



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

ST. HELENA CITY COUNCIL
REGULAR MEETING
JULY 28, 2015

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

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

PLEASE NOTE: Any person who wishes to speak regarding an item on the agenda or make a comment under the “Oral Communication” portion of the agenda may voluntarily complete a “Speaker Card” and submit it to the City Clerk BEFORE that portion of the agenda is called. Speaker cards are available on the table in back of the room. Please observe the time limit of three minutes.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

2. CLOSED SESSION

- a. Conference with Legal Counsel—Existing Litigation;
Government Code § 54956.9, subdiv. (d)(1):
Name of Case: City of St. Helena v. Pao Lien Hung,
Trustee of the Pao Lien Hung Revocable Trust, Pao Lien
Hung, an individual, and John Mourraille, an individual,
Napa County Superior Court Case No. 26-65665
- b. Conference with Legal Counsel—Existing Litigation;
Gov. Code § 54956.9(d)(1)
Name of Case: City of St. Helena v. Saldana
Napa County Superior Court Case No: 26-66562

3. **OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (6:00 P.M.)**
4. **PLEDGE OF ALLEGIANCE**
5. **ROLL CALL**
6. **PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.
7. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

STAFF BRIEFING:

8. Monthly water/drought update presented by Jennifer Tuell, Water Conservation Coordinator

PRESENTATIONS AND PUBLIC RECOGNITIONS

9. Presentation – Informational overview of Marin Clean Energy (MCE) Energy Program presented by MCE Community Development Manager Allison Hang. Consideration for City Council to give direction to staff to send a non-binding letter of interest to MCE.

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)

10. Consideration and proposed approval of Regular and Special Meeting Minutes of:
 - a. Regular Meeting Minutes of November 25, 2014
 - b. Regular Meeting Minutes of December 9, 2014
 - c. Regular Meeting Minutes of January 13, 2015
 - d. Regular Meeting Minutes of January 27, 2015
 - e. Regular Meeting Minutes of February 10, 2015
 - f. Regular Meeting Minutes of February 24, 2015

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

11. Consideration and proposed approving First Amendment to the Professional Services Agreement with Coastland Civil Engineering Inc. in the amount of \$10,000.00 for plan review Engineering Services for a total amount not to exceed \$20,000.00

CEQA Status: Not a CEQA Project

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

12. Consideration and proposed approval of a resolution finding an exemption from CEQA; approving and adopting the project manual; and authorizing the bid request for Charter Oak Avenue and Highway 29 sewer repair project from Capital Improvement Project S-16 Miscellaneous Maintenance Projects

CEQA Status: Categorically Exempt Section 15301

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

13. Consideration and proposed approval of a resolution setting a hearing to approve annexation of territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Avenue, St Helena, CA APN. 009-010-014-000)

CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

14. Consideration and proposed approving Second Amendment to Agreement for Consultant Services with Consolidated CM for Construction Management and Inspection Services in the amount of \$6,775.45 for a total contract amount of \$360,331.70 for Water Tank 1A Construction Project W-83

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

15. Consideration and proposed resolution approving extension of License Agreement #14WBR0004N between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the Placement of a Precipitation Radar and Gauge at the Louis Stralla Water Treatment Plant

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Lead Staff: Kathy Robinson, Operations Manager

Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

16. Consideration and proposed approval of a resolution authorizing “piggy-back” purchase from Wondries Fleet Group through State of California Department of General Service Procurement Division Contract Statewide Commodity Contract Number 1-14-23-20 A-G for purchase of two 2015 Ford F250 Extended Cab replacement trucks for the Public Works Department for a total amount not to exceed \$49,119.66

CEQA Status: Not a CEQA project

Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

17. Consideration and proposed resolution authorizing “piggy-back” purchase from RDO Equipment Co. through National Joint Powers Alliance (NJPA) for purchase of a new 12” brush chipper for the Public Works Department for an amount not to exceed \$42,333.46

CEQA Status: Not a CEQA Project

Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

18. Consideration and proposed approval of a Professional Services Agreement with Piña Vineyard Management in the amount of \$13,200.00 for the discing of the Wastewater Treatment and Reclamation Plant’s effluent disposal irrigation spray fields

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

Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

19. Consideration and proposed resolution authorizing a 60 month lease agreement between the City of St. Helena and Xerox for a new copy machine at the Fire Department for a total cost of \$12,355.20

CEQA Status: Not a CEQA project

Lead Staff: John Sorensen, Fire Chief

Recommendation: Adopt

20. Consideration to designate Mayor Alan Galbraith as the 2015 League of California Cities Annual Conference Voting Delegate

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Recommend

21. Consideration and proposed resolution for a contract amendment increasing the current contract amount with Urban Planning Partners by \$52,320 to a new total of \$140,910 to update the Environmental Impact Report previously prepared for the proposed Hunter Project, which consists of a Subdivision application for 51 single family residential lots and a 3.4 acre parcel for multiple family site. The entire cost of this work is the responsibility of the Hunter project proponent, not the City.

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Adopt

22. Consideration and proposed resolution finding an exemption from CEQA for the 2015 Pavement Rehabilitation Project; approving and adopting the Project Manual; and authorizing the bid request for 2015 Pavement Rehabilitation Project for designated streets

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

Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer

Recommendation: Adopt

ADJOURNMENT The next Regular City Council meeting is scheduled for August 11, 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 July 24, 2015.



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.

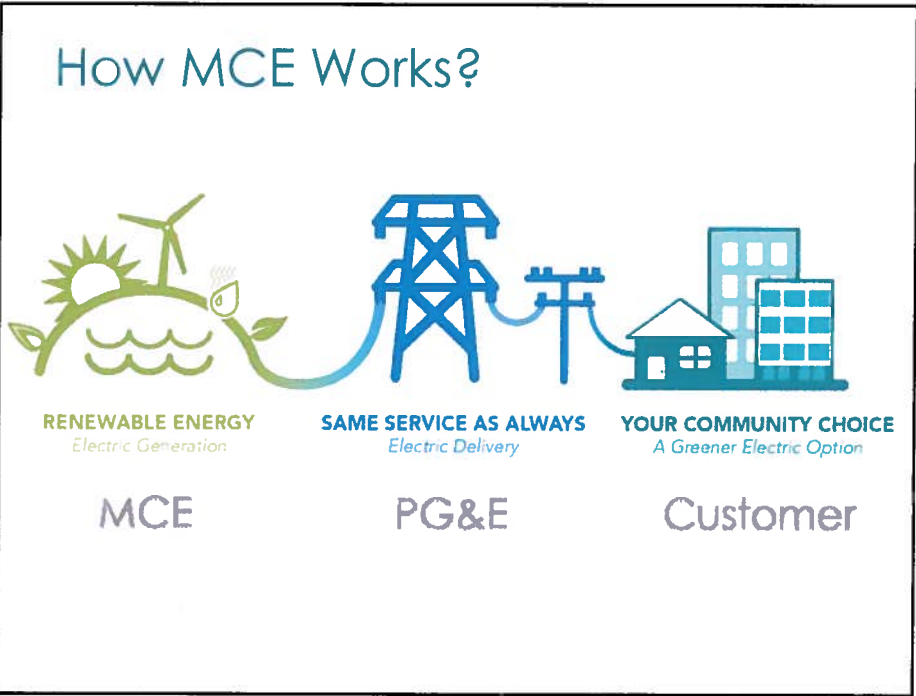
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MCE

