________
Thomas B. Brown, City Attorney

**FOUNDATION:**

ST. HELENA PUBLIC LIBRARY FOUNDATION, a ______
______________________

By: ______________________
Name: Paulette Keegan
Title: Chair, Friends & Foundation St Helena Public Library

By: Lynda M. Burton
Name: LYNDA M. BURTON
Title: BOARD MEMBER, FRIENDS & Foundation, St. Helena Public Library

APPROVED AS TO FORM FOR FOUNDATION:

Gagen, McCoy, McMahon, et al.
By: ______________________
Name: Patrick J. McMahon
Title: Attorney

# Chapter 2.52
# BOARD OF LIBRARY TRUSTEES

Sections:



**2.52.010 Library established—Composition, and appointment of members—Term of board of library trustees.**

The free public library heretofore established and now maintained by the city shall be known as the "Dr. George J. Wood and Elsie M. Wood Library," and shall be managed by a board of library trustees, consisting of five members, to be appointed by the mayor with the consent of the city council. Trustees shall hold office for two years, with the term of office to expire at the end of the fiscal year. The city council may establish one-year terms for the purpose of staggering term expirations. Trustees shall be residents of the city; provided, that the mayor reserves the authority to appoint nonresidents as trustees on a case-by-case basis, with the consent of the city council. Vacancies shall be filled by appointment of the unexpired term in the same manner as the original appointments are made. (Ord. 14-6 § 1: prior code § 8.1)

**2.52.020 Meetings of board—Quorum—Officers—Records.**

The board of library trustees shall meet at least once a month at such time and place as they may fix by resolution. Special meetings may be called at any time by three trustees, by written notice served upon each member at least three hours before the time specified for the proposed meeting. A majority of the board shall constitute a quorum for the transaction of business. The board shall appoint one of their number president, who shall serve for one year and until his or her successor is appointed, and in his or her absence, shall select a president pro tem. The board shall cause a proper record of their proceedings to be kept. (Prior code § 8.2)

**2.52.030 Powers of board.**

The board of library trustees shall have the power:

A. Subject to approval and confirmation thereof by the city council, to make and enforce all rules, regulations and bylaws necessary for the administration, government and protection of the public library, and all property belonging thereto;

B. To administer any trust declared or created for such library, and to receive by gift, devise or bequest and hold in trust or otherwise, property situated in the state or elsewhere, and where not otherwise provided, dispose of the same for the benefit of such library;

C. To advise the city council in fixing the duties and powers of the librarian, secretary and other officers and employees of such library, in determining the number of and appointment of all such officers and employees and in fixing their compensation, which such officers and employees shall hold their offices or positions at the pleasure of the city council;

D. To purchase necessary books, journals, publications and other personal property;

E. To require the Secretary of State and other state officials to furnish such library with copies of any and all reports, laws and other publications of the state not otherwise disposed of by law;

F. To borrow books from, lend books to and exchange the same with other libraries, and to allow nonresidents to borrow books upon such conditions as they may prescribe. (Prior code § 8.3)

**2.52.040 Annual report of board.**

The board of library trustees shall, on or before the first Monday in April in each year, make a report to the legislative body of the municipality, giving the condition of the library on the first Monday in April, together with a statement of their proceedings for the year then ended, and forward a copy thereof to the state library at Sacramento. (Prior code § 8.4)

**2.52.050 Library fund.**

All money acquired by gift, devise, bequest, or otherwise, for the purposes of the library, shall be apportioned to a fund to be designated the library fund, and be applied to the purpose authorized by this chapter. The library fund may consist of any combination of bank accounts, municipal budget accounts or trust funds. If such payment into the treasury should be inconsistent with the terms of any such gift, devise or bequest, the board shall provide for the safety and preservation of the same, and the application thereof to the use of the library, in accordance with the terms and conditions of such gift, devise or bequest. Payments from the fund shall be ordered by the board of library trustees in the manner provided for the payment of other demands against the municipality. (Ord. 02-5 § 10: prior code § 8.6)

**2.52.060 Free use of library.**

The public library shall be forever free to the inhabitants and nonresident taxpayers of the city, subject always to such rules, regulations and bylaws as may be established by the board of library trustees, with the approval and confirmation thereof by the city council. (Prior code § 8.7)

**2.52.070 Contract for lending books.**

The board of library trustees may contract for lending the books of such library to residents of counties or neighboring municipalities upon a reasonable compensation to be paid by such counties or neighboring municipalities. (Prior code § 8.8)

**2.52.080 Title to library property.**

The title of all property acquired for the purpose of such library, when not inconsistent with the terms of its acquisition or otherwise designated, shall vest in the municipality in which the library is, and in the name of the municipal corporation, may be sued for and defended by action at law or otherwise. (Prior code § 8.9)

Mobile Version

Minutes of the
St. Helena Public Library Board of Trustees
5:00 PM February 13, 2013
California Room

1. **CALL TO ORDER**
   Trustee Bonnie Long called the regular meeting of the Board of Trustees to order at 5:20 p.m.

2. **ROLL CALL - INTRODUCTIONS**
   Present were: Trustees Norma Ferriz, Bonnie Long, Malcolm McClain, and Susan Swan, Library Director Jennifer Baker, and Friends of the Library President Connie Egan.

3. **PUBLIC INVITED TO ADDRESS BOARD**:
   There were no public comments.

4. **CONSENT/INFORMATION ITEMS:**
   a. The January 9, 2013 minutes were approved.

   b. The January 9, 23, and 31 Weekly Reports to City Council were approved.

   c. The December Statistics were approved.

   d. The February Program Calendar was approved.

   e. The January Financial Report was approved.

5. **TRUSTEE ITEMS FOR DISCUSSION**

6. **LIBRARY DIRECTOR'S REPORT**
   a. **Parking Update/Survey** - Jennifer reported that the City's parking study was presented to the City Council, which directed staff to investigate specific options. Pursuing a temporary lot on the heritage vine parcel adjacent to the library does not appear to be of interest to City Council at this time.
   b. **Stars Collection - "My Library First/Only" Holds options -** Jennifer explained that the recently implemented upgrade of CARL, the library's circulation system, contains a featured called "My LibraryFirst/Only" which would enable SHPL to give St. Helena patrons first access to certain collections it owns. Each of the SNAP partner libraries must agree to this arrangement for it to work. Restricting circulation of certain items to each library's local patrons might have unintentional repercussions that we don't foresee. For example, if SHPL does not own a copy of an item, and local patrons of a SNAP library that does own it have priority, St. Helena patrons might be repeatedly pushed farther down the hold list for the item. Napa library currently circulates Nooks and videogames, which SHPL does not. With My Library Only, Napa could restrict circulation of those items to only Napa customers. My Library First/Only could potentially replace the current STARS collection, which is made up of the newest items, available only to

patrons who walk into the library. STARS items cannot be placed on hold. Jennifer does not really want to r replace STARS because patrons like it the way it is. SNAP partners intends to experiment first with best sellers and DVDs.

c. **Libraryaware Award nomination -** Trustees discussed this new inaugural award program that *The Library Journal* is offering, and Ebsco's *NoveLis*t is funding. Jennifer applied for the grant, and received excellent letters from the California State Library and the St. Helena family center in support of the application. Jennifer will find out in early April whether or not SHPL will be a grant recipient. Jennifer is currently working on various other grant applications.

d. **Foundation grant request to supplement Spanish language materials budget** - After brief discussion of the Application/Grant Proposal, trustees passed a motion to approve it.

e. **LSTA grant award** - Jennifer's "Pitch an Idea!" grant application to the LSTA to implement a master community calendar was selected and approved for funding. The LSTA provided some suggestions for the timeline proposed in the grant, and recommended Jennifer explore additional options about the Spanish interface, so provided funding for an initial phase of development, and recommended Jennifer submit a proposal in May for the second phase of development. Jennifer met with two of the four partners involved in the calendar project, and has sent off the final application, which will be officially submitted next week. Funding should be received by the end of February. The project will be managed through the City.

f. **Staff Innovation Fund** - Jennifer, Mari, and Sue attended the first introductory webinar last week, and the actual classes will begin this week for 10 weeks. When the series is over, participants will have an opportunity to submit grant proposals, based on ideas they came up with during the series.

g. **Honoring Dr. Darter** -Jennifer and Bonnie reported that a subcommittee representing the Library Foundation, Friends of the Library, and the Trustees, met to come up with ideas for a tribute to Dr. Darter. A favorite idea is to redesign the entry way and courtyard to create an outdoor reading garden and/or programming space dedicated to Darter. Trustees toured area in question, asked questions, and made suggestions. Trustees will approach the Friends and Foundation for support, and will then take the idea to all different groups that Dr. Darter was involved with. The idea will not have to go before the planning commission, but City Council will have to approve the concept. There will be a plaque in the courtyard with a biography of Dr. Darter and a description of the many contributions he made to so many organizations, not just the library.