A not-for-profit, community renewable energy provider





Our Objectives



Utilize more renewable power

Maintain stable, reliable rates

Respond to community needs

Local control and governance

MCE Governance

Not for Profit, public agency

Governed by a 17-member board of local elected officials

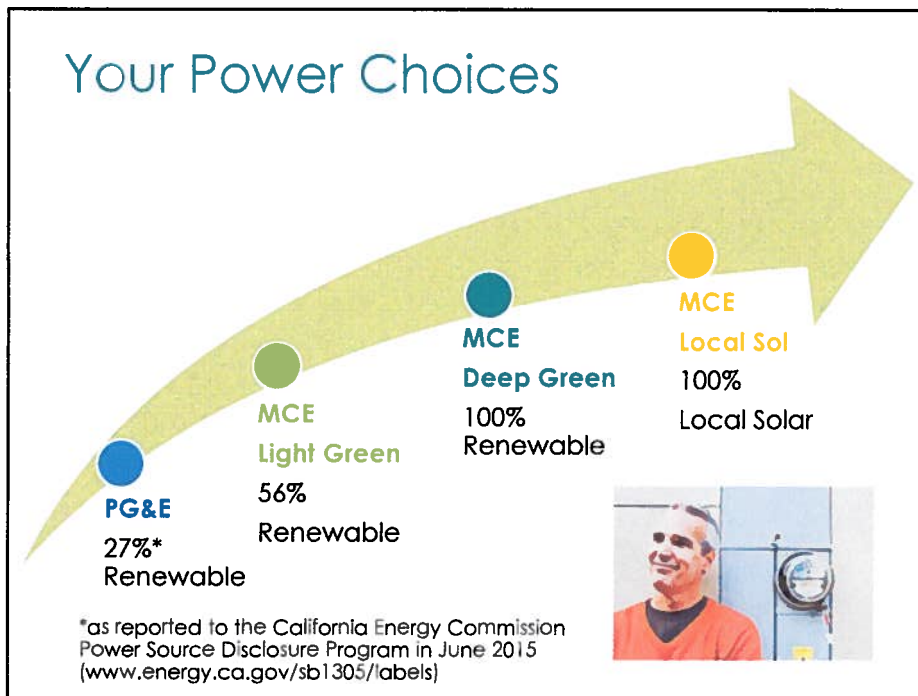
Napa County represented by **Supervisor Brad Wagenknecht**

Public oversight of rates, power sources and policies

Report to California Public Utilities Commission, California Energy Commission and our customers

Currently serving about
140,000 customers (~80%)





Residential Cost Comparison

	PG&E	MCE Light Green	MCE Deep Green	MCE Local Sol
Example Monthly Residential Electric Charges**				
PG&E Electric Delivery (all customers)	\$37.30	\$37.30	\$37.30	\$37.30
Electric Generation (all customers)	\$45.12	\$37.97	\$42.60	\$65.75
Additional PG&E Fees (MCE customers only)	-	\$5.71	\$5.71	\$5.71
Average Total Cost	\$82.42	\$80.98	\$85.61	\$108.76

*As reported to the California Energy Commission Power Source Disclosure Program in June 2015 (www.energy.ca.gov/sb1305/labels)

**The above comparison is based on typical usage of 463kWh at PG&E's rates as of March 1, 2015, and MCE's rates effective April 2015 under the Res-1/E-1 rate schedule. Costs shown are an average of summer and winter rates in baseline territory X with gas heating; actual differences may vary depending on usage, rate schedule, and other factors.

- Delivery rates stay the same
- Generation rates vary by service option
- PG&E adds exit fees on CCA customer bills
- Even with exit fees, total cost for Light Green is less than PGE

Average Annual Savings

\$5.9 Million: 2014 rate savings

\$10.6 Million: est. 2015 rate savings



Based on MCE's Light Green 56% renewable rates and PG&E rates effective April 2015

7

Cost Savings & Greenhouse Gas Reductions*

- City of San Rafael
~\$47,000 & 187 tons (2014)
- City of Richmond
~\$107,000 & 501 tons (2014)
- West Contra Costa Unified School District
~\$66,000 (2014)

*Approximate greenhouse gas reductions in metric tons for 2014

8

MCE Power Sources



Local Build Out, 2012 - 2015

10
local projects

Electricity to power up to 10,400 homes per year



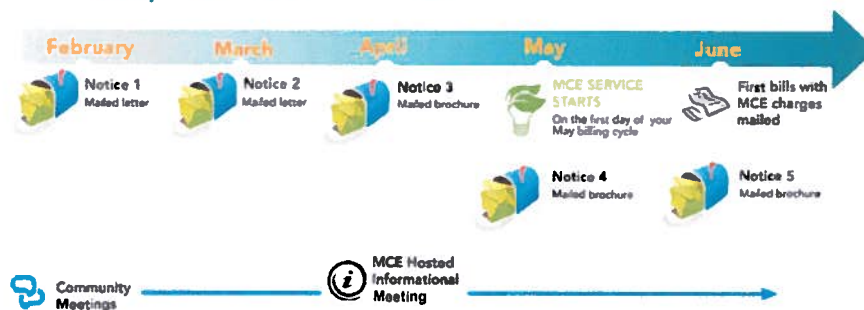
Local Programs

- \$5.3 million Energy Efficiency program funded through Public Purpose Charge
 - Green Home Loan program (On-bill financing)
 - No-cost multifamily & business building energy assessments
 - ❑ Valued at \$3,000 - \$5,000
 - Cash rebates
 - ❑ Avg. 25-60% of project costs
- Tesla battery storage pilot program
- Electric vehicle charging stations
- Generous Solar Program



Ruben Pendroza,
RichmondBUILD graduate

Sample Enrollment



During enrollment customers can opt up or opt out at any time.

Opt outs received after 60 days of service will see a \$5 residential (\$25 commercial) fee and be prevented from returning to MCE for 1 year by PG&E.

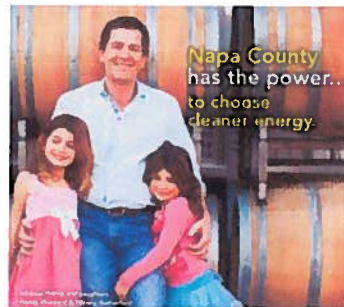
Napa County Enrollment

Very High Enrollment Rate

- 91% Enrollment Rate

High Adoption of MCE's 100% Renewable Option

- Total Deep Green Enrollments: 177



Thank you
Questions or Comments?

Allison Hang
(415) 464-6044
ahang@mceCleanEnergy.org
www.mceCleanEnergy.org



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**REGULAR MEETING
ST. HELENA CITY COUNCIL
CITY HALL, CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA
November 25, 2014
4:00 PM CLOSED SESSION
6:00 P.M. REGULAR MEETING
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA**

A complete video recording of this meeting, except for closed session, can be found at www.cityofsthelema.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PLEDGE OF ALLEGIANCE

Mayor Nevero called the meeting to order at 4:00 p.m. and the flag was saluted.

2. ROLL CALL

Present: Councilmembers Sculatti, Pitts, Crull, White, Mayor Nevero
Absent: None

3. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

Mayor Nevero asked if there were any public comments regarding the Closed Session matters listed. There being none, the Council convened into Closed Session.

4. CLOSED SESSION

- A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION;
Government Code Section 54956.9(d)(1); City of St. Helena v. Upper Valley Disposal Service, Napa County Superior Court No. 26-64875
- B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (One potential case)
- C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2): (One case)

5. OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY

The Regular Meeting was reconvened at 6:00 p.m. and City Attorney Thomas B. Brown reported there was no reportable action for Items 4A and 4C; however, for Item 4B, the City initiated litigation and details of this will be made available to the public upon request once the case is filed with the Court.

6. PUBLIC FORUM:

Mark Van Gorder, PG&E Government Relations Manager for Napa provided the City Council with a presentation regarding the PG&E remediation project at 1301 Mitchell Drive.

Carole Troy and Pam Simpson addressed the City Council.

7. REPORTS BY STAFF AND CITY COUNCIL AND FUTURE AGENDA ITEMS and AB 1234 REPORTS:

City Manager Phillips introduced the City's new Finance Director, April Mitts.

A. Boards and Commissions update – Cindy Black, City Clerk

City Clerk Cindy Black provided an update on Boards and Commissions.

PRESENTATIONS AND PUBLIC RECOGNITIONS

8. Presentation by Clay Gregory, President & CEO, Visit Napa Valley Update
Clay Gregory, President & CEO, Visit Napa Valley, provided a brief update, shared tourism and lodging data, and spoke on the impacts of the earthquake on Napa Valley.

CONSENT ITEMS

Vice Mayor Crull requested removal of Item 15.

- 9.** Consideration of Resolution 2014-86 approving contract with Frank's Janitorial to include twice a month cleaning at the Wastewater Treatment Plant and a contractual increase of \$2,462 for a total amount not to exceed \$56,042
- 10.** Consideration of Resolution 2014-87 approving an agreement with Municipal Resources Group to provide professional planning services for a total not to exceed amount of \$91,500

11. Consideration of Resolution 2014-88 approving Contract for Consulting Services in the Amount of \$25,000 with Peckham and McKenney for the Recruitment of Planning and Community Improvement Director
12. Consideration of finding the Grayson Traffic Signal Project categorically exempt from CEQA and authorizing the City Manager to execute the Purchase and Sale Agreement for the right of way certification
 - a. Resolution 2014-89 Finding an Exemption from CEQA for the Main Street (SR29) at Grayson Traffic Signal Project (CIP R05)
 - b. Resolution 2014-90 Authorizing the City Manager to Execute a Purchase and Sale Agreement in the amount of \$12,315 with Napa Valley Wine Train for Right of Way; and Authorizing Staff to Execute the Caltrans Right of Way Certification for the Main Street (SR29) at Grayson Traffic Signal Project (CIP R-05)
13. Consideration of Resolution 2014-91 Authorizing the Destruction of Records in Accordance with the City's Citywide Records Retention/Destruction Schedule (Resolution 2002-72)
14. Consider Second Reading and adoption of an ordinance 2014-13 amending chapter 8.32 of the St. Helena Municipal Code to revise and enhance the City's regulations providing for procedures, notice and assistance for tenants of residential units displaced as a result of code enforcement activities

Item 15 removed.

- ~~15. Consideration of Resolution with appropriate findings denying the appeal of the September 16, 2014 Planning Commission decision, and affirming the Planning Commission decision (1) approving a request by Davies Family for a Use Permit amendment to expand the existing production capacity/facilities and to allow hospitality functions including tours, tastings and events, (2) approving Design Review to remodel and expand the existing production facilities to include crush pad areas, an outdoor tasting area, and a hospitality building with a roof top terrace, and (3) approving a Mitigated Negative Declaration for the Project under CEQA. The parcel is located at 555 Main Street.~~
16. Consideration of Resolution 2014-92 Approving the Installation of a Memorial Plaque Honoring John and Angie Aquila and Recognizing 100-years of Electroliers on Main Street (SR29)

Mayor Nevero called upon Angie Aquila and described the plaque.

Angie Aquila addressed the City Council regarding the installation of the plaque recognizing 100 years of Electroliers on Main Street.

Councilmember Pitts commented that the Aquila's spent many hours to preserve the Electroliers.

17. Consideration of Resolution 2014-93 Finding an Exemption from CEQA; Approving and Adopting the Plans, Specifications and Working Details; and Authorizing the Bid Request for St. Helena Sewer Main Cleaning and TV Inspection Project 2014.
18. Consideration of Resolution 2014-94 approving amendments for cost increases for agreements for consultant services with West Yost Associates for Tank 1A Engineering Services During Construction and with Consolidated CM for Tank 1A Construction Management and Inspection Services, and increasing the budget for the Tank 1A Construction Project (CIP W83) by \$124,959.45
19. Introduction of Ordinance Amending City of St. Helena Municipal Code Section 2.21 City Manager and Section 2.24 Director of Finance/Treasurer to change the Treasurer Function from the Director of Finance to the City Manager
20. Consideration of Resolution 2014-95 approving the reinstatement of Permit Technician Position for a total cost of \$54,500 for FY 2014-15

Councilmember Crull moved to approve Consent Items 9-14 and 16-22. The motion was seconded by Councilmember Sculotti and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

Item Removed from the Consent Calendar:

15. Consideration of Resolution 2014-96 with appropriate findings denying the appeal of the September 16, 2014 Planning Commission decision approving a request by Davies Family for a Use Permit amendment to expand the existing production capacity/facilities and to allow hospitality functions including tours, tastings and events, and Design Review to remodel and expand the existing production facilities to include crush pad areas, an outdoor tasting area, and a hospitality building with a roof top terrace. The parcel is located at 555 Main Street. A Mitigated Negative Declaration was prepared for this Project

Acting Planning Director Carniglia clarified language in the resolution and roundtable discussion ensued.

Susan Kenwood, Geoff Ellsworth, Sandy Ericson, and Faith Eckmeyer addressed the City Council.