h. **Tweed Trust Petition** - The Tweed trustee has made petition to Napa Superior Court asking for instructions regarding the proper identity of residual beneficiary "St. Helena Public Library." The petition includes a declaration from Jean Phillips, Dorothy Tweed's designated trustee, stating that she believes Ms. Tweed would have gifted her estate to the Library Foundation rather than the City if the Foundation had existed when the original trust was drawn up. The hearing is set for March 5.

i. **Joint Board Retreat**—The trustees discussed a joint retreat between the Trustees, Foundation, Friends, and Wine Library. A subcommittee with representatives from each group will be created to discuss the goals of a retreat which will likely be held in late spring. Jennifer has an idea for pursuing a grant which could fund the retreat. If this avenue does not pan out the Friends and Foundation will be asked to fund the retreat jointly.

j. **New library card application**—Jennifer presented a draft of a new library card application which is streamlined in comparison to the current form. Some language regarding library policies has been reduced. A Spanish language version is in development. Trustees approved the new application. It will be put into use once the Spanish language version is complete.

k. **Teen Programming**—Jennifer informed the trustees of the library's intent to collaborate more frequently and deliberately with the Teen Center (division of the Recreation Department) in services and programs to teens.

l. **SCA 7-WOLK - 55% Vote for Library Bonds and Taxes** -A motion was made, seconded, and passed for the Trustees to send a letter to Senator Wolk's office in support of the SCA 7 ballot measure. The letter will be drafted and sent on behalf of the Trustees by chairperson Lynda Burton. The Trustees also recommended asking City Council to send a similar letter of support.

m. **ILL Fees** - Jennifer discussed the increasing cost of providing ILL services and proposed the implementation of a $3 per request fee to help cover a small portion of the postage and staffing costs associated with filling requests. This amount is equal to the fee charged by the Napa County Library for the same service. Trustees directed Jennifer to come up with a sample policy and bring it back for approval at the next meeting.

7. **FRIENDS OF THE LIBRARY REPORT** (Connie Egan) - Connie distributed the FOL financial reports and reported on the group's 2013 commitments to the Library. She also discussed recent efforts to locate official information/records about the Dr. Wood gift to the Friends made in the 1980s. The gift is often referred to as an Endowment but there does not seem to be any record that this was the intent of Dr. Wood. She is continuing to research this bit of FOL history.

8. **LIBRARY FOUNDATION** (Bonnie Long) - no formal report.

9. **WINE LIBRARY BOARD** - no report.
   The meeting was adjourned at XXXX PM.

The next meeting will take place on Wednesday, March 13, 2013 at 5:00 p.m.

Susan Swan,
recording secretary

# Item No: 12

Report to the City Council
Council Meeting of June 9, 2015

**Agenda Section:** **New Business**

**Subject:** **Consider Five-Year Capital Improvement Plan (Fiscal Years 2015/2016 to 2019/2020)**

**CEQA Status:** **Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.**

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

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

## BACKGROUND

The proposed City of St Helena Capital Improvement Plan (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2015/2016 through 2019/2020. The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through the budget adoption.

## DISCUSSION

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP are consistent with the operating budget in fiscal year 2015/2016. The subsequent four years are subject to change due to more detail engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water. The following table summarizes the project funding by division for the Five-Year CIP.

| CATEGORY | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | Five Year Total |
|---|---|---|---|---|---|---|
| Civic | *$488,284* | *$20,000* | *$20,000* | *$20,000* | *$20,000* | *$568,284* |
| Streets | *$517,367* | *$430,000* | *$430,000* | *$880,000* | *$880,000* | *$3,137,367* |
| Wastewater | *$564,205* | *$949,750* | *$370,250* | *$40,250* | *$155,250* | *$2,183,955* |
| Water | *$4,272,514* | *$4,020,471* | *$117,600* | *$117,600* | *$117,600* | *$8,645,785* |
| TOTAL | **$5,842,370** | **$5,420,221** | **$937,850** | **$1,057,850** | **$1,172,850** | **$14,535,391** |

California Government Code Section 65401requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission will be asked to make this finding at its meeting on June 16, 2015, and the Final CIP will be brought to City Council adoption at the City Council meeting on June 23, 2015.

## FISCAL IMPACT

The City's CIP consists of 35 projects in four divisions totaling approximately $14.5 million and constrained against $14.5 million in funding. The fiscal impact of the CIP is identified in the operating budget for Fiscal Year 2015/2016. All funds and expenditures beyond Fiscal Year 2015/2016 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

## RECOMMENDED ACTION

Receive and file this report and provide input and direction on the Five-Year CIP.

## ATTACHMENTS

1. Five-Year CIP

ATTACHMENT 1

St. Helena, California

# Capital Improvement Plan

2015-2020

Safety

Infrastructure

Community

Adopted DRAFT June 5, 2015

# TABLE OF CONTENTS

DRAFT

# INTRODUCTION

The City of St. Helena's five-year Capital Improvement Plan (CIP) is a multi-year planning instrument to guide the construction of new facilities/infrastructure; and for the expansion, rehabilitation or replacement of existing City-owned assets. The five-year CIP is developed by City Staff and adopted City Council, then becomes the guiding document for the prioritization of projects.

The information included in the CIP is based on the current information available and updated regularly to reflect changing priorities, funding availability and project completion. A new five-year CIP will be submitted to City Council annually with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the CIP does not commit the City to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Implementation of the City's General Plan
- Availability of funding
- Minimizing disruptions associated with construction activity
- City Council direction

Approximately $15.8 million CIP programs and projects over the next five years have been identified. The estimated project expenditures planned for the five-year CIP are broken into four major categories: Civic, Streets, Wastewater, and Water. The following table includes an overview of funding by project category for FY 15/16 – FY 19/20.

| FY 15/16 – FY 19/20 Capital Improvement Plan Funding by Project Category | | | | | | |
|---|---|---|---|---|---|---|
| | FY 15/16 | FY 16/17 | FY 17/18 | FY 18/19 | FY 19/20 | Five Year Total |
| **Civic** | $503,802 | $20,000 | $20,000 | $20,000 | $20,000 | $583,802 |
| **Streets** | $535,367 | $430,000 | $530,000 | $1,280,000 | $880,000 | $3,655,367 |
| **Wastewater** | $564,205 | $895,000 | $365,000 | $35,000 | $135,000 | $1,994,205 |
| **Water** | $5,164,516 | $3,974,983 | $0 | $0 | $0 | $9,539,499 |
| **Total** | $6,767,890 | $5,319,983 | $915,000 | $1,335,000 | $1,035,000 | $15,772,873 |

## A QUICK LOOK AT INFRASTRUCTURE

**What is infrastructure, and why is it important?**

Infrastructure includes the basic physical structures, systems, and facilities needed to provide services to residents and for the functioning of a community and its economy; such as sidewalks, streets, parks, fire stations, police facilities, and the water and wastewater systems. Infrastructure impacts public health, safety, and the quality of life for residents of St. Helena as well as other industries which are an important part of the City's economy. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

**What infrastructure is within the City's area of responsibility?**

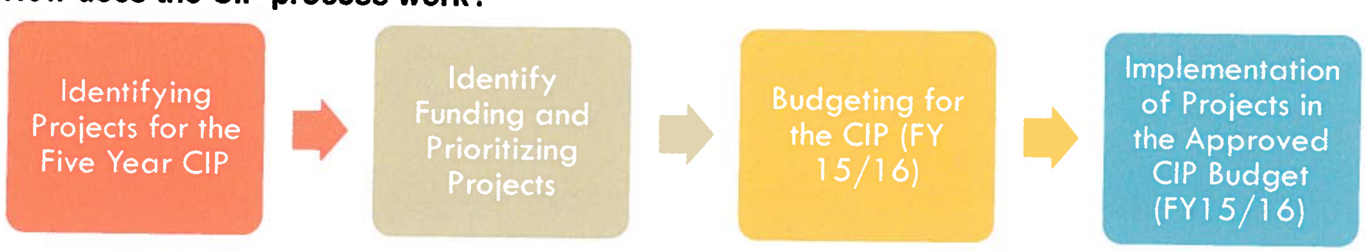
The City of St. Helena is responsible for maintaining storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. Napa County, State of California, and U.S. governments may also have responsibility for certain assets within the City of St. Helena. For example, the California Department of Transportation (Caltrans) has jurisdiction and responsibility for State Route 29 (Main Street).

**What happens when infrastructure assets are not maintained?**

Providing ongoing maintenance and repair, such as resurfacing streets and repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and repair is not fully funded, deferred maintenance and capital improvement costs increase significantly. The City has not fully funded maintenance and repair due to tight budgetary constraints and competing priorities for several years. As a result the City now has a multi-million dollar backlog in deferred maintenance of storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. For example, the 2014 Pavement Management Program Update calculated a $6.2 million backlog for street maintenance in St. Helena. Without adequate investment, these deferred maintenance costs will increase significantly over time.

Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

**How does the CIP process work?**



## FUNDING SOURCES

The Five-Year CIP is funded by various unrestricted and restricted funds. Unrestricted funds are free from external restrictions and can be used for any purpose, as directed by the City Council. The City's General Fund is an unrestricted fund. The General Fund is made up of funding from property tax revenues, sales tax, and transient occupancy taxes. Restricted funds are legally required to be used for a specific purpose. For example, water enterprise funds can only be used to operate, maintain, and improve the City's water treatment and distribution system. Other examples of restricted funding sources include local, state, and federal grants; and wastewater enterprise funds. A detailed description of the various funding sources is presented in the following table.

| Funding Source | Description and Restrictions |
|---|---|
| **Gas Tax** | **Description:** The Gas Tax Fund collects revenue resulting from a tax on the sale of gasoline. The City's share of gas tax revenue is based on a formula that takes into account vehicle registration, assessed property valuation, and population.<br>**Restrictions:** These funds must be used to perform research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes. There are currently five separate Gas Tax funds each with additional specific criteria. |
| **General Fund** | **Description:** The primary reporting vehicle for current government revenues and operations, this fund accounts for all financial resources not required by law or City Council actions to be accounted for in another fund.<br>**Restrictions:** General Fund monies are one of the least restrictive funding sources, funding can be used for salaries, capital improvements, supplies and other municipal related expenses. |
| **Grant Funding** | **Description:** Some projects are entirely or partially funded by grants and reimbursements from the State and federal government, as well as other agencies.<br>**Restrictions:** Funding restrictions related to grant funding can vary greatly, and each grant will have specific project restrictions related to the funding source. |

| | |
|---|---|
| **Impact Fees** | **Description:**<br>In 2013, the City retained Colgan Consulting Corporation to prepare an impact fee study, analyzing the impact of development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in the study were intended to satisfy all legal requirements.<br>**Restrictions:**<br>By Law impact fees can only be collected to cover the impact of new development on existing infrastructure. Impact fees cannot be used to correct "existing deficiencies".<br>**CIVIC IMPACT:** This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.<br>**PUBLIC SAFETY IMPACT FEES:** Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities' costs for Police and the Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.<br>**PARK IMPACT:** This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.<br>**TRAFFIC MITIGATION (STREET) IMPACT:** This fund is used to accumulate funds from new or proposed development to pay for circulation improvements to reduce the impacts of traffic generated by new development within the City.<br>**WATER IMPACT:** This fund is used to accumulate funds from new or proposed development to pay for Water System Capital Improvements needed to support new development.<br>**WASTEWATER (SEWER) IMPACT:** This fund is established to account for the costs of constructing and improving the Wastewater Treatment Plant and Sewer Collection System in order to support new development. |
| **Measure T** | **Description:**<br>Measure T resulted in a countywide half-cent sales tax increase. Money generated from the sales tax increase will be used for road repairs in the county. The amount raised by the tax is expected to be about $300 million countywide and St. Helena will receive 5.9% of the annual revenues. Funding from Measure T will first be available to the City in 2018 and the tax will expire in 25 years.<br>**Restrictions:**<br>Measure T requires that 99% of the funds raised be spent on street maintenance and rehabilitation and only 1% can be used for administrative and reporting costs. The funds cannot be used for new roads or congestion relief —the tax is only for maintenance of local streets. Funds cannot be used to offset current City funding for road maintenance. |

| | | |
|---|---|---|
| **Wastewater Utility** | **Description:** | |
| | This fund is used to account for the costs of providing sewer services to the general public on a continuing basis. The intent is to recover costs through user charges and fees. | |
| | **Restrictions:** | |
| | The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the sewer system and cannot be used for other purposes. | |
| **Water and Wastewater Bonds** | **Description:** | |
| | California Statewide Communities Development authority Water and Wastewater revenue bonds Series 2012B. | |
| | **Restrictions:** | |
| | Funds must be expended in accordance with project descriptions in the official Statement for the bond issuance, dated May 30, 2012. | |
| **Water Utility** | **Description:** | |
| | This fund is used to account for the costs of providing water services to the general public on a continuing basis. The intent is to recover costs through user charges and fees. | |
| | **Restrictions:** | |
| | The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the water system and cannot be used for other purposes. | |

## IMPORTANT FACTS: CIP FUNDING

- In addition to one-time construction projects, the CIP also includes ongoing maintenance and repair programs and projects. These are typically smaller projects that are expected to last for less than one year.
- The City uses "phased funding" for certain complex or expensive CIP projects. For example, a project will be started when it has sufficient funds to complete planning and design. The remaining funds needed for project completion are shown in the budget as "unidentified funding." It is anticipated that funding to complete the construction of the project will be identified when it is needed in a future fiscal year. In some cases, funding cannot be identified when needed, resulting in a project being put on hold. The projects are generally shown in the CIP budget as "unfunded or underfunded."
- Unless additional revenue sources are pursued, the General Fund and Water Enterprise Fund are projected to have annual operating deficits for the foreseeable future. For this reason, Capital Projects in these two categories are funded from the existing CIP fund balance and no new transfers from the General Fund or Water Enterprise Fund are proposed at this time.
- New or expanded infrastructure will frequently increase operations and maintenance costs for the asset-owning department, thus impacting the General Fund.
- The last CIP was adopted in 2012 and over the past several years funding and priorities have shifted dramatically. This is not a complete list of all the capital or infrastructure needs for the City, but the CIP is a planning tool to help guide decision making on capital projects.

# PROJECT CATEGORY SUMMARIES

## CIVIC

The Civic Improvements category comprises general government projects that focus on constructing or improving existing facilities and buildings. These projects cover all departments and focus on a variety of improvements. Funding for Civic Improvements is comprised of General Fund, grants and special restricted fund such as: the Bocce Fund or the Ryan Library Trust. At this time there is minimal funding in the special restricted funds, and no projects are planned to utilize the special restricted funding sources. The table below summarizes the funding source for Civic projects by fiscal year.

| CIVIC FUNDING BY SOURCE | | | | | | | |
|---|---|---|---|---|---|---|---|
| Funding Source | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Total | % |
| General Fund | $588,284 | $20,000 | $20,000 | $20,000 | $20,000 | $668,284 | 100% |
| Total | $588,284 | $20,000 | $20,000 | $20,000 | $20,000 | $668,284 | 100% |

Civic improvement projects programmed in the Capital Improvement Plan, 2015-2020 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2015/16 through Fiscal Year 2019/20, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

# CIVIC

| PROJECT NUMBER | PROJECT NAME | FY 15/16 BUDGET | ESTIMATED EXPENDITURES 2015-2020 | TOTAL ESTIMATED PROJECT COSTS | UNFUNDED AMOUNT | NOTES |
|---|---|---|---|---|---|---|
| C-09 | Signorelli Barn | | **$0** | TBD | | The funding for this project has been reallocated to other Civic Projects |
| C-11 | General Plan Update | | | N/A | | Project moved to the Operating Budget |
| C-19 | Misc. Building Repairs | $20,000 | **$100,000** | $144,858 | | |
| C-46 | Softball Lights | $20,000 | **$20,000** | $20,000 | | |
| C-62 | Library HVAC System | $81,284 | **$81,284** | $628,945 | | |
| C-69 | Library Roof Repairs | $71,000 | **$71,000** | $71,000 | | |
| C-71 | Wappo Dog Park Water Fountain | | **$0** | $5,000 | $5,000 | |
| C-75 | City Hall/Police Facility | | **$0** | TBD | | Project is unfunded at this time |
| C-79 | Deferred Maintenance | | | N/A | | Project moved to the Operating Budget |
| C-80 | Shooting Range Cleanup | $100,00 | **$100,00** | $100,000 | | |
| C-82 | Downtown Restrooms | $296,000 | **$296,000** | $296,000 | | |
| | **Total** | **$588,284** | **$668,284** | $1,265,803 | | |

## STREETS

The Streets category includes projects that upgrade and maintain pavement, striping, curb and gutter, street lighting, access ramps, sidewalks and storm drain infrastructure. Funding for Streets is comprised of General Fund, Gas Tax, grants, sales tax, Measure T (funding beginning in 2018) and development impact fees. The table below summarizes the funding source for Streets projects by fiscal year.