Councilmember White moved to amend the resolution's language to read, "That the City Council is demanding the crosswalk be a requirement and if the Engineer makes a finding it is not appropriate for a specific location, that it be brought back to the City Council for revision; 2) that a noise attenuation study will be taken during a 6 month period and approved by the Council; 3) that no weddings or receptions be held; 4) adding Finding 16 regarding prohibiting events during graduation; and 5) to incorporate the City Attorney's formal response into the resolution and incorporate the 10,000 square foot rule.". The motion was seconded by Councilmember Sculotti and on roll call carried by the following vote:

AYES: Councilmembers Sculatti, Pitts, White, Mayor Nevero

NOES: Crull

ABSENT: None

PUBLIC HEARING

21. Consider a Resolution 2014-97 approving the request by Brad Oldenbrook for approval of a parcel map to subdivide an existing 14.13 acre parcel into two parcels, one parcel consisting of 13.63 acres in area and the second parcel consisting of .5 acres. The 14.13 acre site is located on Fulton Lane approximately ½ mile northeast of the existing rail line. (APN# 009-050-001)

CEQA Status: Categorically exempt pursuant to Section 15315, Class 15, Minor Land Divisions.

Victor Carniglia, Acting Planning Director, reported on this item.

Council discussion ensued regarding language in two resolutions.

Mayor Nevero opened the public hearing to receive public comment.

David Galbraith, representing the applicant, gave a brief presentation.

Dave Bookmark, Ethan Brown, Lou Levine and Kathy Brokmichael addressed the City Council.

Mayor Nevero closed the public hearing.

Councilmembers supported the first language of the resolution.

Vice Mayor Crull moved to adopt Resolution (first language) approving the request by Brad Oldenbrook for approval of a parcel map to subdivide an existing 14.13 acre parcel into two parcels, one parcel consisting of 13.63 acres in area and the second parcel consisting of .5 acres. The 14.13 acre site is located on

Fulton Lane approximately ½ mile northeast of the existing rail line. (APN# 009-050-001). The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

BREAK

Mayor Nevero called for a break at 7:45 p.m. and thereafter reconvened the regular meeting.

22. Consideration of Amendments To The City's Zoning Ordinance, St. Helena Municipal Code ("SHMC") Chapter 17.144, Regulating Affordable Housing to Assure Consistency With State Law

CEQA Status: None

Victor Carniglia, Contract Planner, reported on this item.

Council discussion ensued and the Council recommended re-noticing the item and continuing the matter.

There were no public comments.

Councilmember White moved to continue amendments to the City's Zoning Ordinance, St. Helena Municipal Code ("SHMC") Chapter 17.144, Regulating Affordable Housing to Assure Consistency with State Law. The motion was seconded by Councilmember Sculatti and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

SCHEDULED MATTERS

23. Consideration Resolution 2014-98 of a Request of HEATHER JORDAN and ROBERT FISHER to enter into a "Mills Act Historic Property Preservation Agreement" for said property located at 1279 ALLYN AVENUE. The Building is included on the City's Historic Resources Master List.

CEQA Status: Categorically exempt pursuant to Section 15331, Class 31, Historical Resource Restoration/Rehabilitation.

City Planner Aaron Hecock reported on this item.

Council discussion ensued regarding the process for ensuring historical standards are met.

There was no public comment.

Councilmember Pitts moved to Consideration of a Request of HEATHER JORDAN and ROBERT FISHER to enter into a "Mills Act Historic Property Preservation Agreement" for said property located at 1279 ALLYN AVENUE. The Building is included on the City's Historic Resources Master List. The motion was seconded by Vice Mayor Crull and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

24. Consideration of Resolution 2014-99 Approving Parking Time Limit and Sign Changes within the City

CEQA Status: None

City Planner Aaron Hecock reported on this item.

Council roundtable ensued.

There was no public comment.

Councilmember White moved to adopt Resolution 2014-99 approving parking time limit and sign changes within the City. The motion was seconded by Vice Mayor Crull and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

25. Consideration of 2015 Public Safety Priorities Results

CEQA Status: None

Police Sergeant Chris Hartley reported on this item.

There was no public comment.

26. Status of the Rehabilitation and Financing of the Stonebridge Apartments in Regards to the Stonebridge Housing Corporation (SHC) Locating Residents of Stonebridge in Temporary Housing Units on Site

CEQ Status: Categorically Exempt

Contract Planner Victor Carniglia and City Manager Jennifer Phillips provided a status report on this item.

City Council roundtable discussion ensued.

Ethan Daniels, Project Manager for Stonebridge Apartments, addressed the City Council.

Bobbi Monnette addressed the City Council.

ADJOURNMENT

Mayor Nevero adjourned the meeting at 8:45p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA
December 9, 2014
6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting, except for closed session, can be found at www.cityofsthelena.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PLEDGE OF ALLEGIANCE

Mayor Nevero called the meeting to order at 6:00 p.m. and the flag was saluted.

2. ROLL CALL

Present: Councilmembers Sculatti, Pitts, Crull, White, Mayor Nevero
Absent: None

3. PUBLIC FORUM:

There was no public comment.

**4. REPORTS BY STAFF AND CITY COUNCIL AND FUTURE AGENDA
ITEMS and AB 1234 REPORTS:**

There were no reports from staff or City Councilmembers.

CONSENT ITEMS

5. Second Reading and Adoption of Ordinance 2014-14 Amending City of St. Helena Municipal Code Section 2.21 City Manager and Section 2.24 Director of Finance/Treasurer to change the Treasurer Function from the Director of Finance to the City Manager
6. Consideration of a Resolution 2014-100 accepting the certification of the vote for the November 4, 2014 General Municipal Election

Vice Mayor Crull moved to approve Consent. The motion was seconded by Councilmember White and on roll call carried by the following vote:

AYES: Councilmembers Crull, Sculatti, Pitts, White, Mayor Nevero

NOES: None

ABSENT: None

SCHEDULED MATTERS

7. Recognition of Outgoing Mayor Ann Nevero and Councilmember Mario Sculatti **(A recess in recognition of outgoing Mayor Nevero and Councilmember Sculatti will be held.)**

City Manager Jennifer Phillips presented plaques and gave recognition to outgoing Councilmember Sculotti and outgoing Mayor Ann Nevero.

Mayor Nevero and Councilmember Sculotti made outgoing remarks.

Carol Hasselbrack, Bill Ryan, Jose Alejandro, Henry Gumming, Chuck Vonderahe, Bobbi Monnette, Wendell Laidley and Bernie Blockley addressed the City Council, giving recognition to Mayor Nevero and Councilmember Sculotti. Vice Mayor Crull recognized and presented gifts to Councilmember Sculotti and Mayor Nevero.

RECESS

Mayor Nevero called for a short recess.

8. Administration of Oath of Office to Mayor-Elect Alan Galbraith, Councilmembers-Elect Paul Dohring and Peter White

City Clerk Cindy Black performed the Oath of Office to Mayor-Elect Alan Galbraith and Councilmembers-Elect Paul Dohring and Peter White.

9. New Councilmembers are seated

Mayor-Elect Alan Galbraith and Councilmembers-Elect Paul Dohring and Peter White were seated.

Remarks were given by Mayor-Elect Alan Galbraith, Councilmembers-Elect Paul Dohring and Peter White.

10. Mayor nomination and Council approval of Vice Mayor

Mayor Galbraith moved to nominate and appoint Councilmember White as Vice Mayor. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers Crull, Dohring, Pitts, White, Mayor Galbraith

NOES: None

ABSENT: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 6:45 p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA
January 13, 2015
4:00 PM CLOSED SESSION
6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting, except for closed session, can be found at www.cityofsthelema.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

No public comment was received.

2. CLOSED SESSION

- a. Conference with Legal Counsel—Anticipated Litigation; Initiation of litigation pursuant to Government Code Section 54956.9(d)(4): (One potential case)
- b. Conference with Legal Counsel—Existing Litigation; Government Code § 54956.9, subdiv. (d)(1):
Citizen's Voice St. Helena, Susan Kenward, and Geoff Ellsworth v. City of St. Helena, City Council of St. Helena, Napa County Superior Court Case No. 26-65618
- c. Conference with Legal Counsel—Anticipated Litigation; Government Code § 54956.9, subdiv. (d)(2):
Significant exposure to litigation (one potential case)

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

The Regular Meeting was reconvened at 6:00 p.m. and City Attorney Thomas B. Brown reported there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Mayor Galbraith called the meeting to order at 6:00 p.m. and the flag was saluted.

5. ROLL CALL

Present: Councilmembers Dohring, Pitts, Crull, White, Mayor Galbraith
Absent: None

6. PUBLIC FORUM:

Geoff Ellsworth, PG&E Representative Mark Van Gorger, Adrian Hane, Chuck Vondra and Sandy Erickson addressed the Council

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

City Clerk Cindy Black addressed the Council regarding the City of St. Helena transitioning over to automated Statement of Economic Interest Form 700 which are due April 1, 2015.

Vice Mayor White reported out on his recent attendance to the NCTPA meeting.

PRESENTATIONS AND PUBLIC RECOGNITIONS

8. Presentation – Tree Committee update by Committee member Kacey Stotesbery

Kacey Stotesbery addressed the Council regarding the recent Tree Committee matters.

Chuck Vondra and Sandy Erickson addressed the Council.

9. Presentation – Cal Trans Hwy 29 channelization tree removal

Caltrans Public Information Officer Vince Jacala introduced the Caltrans team contributing to the project and also addressed the Council regarding the project status.

Faith Eckmeyer, Chuck Vondra, Susann Ortega, Chris Cole, Kelly Carlin, Carol Troy and Joe White addressed the Council.

CONSENT ITEMS:

Vice Mayor Crull requested removal of Item 12.

10. Consideration of a Resolution 2015-1 reducing the membership of the Sustainability Committee from 7 members and 2 alternates to 5 members and 2 alternates

11. Consideration of Resolution 2015-2 approving the Chamber of Commerce request to display flags on Main Street for Premier Napa Valley event

Item 12 removed

~~**12. Consideration of a Resolution amending the Library Hours of Operation**~~

13. Consideration of Resolution 2015-3 approving an agreement with MarinIT to provide information technology services for a total not to exceed amount of \$60,000

14. Consideration of Resolution 2015-4 Authorizing the City Manager to Sign a Lease

Termination Agreement with Nextel of California, Inc.

Councilmember Dohring moved to approve Consent Items 10 and 11 and 13 and 14. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White, Pitts, Crull and Mayor Galbraith

NOES: None

ABSENT: None

Item Removed from the Consent Calendar:

12. Consideration of a Resolution 2015-5 amending the Library Hours of Operation

Library Director Jennifer Baker answered Library hours of operation questions and language in the resolution and roundtable discussion ensued.

Councilmember Dohring moved to approve Consent Item 12. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Pitts, White, Crull and Mayor Galbraith

NOES: None

ABSENT: None

PUBLIC HEARING

15. Consider amendments to the City's Zoning Ordinance Section 17.144 (Affordable Housing) incorporating, among other changes, the following key amendments:

- a. "Purpose" (Section 17.144.010); wording is added clarifying that the purpose of this Section of the Code is to encourage the development of housing for all segments to the community, and to provide incentives for affordable housing for very low, low, and moderate income households in the City.
- b. "Definitions" (Section 17.144.020); wording is added to explicitly include senior housing and age restricted mobile home parks as eligible to receive a density bonus,
- c. "Application" (Section 17.144.050); added wording stating that a project that conforms to the requirements of the Municipal Code can qualify for an additional density bonus or a concession if the project includes on-site child care.
- d. Clarifies that a developer may elect to receive a lesser percentage of density bonus than the maximum required, and includes provisions whereby a developer may at their option request a waiver or reduction of City development standards, in addition to a density bonus or other concessions or incentives.
- e. Wording is proposed to be removed (Section 17.144.060.F) that currently limits the applicability of density bonuses in the case of affordable housing projects that are either built on donated land, or on land required to be dedicated by City ordinance or General Plan policy.
- f. Added a provision titled "Priority for Water and Sewer Services" (Section 17.144.080) stating that the City in certain specific circumstances shall grant

priority for the provision of water and sewer services to affordable housing units.

The Planning Commission on November 18, 2014 recommended approval to the City Council of the proposed changes to the Affordable Housing Chapter of the City Zoning Ordinance. These proposed changes to the Municipal Code is project are deemed to be categorically exempt from the requirements of CEQA.

Mayor Galbraith opened the public hearing for public comment.

A citizen addressed the Council.

Mayor Galbraith closed the public hearing.

Vice Mayor White introduced by title only Ordinance 2015-1 amendments to the City's Zoning Ordinance Section 17.144 (Affordable Housing) incorporating, among other changes, the following key amendments:

- g. "Purpose" (Section 17.144.010); wording is added clarifying that the purpose of this Section of the Code is to encourage the development of housing for all segments to the community, and to provide incentives for affordable housing for very low, low, and moderate income households in the City.
- h. "Definitions" (Section 17.144.020); wording is added to explicitly include senior housing and age restricted mobile home parks as eligible to receive a density bonus,
- i. "Application" (Section 17.144.050); added wording stating that a project that conforms to the requirements of the Municipal Code can qualify for an additional density bonus or a concession if the project includes on-site child care.
- j. Clarifies that a developer may elect to receive a lesser percentage of density bonus than the maximum required, and includes provisions whereby a developer may at their option request a waiver or reduction of City development standards, in addition to a density bonus or other concessions or incentives.
- k. Wording is proposed to be removed (Section 17.144.060.F) that currently limits the applicability of density bonuses in the case of affordable housing projects that are either built on donated land, or on land required to be dedicated by City ordinance or General Plan policy.
- l. Added a provision titled "Priority for Water and Sewer Services" (Section 17.144.080) stating that the City in certain specific circumstances shall grant priority for the provision of water and sewer services to affordable housing units.