| Streets | | | | | | | |
|---|---|---|---|---|---|---|---|
| | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Total | % |
| Gas Tax | $395,323 | $280,000 | $280,000 | $155,000 | $155,000 | $1,265,323 | 40% |
| General Fund | $0 | $0 | $0 | $125,000 | $125,000 | $250,000 | 8% |
| Grant-TFCA | $30,000 | $0 | $0 | $0 | $0 | $30,000 | 1% |
| Grant-TDA | $107,278 | $0 | $0 | $0 | $0 | $107,278 | 3% |
| Street Impact Fee | $2,766 | $0 | $0 | $0 | $0 | $2,766 | 0% |
| Measure T | $0 | $0 | $0 | $600,000 | $600,000 | $1,200,000 | 38% |
| Grant-STIP | $0 | $150,000 | $150,000 | $0 | $0 | $300,000 | 10% |
| Total | $535,367 | $430,000 | $430,000 | $880,000 | $880,000 | $3,155,367 | 100% |

Street improvement projects programmed in the Capital Improvement Plan, 2015-2020 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2015/16 through Fiscal Year 2019/20, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

# STREETS

| PROJECT NUMBER | PROJECT NAME | FY 15/16 BUDGET | ESTIMATED EXPENDITURES 2015-2020 | TOTAL ESTIMATED PROJECT COSTS | UNFUNDED AMOUNT | NOTES |
|---|---|---|---|---|---|---|
| R-05 | Main Street Mills Lane/Grayson | $2,766 | **$302,766** | $441,106 | | |
| R-15 | Access Ramps | $10,000 | **$50,000** | $50,000 | | |
| R-25 | Pinot/Sylvaner Alley | | **$0** | TBD | | Project is unfunded at this time |
| R-29 | Curb, Gutter & Sidewalk Repair | $20,000 | **$100,000** | $100,000 | | |
| R-30 | Pope Street Bike Lane Design | $30,000 | **$30,000** | $50,000 | | |
| R-34 | Downtown Sidewalk Acquisition | | **$0** | TBD | | Project is unfunded at this time |
| R-38 | Downtown Renaissance | | **$0** | TBD | | Project is unfunded at this time |
| R-73 | Hunt Ave & RLS Bike/Ped Improvements | $0 | **$400,000** | $400,000 | $400,000 | A grant has been submitted for this project, but it is currently unfunded |
| R-74 | 2015 Pavement Rehabilitation | $276,601 | **$2,476,601** | $2,476,601 | | |
| R-75 | Crane Ave Street Bike Lanes | $70,000 | **$70,000** | $70,000 | | |
| R-76 | Mitchell Street Sidewalk | $126,000 | **$126,000** | $126,000 | | |
| | **Total** | $535,367 | **$3,555,367** | $3,713,707 | | |

***Projects R-49 through R-68 were identified as individual projects in the previous CIP. As funding becomes available these projects will be grouped as one capital project.**

## WASTEWATER

Wastewater collection and treatment includes projects focused on upgrading and improving the infrastructure of the wastewater system. Many of the improvements that have been identified as maintenance needs were identified through the Sewer System Management Plan (SSMP) updated in 2014. In addition to the needs identified in the SSMP, the City complies with all Regional Water Quality Control Board directives and regulatory permits. Funding for Wastewater is comprised of Wastewater rates (paid by consumers) and development impact fees. Wastewater is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Wastewater projects by fiscal year.

| Wastewater | | | | | | | |
|---|---|---|---|---|---|---|---|
| | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Total | % |
| Wastewater Utility | $501,040 | $856,750 | $310,250 | $29,750 | $114,750 | $1,812,540 | 91% |
| Wastewater Impact Fee | $37,800 | $38,250 | $54,750 | $5,250 | $20,250 | $156,300 | 8% |
| Bonds | $25,365 | $0 | $0 | $0 | $0 | $25,365 | 1% |
| Total | $564,205 | $895,000 | $365,000 | $35,000 | $135,000 | $1,994,205 | 100% |

Wastewater improvement projects programmed in the Capital Improvement Plan, 2015-2020 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2015/16 through Fiscal Year 2019/20, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

WASTEWATER

| PROJECT NUMBER | PROJECT NAME | FY 15/16 BUDGET | ESTIMATED EXPENDITURES 2015-2020 | TOTAL ESTIMATED PROJECT COSTS | UNFUNDED AMOUNT | NOTES |
|---|---|---|---|---|---|---|
| S-09 | Recycled Water (Teritiary Treatment) | | **$0** | | TBD | Project is unfunded at this time |
| S-16 | Misc. Maintenance Projects | $35,000 | **$175,000** | $175,000 | $0 | |
| S-47 | Regulatory Compliance Permit Renewal | $32,205 | **$32,205** | $32,205 | $0 | |
| S-50 | Algae Removal Device | $0 | **$100,000** | $1,000,000 | $900,000 | |
| S-52 | Construct Solids Management Ponds | $60,000 | **$600,000** | $600,000 | $0 | |
| S-53 | Reclamation Field Improvements | $142,000 | **$142,000** | $142,000 | $0 | |
| S-59 | Split Pond 3 | $0 | **$110,000** | $110,000 | $0 | |
| S-61 | Pond 2 & 3 Levee | $60,000 | **$60,000** | $60,000 | $0 | |
| S-62 | Automation for Disinfection and Dechlorination | $50,000 | **$150,000** | $150,000 | $0 | |
| S-64 | Oak Avenue Sewer Line Replacement | $0 | **$365,000** | $365,000 | $0 | |
| S-65 | Improve Solids Management Ponds | $45,000 | **$45,000** | $45,000 | $0 | |
| S-66 | New Well | $65,000 | **$65,000** | $65,000 | $0 | |
| S-67 | Sludge Removal | $75,000 | **$150,000** | $150,000 | $0 | |
| | **Total** | **$564,205** | **$1,994,205** | 2,894,205 | | |

## WATER

The Water category includes projects that support delivery of water throughout the city, upgrading infrastructure and improvements to existing water system. The City complies with all applicable local, state and federal regulations related to water. Funding for Water is comprised of Water rates (paid by consumers), bonds, grants, and development impact fees. Water is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Water projects by fiscal year.

| Water | | | | | | | |
|---|---|---|---|---|---|---|---|
| | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Total | % |
| Water Utility | $853,984 | $1,351,530 | $35,280 | $35,280 | $35,280 | $2,311,354 | 25% |
| Water Bond | $2,190,242 | $713,158 | $0 | $0 | $0 | $2,903,400 | 31% |
| Water Impact Fee | $316,750 | $239,030 | $35,280 | $35,280 | $35,280 | $661,620 | 7% |
| Unfunded | $847,888 | $847,887 | $0 | $0 | $0 | $1,695,775 | 18% |
| Grants | $893,938 | $893,938 | $0 | $0 | $0 | $1,787,876 | 19% |
| Total | $5,102,802 | $4,045,543 | $70,560 | $70,560 | $70,560 | $9,360,025 | 100% |

Water improvement projects programmed in the Capital Improvement Plan, 2015-2020 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2015/16 through Fiscal Year 2019/20, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

# WATER

| PROJECT NUMBER | PROJECT NAME | FY 15/16 BUDGET | ESTIMATED EXPENDITURES 2015-2020 | TOTAL ESTIMATED PROJECT COSTS | UNFUNDED AMOUNT | NOTES |
|---|---|---|---|---|---|---|
| W-26 | York Creek Upper Dam Removal/Mitigation | $3,737,134 | $6,177,117 | | | |
| W-27 | Meadowood & Holmes Tank Upgrade | $245,100 | $245,100 | | | |
| W-35 | Bell Canyon Reservoir Improvements | | | $900,000 | $900,000 | Unfunded |
| W-70 | Recycled Water Mains | | | $200,000 | $200,000 | Unfunded |
| W-80 | Dwyer Road Booster | $55,857 | $338,097 | $5,450,200 | | |
| W-82 | Water Rights and Permitting | $127,711 | $127,711 | $127,711 | | |
| W-84 | Bell Canyon Intake Tower | $100,000 | $100,000 | $198,179 | | |
| W-85 | Bell Valve House Valve Replacement | | | $575,135 | $526,105 | Unfunded |
| W-86 | Holmes Tank Upgrade | $250,000 | $250,000 | $250,000 | | |
| W-90 | High Service Pump | | | | TBD | Unfunded |
| W-91 | Bell Canyon Creek Inflow Measurement | $85,000 | $750,000 | | | |
| W-93 | Sludge Handling Program | | | | TBD | Unfunded |
| W-94 | Replace Telemetry at LSWTP | | | | TBD | Unfunded |
| W-95 | Influent Valve Actuator | | | | TBD | Unfunded |
| W-96 | Lower Reservoir Water Treatment | | | | TBD | Unfunded |
| W-97 | Raw Water Metering Station | | | | TBD | Unfunded |
| W-100 | VFD Controllers | | | | TBD | Unfunded |
| W-101 | Tank 2 Rehabilitation | $60,000 | $750,000 | | | |
| W-102 | Well Filter Rehabilitation | $210,000 | $210,000 | | | |
| W-105 | Sludge Handling | $62,000 | $62,000 | | | |
| W-106 | Pump Station Upgrades | $20,000 | $200,000 | | | |
| W-107 | Replace 12" Transmission Main | | $400,000 | | $400,000 | Unfunded |
| W-108 | Lower York Creek Dam Rehab | $100,000 | $100,000 | | $400,000 | |
| W-109 | Bell Canyon Intake Tower Replacement | | | $1,062,279 | $1,000,000 | Unfunded |
| | **Total** | $5,102,802 | $9,360,025 | | | |