The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring, Pitts and Mayor Galbraith

NOES: None

ABSENT: None

16. Consider the first reading of amendments to the City's Zoning St. Helena Municipal Code ("SHMC") Chapter 17: "Zoning" of the City's Municipal Code in order to bring the relevant sections of the City's Zoning Code into compliance with State requirements which includes:

- a. Add the following definitions to the "General Provisions and Definitions" Section 17.04 of the Municipal Code; "Emergency Shelter, Supportive Housing, and Transitional Housing."
- b. Modify the "Agricultural (A-20)" and the "Agricultural Preserve (AP)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, and Agricultural Employee Housing consisting of up to 36 beds/or 12 units.
- c. Modify the "Low Density Residential (LR)", the "Low Density Residential 1 Acre Minimums (LR-1A)", the "Medium Density Residential (MR)", the "High Density Residential (HR)", and the "Woodland and Watershed (WW)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, Agricultural Employee housing for 6 or fewer employees, and allow Single Room Occupancy Housing as a permitted use in the High Density Residential (HR) District.
- d. Modify the "Service Commercial (SC)" Zoning District to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only within a Mixed Use project), and Transitional Housing (limited to upper floors only within a Mixed Use project).
- e. Modify the "Business and Professional Office (BPO)" and the "Central Business (CB) District" to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only) and Transitional Housing (limited to upper floors only).
- f. Modify the "Industrial" (I), "Business and Professional Office (BPO)", and "Service Commercial (SC)" Zoning Districts to allow Emergency Shelters as a Permitted Use.
- g. Add Chapter 17.200 to the Zoning Code providing a procedure to allow for "Reasonable Accommodation" for persons with disabilities seeking equal access to housing under Federal and State fair housing requirements.

The Planning Commission on December 16, 2014, recommended adoption of the proposed amendments.

Mayor Galbraith opened the public hearing for public comment.

David Grabill, Oliver Coldwell and Sandy Erickson addressed the Council.

Mayor Galbraith closed the public hearing.

Vice Mayor White introduced by title only Ordinance 2015-2 amendments to the City's

Zoning St. Helena Municipal Code ("SHMC") Chapter 17: "Zoning" of the City's Municipal Code in order to bring the relevant sections of the City's Zoning Code into compliance with State requirements which includes:

- h. Add the following definitions to the "General Provisions and Definitions" Section 17.04 of the Municipal Code; "Emergency Shelter, Supportive Housing, and Transitional Housing."
- i. Modify the "Agricultural (A-20)" and the "Agricultural Preserve (AP)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, and Agricultural Employee Housing consisting of up to 36 beds/or 12 units.
- j. Modify the "Low Density Residential (LR)", the "Low Density Residential 1 Acre Minimums (LR-1A)", the "Medium Density Residential (MR)", the "High Density Residential (HR)", and the "Woodland and Watershed (WW)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, Agricultural Employee housing for 6 or fewer employees, and allow Single Room Occupancy Housing as a permitted use in the High Density Residential (HR) District.
- k. Modify the "Service Commercial (SC)" Zoning District to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only within a Mixed Use project), and Transitional Housing (limited to upper floors only within a Mixed Use project).
- l. Modify the "Business and Professional Office (BPO)" and the "Central Business (CB) District" to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only) and Transitional Housing (limited to upper floors only).
- m. Modify the "Industrial" (I), "Business and Professional Office (BPO)", and "Service Commercial (SC)" Zoning Districts to allow Emergency Shelters as a Permitted Use.
- n. Add Chapter 17.200 to the Zoning Code providing a procedure to allow for "Reasonable Accommodation" for persons with disabilities seeking equal access to housing under Federal and State fair housing requirements.

And also moved to adopt Resolution 2015-6 Establishing a policy and procedure for granting priority water and sewer services to proposed developments that include affordable housing units. The motion was seconded by Mayor Galbraith and on roll call carried by the following vote:

AYES: Vice Mayor White, Mayor Galbraith and Councilmembers Crull, Dohring and Pitts

NOES: None

ABSENT: None

NEW BUSINESS

17. Consideration of appeal from David and Ellen Deal for their April 14, 2014 water meter read billing in the amount of \$888.24 and a reimbursement for leak detection services for \$345.00 at 2260 Spring Mountain Road

Item 17 is continued to the February 10, 2015 City Council meeting.

18. Consideration of a Resolution 2015-7 per Mayor appointment and Council majority vote appointing one applicant to fulfill the Planning Commission vacancy left by Brian Russell's resignation with the term ending June 30, 2017

Mario Sculatti, Mary Koberstein, Bob Steinhauer, Mark Smithers, Tracy Sweeney, Mark Smithers, Oliver Coldwell and Chuck Vondra addressed the City Council.

A motion was made by Mayor Galbraith to appoint Tracy Sweeney to the Planning Commission to fulfill a vacant term expiring June 30, 2017. The motion was seconded by Councilmember Dohring and a roll call carried by the following vote:

AYES: Mayor Galbraith, Councilmembers Dohring, White, Crull, and Pitts

NOES: None

ABSENT: None

19. 2015 City Council assignments to various City and Napa County Boards and Commissions

Councilmember Crull requested that the Upper Valley Waste Management Board be included on the Council assignment list. Also, have the Upper Valley Waste Management Board agendaized for Council consideration to confirm appointees.

A motion was made by Mayor Galbraith to appoint himself and Councilmember Pitts as primary members to Monrovia, Councilmember Crull as the primary member to Napa Valley Tourism Corporation, Mayor Galbraith as the primary member to Napa County Gang & Youth Violence Commission, Mayor Galbraith and Vice Mayor White as primary members and Councilmember Dohring as the alternate to the Napa County Transportation and Planning Agency and Vice Mayor White as the primary member to the Napa County Watershed Information Center & Conservancy. The motion was seconded by Vice Mayor White and a roll call carried by the following vote:

AYES: Mayor Galbraith, Councilmembers White, Dohring, Crull, and Pitts

NOES: None

ABSENT: None

20. Consideration of Resolution 2015-8 entering into a Contract with Kaizen InfoSource LLC for Records and Information Management services which encompasses \$15,000 to conduct an extensive citywide assessment

Sandy Erickson addressed the City Council.

A motion was made by Councilmember Crull to adopt resolution approving a contract with Kaizen InfoSource LLC for Records and Information Management services. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers Crull, Dohring, Pitts, White and Mayor Galbraith

NOES: None

ABSENT: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 9:10 p.m.