# APPENDIX A – COMPLETED PROJECTS

| CIVIC | |
| --- | --- |
| C-20 | Financial Software |
| C-26 | Wappo Park Restrooms & Path |
| C-44 | Library Capital Repairs (C-30) |
| C-44 | Baldwin Bridge (C-41) |
| C-50 | Skate Park |
| C-51 | Bocce Court |
| C-61 | Impact Fee Study |
| C-63 | R.I.M.S. Extension MDC |
| C-65 | Meily Park |
| C-66 | Fire Truck |
| C-67 | Lyman Park |
| C-68 | Wappo Park-Pope Street Bike Trail |
| C-70 | Police Radio Repeaters |
| C-72 | Financial Software Upgrade |
| C-73 | McCorkle Avenue |
| C-74 | McCullagh Park |
| C-76 | Parks Equipment |
| C-77 | Police Equipment |
| C-78 | Admin Equipment |
| C-81 | FD Vehicle Replacement |

## STREETS

| | |
|---|---|
| R-04 | Pope Street Bridge Re-Alignment |
| R-19 | Channelization |
| R-32 | Replacement Main Street Electroliers |
| R-39 | Ten-Wheeler Used Dump Truck |
| R-40 | Radar Speed Check Display Sign |
| R-41 | Micro-Surfacing |
| R-42 | Slurry Seal Rehabilitation |
| R-44 | Solar Message Board |
| R-46 | Citywide Street Sign Replacement |
| R-47 | Annual Cracked Seal Maintenance |
| R-48 | Annual Slurry Seal Maintenance |
| R-69 | Pope-Starr Lighted Cross Walk |
| R-70 | Sentinel Street Sweeper Overhaul |
| R-71 | SH Street Repair/Rehab Project 2013 |
| R-72 | Streets Equipment Replacement |

*Projects R-49 through R-68 were identified as individual projects in the previous CIP. As funding becomes available these projects will be grouped as one capital project.

## WASTEWATER

| | |
|---|---|
| S-06 | Sulphur Springs Sewer Extension |
| S-28 | Chlorine Analyzer/SCADA System |
| S-30 | Pond 2 Walkway |
| S-33 | Rock Slope Protection & Levee Repair |
| S-37 | Charter Oak (SS & FM Construction) |
| S-38 | Main Street Sewer Rehabilitation |
| S-41 | Brush Aerators |
| S-43 | WWTP Diffuser Permits |
| S-46 | Front End Loader |
| S-49 | Crinella Pump Station |
| S-51 | Rehabilitation - Pond 1A |
| S-54 | Security Gate |
| S-55 | Shop HVAC |
| S-56 | Radio Repeater/Infrastructure |
| S-57 | Oak Ave Infrastructure |
| S-58 | Chlorine Pump |
| S-60 | Sealing of Pond 1A |
| S-63 | Sewer Equipment Replacement |
| S57-01 | Collections Vehicle Replacement Program |
| S57-02 | Treatment Vehicle Replacement |

| WATER | |
| --- | --- |
| W-01 | Bale Slough (Rutherford W-28) |
| W-02 | Tank 2 - PAX Mixer |
| W-08 | Pratt Avenue Transmission Bridge |
| W-12 | Community Drive |
| W-13 | Howell Mountain Road |
| W-28 | Rutherford |
| W-31 | Water Treatment Plant Upgrades |
| W-37 | Corp Yard Improvements |
| W-38 | Machinery & Equipment |
| W-42 | SCADA |
| W-57 | WTP Worker Housing |
| W-62 | Water Valve Replacement |
| W-67 | Charter Oak Water Main Replacement |
| W-69 | Stonebridge Well Upgrades |
| W-83 | Tank 1A Design/Construction |
| W-88 | Surge Protection at LSWTP & SBW |
| W-89 | Fixed Gas Chlorine Analyzer |
| W-98 | Toilet Retrofit Program |
| W-99 | Radio Repeater/Infrastructure |
| W76-01 | Distribution Vehicle Replacement Program |
| W76-02 | Treatment Vehicle Replacement Program |
| W-103 | Stonebridge Well Roof |
| W-104 | 412 Crystal Springs Road Roof |

# Appendix B – Project Details

# C-19: MISCELLANEOUS BUILDING REPAIRS

**Project Name:** Miscellaneous Building Repairs
**Project Number:** C19
**Project Description:** Miscellaneous Building Repairs

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | 44,858 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | | 144,858 |
| Total | 44,858 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 0 | 144,858 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | 0 | 0 | | | | | | 0 |
| Construction Contract | 0 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 0 | 100,000 |
| Other CIP Costs | 44,858 | | | | | | | 44,858 |
| Total | 44,858 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 0 | 144,858 |

# C-46: SOFTBALL LIGHTS

**Project Name:** Softball Lights
**Project Number:** C46
**Project Description:** Softball Lights

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | 0 | 20,000 | | | | | | 20,000 |
| Total | 0 | 20,000 | 0 | 0 | 0 | 0 | 0 | 20,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | 0 | 0 | | | | | | 0 |
| Construction Contract | 0 | 20,000 | 0 | 0 | 0 | 0 | 0 | 20,000 |
| Other CIP Costs | 0 | | | | | | | 0 |
| Total | 0 | 20,000 | 0 | 0 | 0 | 0 | 0 | 20,000 |

## C-62: LIBRARY HVAC SYSTEM

**Project Name:** Library HVAC System
**Project Number:** C62
**Project Description:** Construct and install new HVAC system in library

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | 547,661 | 81,284 | | | | | | 628,945 |
| Total | 547,661 | 81,284 | 0 | 0 | 0 | 0 | 0 | 628,945 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 81,284 | 0 | 0 | 0 | 0 | | 81,284 |
| Other CIP Costs | 547,661 | | | | | | | 547,661 |
| Total | 547,661 | 81,284 | 0 | 0 | 0 | 0 | 0 | 628,945 |

## C-69: LIBRARY ROOF REPAIRS

**Project Name:** Library Roof Repair
**Project Number:** C69
**Project Description:** Repair/Rehab Library Roof

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | | 71,000 | | | | | | 71,000 |
| Total | 0 | 71,000 | 0 | 0 | 0 | 0 | 0 | 71,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 71,000 | 0 | 0 | 0 | 0 | | 71,000 |
| Other CIP Costs | | | | | | | | 0 |
| Total | 0 | 71,000 | 0 | 0 | 0 | 0 | 0 | 71,000 |

# C-79: DOWNTOWN RESTROOMS

**Project Name:** Downtown Restrooms
**Project Number:** C79
**Project Description:** Construct restrooms downtown
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | 0 | 296,000 | | | | | | 296,000 |
| Total | 0 | 296,000 | 0 | 0 | 0 | 0 | 0 | 296,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 0 | 23,000 | | | | | | 23,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 23,000 | 0 | 0 | | | | 23,000 |
| Construction Contract | | 250,000 | 0 | 0 | | | | 250,000 |
| Other CIP Costs | | | | | | | | 0 |
| Total | 0 | 296,000 | 0 | 0 | 0 | 0 | 0 | 296,000 |

# R-05: MAIN STREET AT GRAYSON SIGNALIZATION

**Project Name:** Main Street at Grayson Traffic Signal
**Project Number:** R05
**Project Description:** Install 3-way traffic signal at Main Street and Grayson
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Impact Fee (100%) | 138,340 | 2,766 | | | | | | 141,106 |
| State Grants - STIP | | | 150,000 | 150,000 | | | | 300,000 |
| Total | 138,340 | 2,766 | 150,000 | 150,000 | 0 | 0 | 0 | 441,106 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 138,340 | | | | | | | 138,340 |
| Environmental | | 2,766 | | | | | | 2,766 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 22,500 | 22,500 | | | | 45,000 |
| Construction Contract | | | 127,500 | 127,500 | | | | 255,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 138,340 | 2,766 | 150,000 | 150,000 | 0 | 0 | 0 | 441,106 |

# R-15: ACCESS RAMPS UPGRADES

**Project Name:** Access Ramp Upgrades
**Project Number:** R15
**Project Description:** Annual installation and replacement of curb ramps to meet accessibility requirements
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Gas Tax Fund | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | 50,000 |
| Total | 0 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 0 | 50,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | | 50,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 0 | 50,000 |

## R-29: CURB, GUTTER AND SIDEWALK REPAIR

**Project Name:** Curb, Gutter, Sidewalk Repair
**Project Number:** R29
**Project Description:** Annual installation and replacement of damaged curb, gutter, and sidewalk

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Gas Tax Fund | | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | | 100,000 |
| Total | 0 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 0 | 100,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | | 100,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| | | | | | | | | 0 |
| | | | | | | | | 0 |
| Total | 0 | 20,000 | 20,000 | 20,000 | 20,000 | 20,000 | 0 | 100,000 |

## R-30: POPE STREET BIKE LANES

**Project Name:** Pope Street Bike Lanes
**Project Number:** R30
**Project Description:** Install bike lanes on Pope Street

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Gas Tax Fund | 10,000 | | | | | | | 10,000 |
| Grant - TFCA | 10,000 | 30,000 | | | | | | 40,000 |
| Total | 20,000 | 30,000 | 0 | 0 | 0 | 0 | 0 | 50,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 5,000 | | | | | | | 5,000 |
| Environmental | 5,000 | | | | | | | 5,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | 1,500 | 4,500 | | | | | | 6,000 |
| Construction Contract | 8,500 | 25,500 | | | | | | 34,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 20,000 | 30,000 | 0 | 0 | 0 | 0 | 0 | 50,000 |

## R-73: CITYWIDE PEDESTRIAN IMPROVEMENTS

**Project Name:** Hunt Ave & RLS Bike and Pedestrian Improvements
**Project Number:** R73
**Project Description:** Construct sidewalk in gaps along Hunt Ave, trail connection to Adams St, and various sidewalks near RLS Middle School

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Unfunded | | | | 100,000 | 400,000 | | | 500,000 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | 30,000 | 30,000 | | | 60,000 |
| Environmental | | | | 10,000 | | | | 10,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | 20,000 | 20,000 | 0 | | 40,000 |
| Construction Contract | | | | 40,000 | 350,000 | 0 | | 390,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 0 | 100,000 | 400,000 | 0 | 0 | 500,000 |

## R-74: 2015 PAVEMENT REHABILITATION

**Project Name:** 2015 Pavement Rehabilitation
**Project Number:** R-74
**Project Description:** 2015 Pavement Rehabilitation

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| General Fund | | 0 | | | 125,000 | 125,000 | | 250,000 |
| Gas Tax Fund | 18,000 | 258,601 | 250,000 | 250,000 | 125,000 | 125,000 | | 1,026,601 |
| Measure | | | | | 600,000 | 600,000 | | 1,200,000 |
| Total | 18,000 | 258,601 | 250,000 | 250,000 | 850,000 | 850,000 | | 2,476,601 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 18,000 | 5,000 | 30,000 | 30,000 | 30,000 | | 113,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 25,860 | 25,000 | 25,000 | 85,000 | 85,000 | | 245,860 |
| Construction Contract | | 214,741 | 220,000 | 195,000 | 735,000 | 735,000 | | 2,099,741 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 258,601 | 250,000 | 250,000 | 850,000 | 850,000 | | 2,458,601 |

## R-75: VALLEY VIEW STREET BIKE LANES

**Project Name:** Valley View Street Bike Lanes
**Project Number:** R-75
**Project Description:** Install "green" bike lane on Valley View Street between Grayson Avenue and Birch Avenue
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Gas Tax Fund | | 70,000 | | | | | | 70,000 |
| Total | 0 | 70,000 | 0 | 0 | 0 | 0 | 0 | 70,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 1,000 | | | | | | 1,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 5,000 | | | | | | 5,000 |
| Construction Contract | | 64,000 | | | | | | 64,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 70,000 | 0 | 0 | 0 | 0 | 0 | 70,000 |

## R-76: MITCHELL STREET SIDEWALK

**Project Name:** Mitchell Street Sidewalk
**Project Number:** R50
**Project Description:** Construct sidewalk on north side of Mitchell Drive between Oak Avenue and St James Drive
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Gas Tax Fund | | 18,722 | | | | | | 18,722 |
| Grant - TDA-3 | | 107,278 | | | | | | 107,278 |
| Total | 0 | 126,000 | 0 | 0 | 0 | 0 | 0 | 126,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 18,722 | | | | | | 18,722 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 12,000 | | | | | | 12,000 |
| Construction Contract | | 95,278 | | | | | | 95,278 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 126,000 | 0 | 0 | 0 | 0 | 0 | 126,000 |

## S-16: MISCELLANEOUS MAINTENANCE PROJECTS

**Project Name:** Misc. Maintenance Projects
**Project Number:** S-16
**Project Description:** Various Annual Maintenance Projects
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 29,750 | 29,750 | 29,750 | 29,750 | 29,750 | | 148,750 |
| Wastewater Impact Fee (15%) | | 5,250 | 5,250 | 5,250 | 5,250 | 5,250 | | 26,250 |
| Total | 0 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 0 | 175,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 5,250 | 5,250 | 5,250 | 5,250 | 5,250 | | 26,250 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 29,750 | 29,750 | 29,750 | 29,750 | 29,750 | | 148,750 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 0 | 175,000 |

## S-47: REGULATORY COMPLIANCE PERMIT RENEWAL

**Project Name:** Regulatory Compliance
**Project Number:** S-47
**Project Description:** Regulatory Compliance
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | 306,255 | 32,205 | | | | | | 338,460 |
| Total | 306,255 | 32,205 | 0 | 0 | 0 | 0 | 0 | 338,460 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 306,255 | 32,205 | 0 | 0 | 0 | 0 | | 338,460 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | | 0 | 0 | 0 | 0 | | 0 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 306,255 | 32,205 | 0 | 0 | 0 | 0 | 0 | 338,460 |

## S-50: ALGAE REMOVAL/REDUCTION

**Project Name:** Algae Removal Device
**Project Number:** S-50
**Project Description:** Install device such as rock filter for algae removal, as recommended by WFE Improvement Number 3

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | | | | | 85,000 | 765,000 | 850,000 |
| Wastewater Impact Fee (15%) | | | | | | 15,000 | 135,000 | 150,000 |
| Total | 0 | 0 | 0 | 0 | 0 | 100,000 | 900,000 | 1,000,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | 100,000 | | 100,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 90,000 | 90,000 |
| Construction Contract | | | | | | | 810,000 | 810,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 100,000 | 900,000 | 1,000,000 |

## S-52: CONSTRUCT SOLIDS MANAGEMENT PONDS

**Project Name:** Construct Solids Management Ponds
**Project Number:** S-52
**Project Description:** Construct solids management ponds and associated yard piping in accordance with WFE Improvement Number 1a

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 60,000 | 540,000 | | | | | 600,000 |
| Total | 0 | 60,000 | 540,000 | 0 | 0 | 0 | 0 | 600,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 60,000 | | | | | | 60,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 54,000 | | | | | 54,000 |
| Construction Contract | | | 486,000 | | | | | 486,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 60,000 | 540,000 | 0 | 0 | 0 | 0 | 600,000 |

## S-53: RECLAMATION FIELD IMPROVEMENTS

**Project Name:** Reclamation fields improvement
**Project Number:** S-53
**Project Description:** Improve irrigation facilities in reclamation field
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 120,700 | | | | | | 120,700 |
| Wastewater Impact Fee (15%) | | 21,300 | | | | | | 21,300 |
| Total | 0 | 142,000 | 0 | 0 | 0 | 0 | 0 | 142,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 21,000 | | | | | | 21,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 11,000 | | | | | | 11,000 |
| Construction Contract | | 110,000 | | | | | | 110,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 142,000 | 0 | 0 | 0 | 0 | 0 | 142,000 |

## S-59: SPLIT POND 3

**Project Name:** Split Pond 3
**Project Number:** S-59
**Project Description:** Split Pond 3 into two ponds in series per WFE Improvement Number 1c
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | | 110,000 | | | | | 110,000 |
| Total | 0 | 0 | 110,000 | 0 | 0 | 0 | 0 | 110,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | 15,000 | | | | | 15,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 10,000 | | | | | 10,000 |
| Construction Contract | | | 85,000 | | | | | 85,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 110,000 | 0 | 0 | 0 | 0 | 110,000 |

## S-61: POND 2 & 3 LEVEE REPAIR

**Project Name:** Pond 2 & 3 Levee Repair
**Project Number:** S-61
**Project Description:** Repair levees between ponds and install rock slope protection

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 60,000 | | | | | | 60,000 |
| Total | 0 | 60,000 | 0 | 0 | 0 | 0 | 0 | 60,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 9,000 | | | | | | 9,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 6,000 | | 0 | | | | 6,000 |
| Construction Contract | | 45,000 | | 0 | | | | 45,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 60,000 | 0 | 0 | 0 | 0 | 0 | 60,000 |