APPROVED:**ATTEST:**

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA
January 27, 2015
5:00 PM CLOSED SESSION
6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting, except for closed session, can be found at www.cityofstheleena.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

Mayor Galbraith called for public comment regarding the Closed Session matters listed. There being none, the Council convened into Closed Session.

2. CLOSED SESSION

- a. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION; Government Code Section 54956.9(d)(1); City of St. Helena v. Upper Valley Disposal Service, Napa County Superior Court No. 26-64875.
- b. Conference with Legal Counsel—Anticipated Litigation; Government Code § 54956.9, subdiv. (d)(2): Significant exposure to litigation (one potential case)

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

The Regular Meeting was reconvened at 6:00 p.m. and City Attorney Thomas B. Brown reported there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Mayor Galbraith called the meeting to order at 6:00 p.m. and the flag was saluted.

5. ROLL CALL

Present: Councilmembers Dohring, Crull, White, Mayor Galbraith
Absent: Councilmember Pitts

6. PUBLIC FORUM:

Bobbi Monnette, Sandy Erickson, Geoff Ellsworth and Daryl Cameron

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

City Manager Jennifer Phillips and Director of Public Works/City Engineer Steven Palmer addressed the City Council.

STAFF BRIEFING:

8. Community Engagement Program/FY 15/16 Budget Survey –
Mari Martinez Serrano, Community Engagement Coordinator

Community Engagement Coordinator Mari Martinez Serrano addressed the Council regarding the FY 15/16 Budget Survey.

CONSENT ITEMS:

Councilmember Dohring requested removal of Items 14 and 15.

9. Consideration of Amendments to Title 3, Chapter 3.20 of the City of St. Helena Municipal Code Relating to Real Property Transfer Tax
CEQA Status: Not a CEQA project
Lead Staff: April Mitts, Finance Director
Recommendation: Approve
10. Consideration of Resolution 2015-9 rejecting Non-Responsive Bid from Bino Construction and Award St. Helena Sewer Main Cleaning and TV Inspection Project 2014 to Coastline Water Resources Inc. in the amount of \$79,777.95
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Lead Staff: Steve Palmer, Director of Public Works
Recommendation: Approve
11. Consideration of resolution 2015-10 Approving Agreement for Consultant Services with Larry Walker Associates for National Pollution Discharge Elimination System (NPDES) Permit Compliance Services in the amount of \$21,570
CEQA Status: Not a CEQA project
Lead Staff: Steve Palmer, Director of Public Works
Recommendation: Approve
12. Consider second reading of Ordinance 2015-1 and adoption of amendments to the City's Zoning Ordinance Section 17.144 (Affordable Housing) incorporating, among other changes, the following key amendments:
- a. "Purpose" (Section 17.144.010); wording is added clarifying that the purpose of this Section of the Code is to encourage the development of housing for all segments to the community, and to provide incentives for affordable housing for very low, low, and moderate income households in the City.
 - b. "Definitions" (Section 17.144.020); wording is added to explicitly include senior housing and age restricted mobile home parks as eligible to receive a density bonus,
 - c. "Application" (Section 17.144.050); added wording stating that a project that conforms to the requirements of the Municipal Code can qualify for an additional density bonus or a concession if the project includes on-site child care.

- d. Clarifies that a developer may elect to receive a lesser percentage of density bonus than the maximum required, and includes provisions whereby a developer may at their option request a waiver or reduction of City development standards, in addition to a density bonus or other concessions or incentives.
- e. Wording is proposed to be removed (Section 17.144.060.F) that currently limits the applicability of density bonuses in the case of affordable housing projects that are either built on donated land, or on land required to be dedicated by City ordinance or General Plan policy.
- f. Added a provision titled "Priority for Water and Sewer Services" (Section 17.144.080) stating that the City in certain specific circumstances shall grant priority for the provision of water and sewer services to affordable housing units.

The Planning Commission on November 18, 2014 recommended approval to the City Council of the proposed changes to the Affordable Housing Chapter of the City Zoning Ordinance. These proposed changes to the Municipal Code is project are deemed to be categorically exempt from the requirements of CEQA.

The City Council introduced this ordinance by waiving the first reading and introducing by title only at their January 13, 2015 City Council meeting.

CEQA Status: Categorically Exempt per Section 15061.b.3

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Waive the second reading and adopt the Ordinance by title only

13. Consider second reading of Ordinance 2015-2 and adoption of amendments to the City's Zoning St. Helena Municipal Code ("SHMC") Chapter 17: "Zoning" of the City's Municipal Code in order to bring the relevant sections of the City's Zoning Code into compliance with State requirements which includes:
 - a. Add the following definitions to the "General Provisions and Definitions" Section 17.04 of the Municipal Code; "Emergency Shelter, Supportive Housing, and Transitional Housing."
 - b. Modify the "Agricultural (A-20)" and the "Agricultural Preserve (AP)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, and Agricultural Employee Housing consisting of up to 36 beds/or 12 units.
 - c. Modify the "Low Density Residential (LR)", the "Low Density Residential 1 Acre Minimums (LR-1A)", the "Medium Density Residential (MR)", the "High Density Residential (HR)", and the "Woodland and Watershed (WW)" Zoning Districts to allow as Permitted Uses the following: Supportive Housing, Transitional Housing, Agricultural Employee housing for 6 or fewer employees, and allow Single Room Occupancy Housing as a permitted use in the High Density Residential (HR) District.
 - d. Modify the "Service Commercial (SC)" Zoning District to allow as Permitted Uses the following: Supportive Housing (limited to upper floors only within a Mixed Use project), and Transitional Housing (limited to upper floors only within a Mixed Use project).
 - e. Modify the "Business and Professional Office (BPO)" and the "Central Business (CB) District" to allow as Permitted Uses the following: Supportive

Housing (limited to upper floors only) and Transitional Housing (limited to upper floors only).

- f. Modify the "Industrial" (I), "Business and Professional Office (BPO)", and "Service Commercial (SC)" Zoning Districts to allow Emergency Shelters as a Permitted Use.
- g. Add Chapter 17.200 to the Zoning Code providing a procedure to allow for "Reasonable Accommodation" for persons with disabilities seeking equal access to housing under Federal and State fair housing requirements.

The Planning Commission on December 16, 2014, recommended adoption of the proposed amendments.

The City Council introduced this ordinance by waiving the first reading and introducing by title only at their January 13, 2015 City Council meeting.