## S-62: AUTOMATION FOR DISINFECTION

**Project Name:** Automation for Disinfection and Dechlorination
**Project Number:** S-62
**Project Description:** Automate disinfection and declorination facilities per WFE Improvement Number 2

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 50,000 | 100,000 | | | | | 150,000 |
| Total | 0 | 50,000 | 100,000 | 0 | 0 | 0 | 0 | 150,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 22,500 | | | | | | 22,500 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 2,500 | 10,000 | | | | | 12,500 |
| Construction Contract | | 25,000 | 90,000 | | | | | 115,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 50,000 | 100,000 | 0 | 0 | 0 | 0 | 150,000 |

## S-64: OAK AVENUE SEWER LINE REPLACEMENT

**Project Name:** Oak Avenue Sewer Line Replacement
**Project Number:** S-
**Project Description:** Reconstruct or rehabilitate sewer line in Oak Avenue

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | | 29,750 | 280,500 | | | | 310,250 |
| Wastewater Impact Fee (15%) | | | 5,250 | 49,500 | | | | 54,750 |
| Total | 0 | 0 | 35,000 | 330,000 | 0 | 0 | 0 | 365,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | 35,000 | | | | | 35,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | 30,000 | | | | 30,000 |
| Construction Contract | | | | 300,000 | | | | 300,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 35,000 | 330,000 | 0 | 0 | 0 | 365,000 |

## S-65: SOLIDS MANAGEMENT PONDS IMPROVEMENTS

**Project Name:** Improve solids management ponds
**Project Number:** S-
**Project Description:** Install aerator moorings and electrical provisions as recommended by WFE Improvement Number 1b

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 45,000 | | | | | | 45,000 |
| Total | 0 | 45,000 | 0 | 0 | 0 | 0 | 0 | 45,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 4,500 | | | | | | 4,500 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 4,500 | | | | | | 4,500 |
| Construction Contract | | 36,000 | | | | | | 36,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 45,000 | 0 | 0 | 0 | 0 | 0 | 45,000 |

## S-66: NEW WELL

**Project Name:** New Well
**Project Number:** S-60
**Project Description:** Install new well at wastewater treatment and reclamation plant

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 65,000 | | | | | | 65,000 |
| Total | 0 | 65,000 | 0 | 0 | 0 | 0 | 0 | 65,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 10,000 | | | | | | 10,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 5,000 | | | | | | 5,000 |
| Construction Contract | | 50,000 | | | | | | 50,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 65,000 | 0 | 0 | 0 | 0 | 0 | 65,000 |

## S-67: SLUDGE REMOVAL

**Project Name:** Sludge Removal
**Project Number:** S-67
**Project Description:** Remove accumulated sludge from Ponds 1B and 2

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Wastewater Utility | | 75,000 | 75,000 | | | | | 150,000 |
| Total | 0 | 75,000 | 75,000 | 0 | 0 | 0 | 0 | 150,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 20,000 | | | | | | 20,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 5,000 | 10,000 | | | | | 15,000 |
| Construction Contract | | 50,000 | 65,000 | | | | | 115,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 75,000 | 75,000 | 0 | 0 | 0 | 0 | 150,000 |

## W-26: YORK CREEK UPPER DAM REMOVAL

**Project Name:** Upper York Creek Dam Removal
**Project Number:** W-26
**Project Description:** Remove Upper York Creek Dam and restore creek habitat
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Bond | 322,883 | 1,995,308 | 698,158 | | | | | 3,016,349 |
| Unfunded | | 847,888 | 847,887 | | | | | 1,695,775 |
| EPA Grant SFBWQIF | | 493,938 | 493,938 | | | | | 987,876 |
| Proposition 84 | | 400,000 | 400,000 | | | | | 800,000 |
| Total | 322,883 | 3,737,134 | 2,439,983 | 0 | 0 | 0 | 0 | 6,500,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 322,883 | 262,123 | | | | | | 585,006 |
| Environmental | | 262,123 | | | | | | 262,123 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 125,000 | 125,718 | | | | | 250,718 |
| Construction Contract | | 3,087,888 | 2,314,265 | | | | | 5,402,153 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 322,883 | 3,737,134 | 2,439,983 | 0 | 0 | 0 | 0 | 6,500,000 |

## W-27: MEADOWOOD & HOLMES TANK UPGRADES

**Project Name:** Meadowood Tank Upgrade
**Project Number:** W-27
**Project Description:** Replace and upgrade Meadowood Tanks and associated systems
*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | 148,948 | 114,210 | | | | | | 263,158 |
| Water Impact Fee (50%) | | 125,000 | | | | | | 125,000 |
| Water Bond | 4,900 | 5,890 | | | | | | 10,790 |
| Total | 153,848 | 245,100 | 0 | 0 | 0 | 0 | 0 | 398,948 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 153,848 | 17,100 | | | | | | 170,948 |
| Environmental | | 3,000 | | | | | | 3,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 20,000 | | | | | | 20,000 |
| Construction Contract | | 205,000 | | | | | | 205,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 153,848 | 245,100 | 0 | 0 | 0 | 0 | 0 | 398,948 |

# W-35: BELL CANYON RESERVOIR IMPROVEMENTS

**Project Name:** Bell Canyon Reservoir Improvements
**Project Number:** W-35
**Project Description:** Dredging to restore storage capacity lost by sediment accumulation
**Financial Impact**

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | | | | | | 900,000 | 900,000 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 900,000 | 900,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | 70,000 | 70,000 |
| Environmental | | | | | | | 20,000 | 20,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 90,000 | 90,000 |
| Construction Contract | | | | | | | 720,000 | 720,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 900,000 | 900,000 |

# W-80: DWYER ROAD BOOSTER (PUMP STATION)

**Project Name:** Dwyer Road Pump Station
**Project Number:** W-80
**Project Description:** Contribute a fair share contribution to the City of Napa for a pump station to deliver water to St Helena and Calistoga. Project will improve system reliability and increase pressure in the southern end of the system.

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 10,857 | 35,280 | 35,280 | 35,280 | 35,280 | 358,900 | 510,877 |
| Water Impact Fee (50%) | | 45,000 | 35,280 | 35,280 | 35,280 | 35,280 | 358,900 | 545,020 |
| Water Bond | 34,143 | | | | | | | 34,143 |
| Total | 34,143 | 55,857 | 70,560 | 70,560 | 70,560 | 70,560 | 717,800 | 1,090,040 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 102,429 | 167,571 | | | | | | 270,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | | 352,800 | 352,800 | 352,800 | 352,800 | 3,769,000 | 5,180,200 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 102,429 | 167,571 | 352,800 | 352,800 | 352,800 | 352,800 | 3,769,000 | 5,450,200 |

## W-82: WATER RIGHTS AND PERMITTING

**Project Name:** Water Rights and Permitting
**Project Number:** W-82
**Project Description:** Secure water rights and permits for water entering Bell Canyon Reservoir

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 127,711 | | | | | | 127,711 |
| Total | 0 | 127,711 | 0 | 0 | 0 | 0 | 0 | 127,711 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 127,711 | | | | | | 127,711 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | | | | | | | 0 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 127,711 | 0 | 0 | 0 | 0 | 0 | 127,711 |

## W-84: BELL CANYON INTAKE TOWER REPAIR

**Project Name:** Bell Canyon Intake Tower Repair
**Project Number:** W-84
**Project Description:** Replace and repair mid-valve on the intake tower

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | 23,763 | 97,416 | | | | | | 121,179 |
| Water Impact Fee (15%) | | | | | | | | 0 |
| Water Bond | 74,416 | 2,584 | | | | | | 77,000 |
| Total | 98,179 | 100,000 | 0 | 0 | 0 | 0 | 0 | 198,179 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 98,179 | | | | | | | 98,179 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 10,000 | | | | | | 10,000 |
| Construction Contract | | 90,000 | | | | | | 90,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 98,179 | 100,000 | 0 | 0 | 0 | 0 | 0 | 198,179 |

## W-85: BELL VALVE HOUSE IMPROVEMENTS

**Project Name:** Bell Canyon Valve House Improvements
**Project Number:** W-85
**Project Description:** Improve valve house at Bell Canyon Reservoir

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | 49,030 | | | | | | 447,189 | 496,219 |
| Water Impact Fee (15%) | | | | | | | 78,916 | 78,916 |
| Total | 49,030 | 0 | 0 | 0 | 0 | 0 | 526,105 | 575,135 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 49,030 | | | | | | 50,000 | 99,030 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 50,000 | 50,000 |
| Construction Contract | | | | | | | 426,105 | 426,105 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 49,030 | 0 | 0 | 0 | 0 | 0 | 526,105 | 575,135 |

## W-86: HOLMES TANK UPGRADE

**Project Name:** Holmes Tank Upgrade
**Project Number:** W-86
**Project Description:** Replace and upgrade Holmes Tank and associated systems

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 125,000 | | | | | | 125,000 |
| Water Impact Fee (50%) | | 125,000 | | | | | | 125,000 |
| Total | 0 | 250,000 | 0 | 0 | 0 | 0 | 0 | 250,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 20,000 | | | | | | 20,000 |
| Environmental | | 5,000 | | | | | | 5,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 20,000 | | | | | | 20,000 |
| Construction Contract | | 205,000 | | | | | | 205,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 250,000 | 0 | 0 | 0 | 0 | 0 | 250,000 |

## W-91: BELL CREEK INFLOW WEIR

**Project Name:** Bell Canyon Creek Inflow Measurement
**Project Number:** W-91
**Project Description:** Install stilling basin and inflow measuring devices

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | 22,645 | | 550,250 | | | | | 572,895 |
| Water Impact Fee (15%) | | 12,750 | 99,750 | | | | | 112,500 |
| Water Bonds | 100,000 | 72,250 | 15,000 | | | | | 187,250 |
| Total | 122,645 | 85,000 | 665,000 | 0 | 0 | 0 | 0 | 872,645 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | 122,645 | 65,000 | | | | | | 187,645 |
| Environmental | | 20,000 | | | | | | 20,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 60,000 | | | | | 60,000 |
| Construction Contract | | | 605,000 | | | | | 605,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 122,645 | 85,000 | 665,000 | 0 | 0 | 0 | 0 | 872,645 |

## W-101: TANK 2 REHABILITATION

**Project Name:** Tank 2 Rehabilitation
**Project Number:** W-101
**Project Description:** Rehabilitate Tank 2

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 51,000 | 586,000 | | | | | 637,000 |
| Water Impact Fee (15%) | | 9,000 | 104,000 | | | | | 113,000 |
| Total | 0 | 60,000 | 690,000 | 0 | 0 | 0 | 0 | 750,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 60,000 | | | | | | 60,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 69,000 | | | | | 69,000 |
| Construction Contract | | | 621,000 | | | | | 621,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 60,000 | 690,000 | 0 | 0 | 0 | 0 | 750,000 |

## W-102: WELL FILTER REHABILITATION

**Project Name:** Well Filter Rehabilitation
**Project Number:** W-102
**Project Description:** Rehabilitate well filters

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 210,000 | | | | | | 210,000 |
| Total | 0 | 210,000 | 0 | 0 | 0 | 0 | 0 | 210,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 20,000 | | | | | | 20,000 |
| Environmental | | 5,000 | | | | | | 5,000 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | 20,000 | | | | | | 20,000 |
| Construction Contract | | 165,000 | | | | | | 165,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 210,000 | 0 | 0 | 0 | 0 | 0 | 210,000 |

## W-105: SLUDGE HANDLING

**Project Name:** Sludge Handling
**Project Number:** W-105
**Project Description:** Replace sludge collector piping

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 62,000 | | | | | | 62,000 |
| Total | 0 | 62,000 | 0 | 0 | 0 | 0 | 0 | 62,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | | 0 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | | 0 |
| Construction Contract | | 62,000 | | | | | | 62,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 62,000 | 0 | 0 | 0 | 0 | 0 | 62,000 |

## W-106: PUMP STATION UPGRADES

**Project Name:** Pump Station Upgrades
**Project Number:** W-106
**Project Description:** Upgrade existing pump stations to provide backup power. This upgrade is required by the Department of Public Health

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 20,000 | 180,000 | | | | | 200,000 |
| Total | 0 | 20,000 | 180,000 | 0 | 0 | 0 | 0 | 200,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 20,000 | | | | | | 20,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | 20,000 | | | | | 20,000 |
| Construction Contract | | | 160,000 | | | | | 160,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 20,000 | 180,000 | 0 | 0 | 0 | 0 | 200,000 |

## W-107: REPLACE 12" TRANSMISSION MAIN

**Project Name:** Replace 12" Transmission Main
**Project Number:** W-107
**Project Description:** Replace 12" Water Transmission Main from Rutherford Pump Station to City of Napa

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | | | | | | 400,000 | 400,000 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 400,000 | 400,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | 40,000 | 40,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 40,000 | 40,000 |
| Construction Contract | | | | | | | 320,000 | 320,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 400,000 | 400,000 |

## W-108: LOWER YORK CREEK DAM REHAB

**Project Name:** Lower York Creek Dam Rehab
**Project Number:** W-108
**Project Description:** Rehab Lower York Creek Dam as required by Division of Dam Safety. Repair 12" diameter gate in the outlet tower, repair 24" diameter spillway gate, geotechnical investigation and stability analysis, seismic stability analysis of intake tower, and survey and rehab 12" dia low level outlet pipe

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | 150,000 | | | | | 350,000 | 500,000 |
| Total | 0 | 150,000 | 0 | 0 | 0 | 0 | 350,000 | 500,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | 100,000 | | | | | 40,000 | 140,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 40,000 | 40,000 |
| Construction Contract | | | | | | | 320,000 | 320,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 100,000 | 0 | 0 | 0 | 0 | 400,000 | 500,000 |

## W-109: BELL CANYON INTAKE TOWER REPLACEMENT

**Project Name:** Bell Canyon Intake Tower Replacement
**Project Number:** W-109
**Project Description:** Replace inntake tower

*Funding Sources:*

| Sources | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Water Utility | | | | | | | 773,000 | 773,000 |
| Water Impact Fee (15%) | | | | | | | 150,000 | 150,000 |
| Water Bond | | | | | | | 77,000 | 77,000 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 1,000,000 | 1,000,000 |

*Project Cost Estimate:*

| Elements | Prior Years | FY15/16 | FY16/17 | FY17/18 | FY18/19 | FY19/20 | Future Years | Total |
|---|---|---|---|---|---|---|---|---|
| Preliminary Engineering | | | | | | | 100,000 | 100,000 |
| Environmental | | | | | | | | 0 |
| Land/ROW Acquisition | | | | | | | | 0 |
| Construction Engineering | | | | | | | 100,000 | 100,000 |
| Construction Contract | | | | | | | 800,000 | 800,000 |
| Other CIP Costs | | | | | | | | 0 |
| Other - TBD | | | | | | | | 0 |
| Total | 0 | 0 | 0 | 0 | 0 | 0 | 1,000,000 | 1,000,000 |

Item No: 13

**Report to the City Council**
Council Meeting of June 9, 2015

**Agenda Section:** **New Business**

**Subject:** **Direction to City Manager regarding St. Helena School District Pool**

**CEQA Status:** **Not a project**

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

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

## BACKGROUND

During this past year, Team Sheeper Swim and Sport, Inc. has been providing the St. Helena School District with pool management services. After recent events, Team Sheeper Swim and Sport, Inc. gave the district administration a written notice of contract termination effective July 13, 2015. The school district did request to extend the contract through September 30, 2015, but the company declined the schools request.

Due to the current situation at the school district, school district officials need to start looking into short-term as well as long-term management for the school district pool.

## DISCUSSION

Summer programming has already begun and the ultimate goal of the school district is to keep the pool open through the summer months. The school district is putting together a transition-plan for this upcoming summer. In the short-term, members of the St. Helena Swim Club (Waves Team) offered to provide management services to the district on a short-term basis, in order to continue current programming through September 6, 2015. Within this short-term agreement, the St. Helena Swim Club would hire the personnel necessary to operate the pool and the district would contract for outside pool maintenance services as necessary, depending on the capacity/certification of the St. Helena Swim Club.

During City Council regular meeting on May 26, 2015, Council directed city staff to discuss the possibility of the City of St. Helena being involved in the management of the pool. The Council requested that staff return with options for Council's consideration.

Staff has met with the School District staff and discussed various options. Based on these discussions and evaluating the City's capacity, coupled with a dramatically shorter timeframe than was originally envisioned when this matter was first brought to the City's attention, staff has narrowed down its recommendations to the Council: 1) the City would assume full management responsibilities for the pool; 2) the City declines this opportunity.

Staff reviewed various hybrid options and feels strongly that full management of the pool is the only efficient and practical model. The City was directly involved in the management of the pool for over 30 years and Recreation staff feels confident that they possess the skills and abilities to successfully manage the pool in a manner that supports the various user groups, school uses, and community uses. The full scope of this approach has yet to be fully vetted and areas such as liability, facility maintenance, custodial and other matters need to be discussed and agreed to between the City and School District. The City has clearly indicated to the School District that all expenses related to the management of the pool shall be borne by the School District not the City. This is an agreeable approach for the School District.

**FISCAL IMPACT**

None

**RECOMMENDED ACTION**

Direct City Manager to initiate negotiations with the St. Helena School District to assume fully management of the District's pool.