CEQA Status: Categorically Exempt per Section 15061.b.3

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Waive the second reading and adopt the Ordinance by title only

Items 14 and 15 removed

- ~~14. Consideration of a resolution approving a contract in the amount of \$13,600 to retain the Housing/Planning Consultant, Christine O'Rourke, to complete the work necessary to finish the City's 2014-2015 Housing Element Update~~

~~CEQA Status: Not a CEQA project~~

~~Lead Staff: Victor Carniglia, Planning Consultant~~

~~Recommendation: Approve~~

- ~~15. Consideration of Resolution approving an agreement with Vernazza Wolfe Associates, Inc. to conduct a feasibility analysis and comparison of sites for new affordable housing development for a total not to exceed amount of \$45,260 (reimbursable through a \$48,000 Community Development Block Grant)~~

~~CEQA Status: Not a CEQA project~~

~~Lead Staff: Victor Carniglia, Planning Consultant~~

~~Recommendation: Approve~~

16. Consideration of Resolution 2015-11 Setting a Hearing to Approve the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 117 (395 S. Crane Ave. St Helena, CA. APN. 009-350-029-000)

CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment

Lead Staff: Steve Palmer, Director of Public Works

Vice Mayor White moved to approve Consent Items 9-13 and 16. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White, Crull and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

Items Removed from the Consent Calendar:

14. Consideration of a resolution 2015-12 approving a contract in the amount of \$13,600 to retain the Housing/Planning Consultant, Christine O'Rourke, to complete the work necessary to finish the City's 2014-2015 Housing Element Update

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Approve

Sandy Erickson addressed the City Council.

Vice Mayor White moved to approve Consent Item 14. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

15. Consideration of Resolution 2015-13 approving an agreement with Vernazza Wolfe Associates, Inc. to conduct a feasibility analysis and comparison of sites for new affordable housing development for a total not to exceed amount of \$45,260 (reimbursable through a \$48,000 Community Development Block Grant)

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant

Recommendation: Approve

Councilmember Dohring moved to approve Consent Item 15. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers Dohring, Crull, White and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 6:43 p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA
February 10, 2015
5:00 PM CLOSED SESSION
6:00 P.M. REGULAR MEETING**

A complete video recording of this meeting, except for closed session, can be found at www.cityofsthelema.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

Mayor Galbraith called for public comment regarding the Closed Session matters listed. There being none, the Council convened into Closed Session.

2. CLOSED SESSION

- a. Conference with Legal Counsel—Anticipated Litigation;
Government Code § 54956.9, subdiv. (d)(2):
Significant exposure to litigation (one potential case)

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

The Regular Meeting was reconvened at 6:00 p.m. and City Attorney Thomas B. Brown reported there was no reportable action.

4. PLEDGE OF ALLEGIANCE

Mayor Galbraith called the meeting to order at 6:00 p.m. and the flag was saluted.

5. ROLL CALL

Present: Councilmembers Dohring, Pitts, Crull, White, Mayor Galbraith
Absent: None

6. PUBLIC FORUM:

Robert Cobb, Jeff Ellsworth and Pat Dell addressed the City Council.

7. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

Councilmember Crull requested potential community clean-up day and Upper Valley Waste Management as future agenda items.

Mayor Galbraith reported on Congressman Thomson's visit to St. Helena.

CONSENT ITEMS:

Mayor Galbraith requested removal of Item 11.

8. Consideration of a Resolution 2015-14 accepting the Work and Directing the Filing of the Notice of Completion for the St. Helena Wastewater Treatment and Reclamation – CIP No. S60 - Pond 1A Repair Project

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

Lead Staff: Steve Palmer, Director of Public Works

Recommendation: Approve

9. Consideration of Resolution 2015-15 awarding the successful bid and authorizing purchase of a new Utility Truck for the Fire Department from Zumwalt Ford in the amount of \$42,170.27 (Original bid of \$42,596.23 less (-) 1% sales tax of \$425.96)

CEQA Status: Not a CEQA project

Lead Staff: John Sorensen, Fire Chief

Recommendation: Approve

10. Consideration of Resolution 2015-16 Designation of County Health Officer as the City of St. Helena Health Officer

CEQA Status: Not a CEQA project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Approve

Item 11 removed

- ~~11. Contract in the amount of a maximum of \$88,590 to retain the Environmental/Planning Consulting Firm of Urban Planning Partners (UPP) to supplement and update the Environmental Impact Report previously prepared for the proposed Hunter Project, which consists of a Subdivision application for 51 single family residential lots and a 3.4 acre parcel for multiple family site~~

~~CEQA Status: Not a CEQA project~~

~~Lead Staff: Victor Carniglia, Planning Consultant~~

~~Recommendation: Approve~~

Councilmember Pitts moved to approve Consent Items 8-10. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers Pitts, Dohring, White, Crull and Mayor Galbraith

NOES: None

ABSENT: None

Item Removed from the Consent Calendar:

11. Consideration of Resolution 2015-17 for a Contract in the amount of a maximum of \$88,590 to retain the Environmental/Planning Consulting Firm of Urban Planning Partners (UPP) to supplement and update the Environmental Impact Report previously prepared for the proposed Hunter Project, which consists of a Subdivision application for 51 single family residential lots and a 3.4 acre parcel for multiple family site

CEQA Status: Not a CEQA project

Lead Staff: Victor Carniglia, Planning Consultant
Recommendation: Approve

Planning Consultant Victor Carniglia reported on this item.

John Millikan, Bobbie Monnette and Grace Kistner addressed the Council.

Vice Mayor White moved to approve Consent Item 11. The motion was seconded by Mayor Galbraith and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Pitts, Crull and Mayor Galbraith

NOES: None

ABSENT: None

NEW BUSINESS

12. Consideration of Resolution 2015-18 appeal from David and Ellen Deal for their April 14, 2014 water meter read billing in the amount of \$888.24 and a reimbursement for leak detection services for \$345.00 at 2260 Spring Mountain Road

CEQA Status: Not a CEQA project

Lead Staff: April Mitts, Finance Director

David Deal addressed the Council.

Councilmember Crull moved to adopt staff recommendation and deny the appeal from David and Ellen Deal for their April 14, 2014 water meter read billing in the amount of \$888.24 and a reimbursement for leak detection services for \$345.00 at 2260 Spring Mountain Road. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Crull, White, Dohring, Pitts and Mayor Galbraith

NOES: None

ABSENT: None

13. Presentation of the Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR)

CEQA Status: Not a CEQA project

Lead Staff: April Mitts, Finance Director

Finance Director April Mitts provided a presentation to Council regarding the Fiscal Year 2014 Comprehensive Annual Financial Report (CAFR).

Pat Dell addressed the Council.

14. Consideration of 2015 City Council assignments to Monrovia and the Upper Valley Waste Management Board

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

A motion was made by Vice Mayor White confirming the primary member to Monrovia is Mayor Galbraith and adding Councilmember Dohring as the alternate and the primary member to Upper Valley Waste Management Board is Councilmember Crull and the alternate will be Councilmember Dohring. The motion was seconded by Councilmember Crull and a roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring, Pitts and Mayor Galbraith

NOES: None

ABSENT: None

Councilmember Crull left the Council meeting at 7:30 pm.

15. Review of Pavement Management Program Report

CEQA Status: Not a CEQA project

Lead Staff: Steven Palmer, Director of Public Works

Director of Public Works Steven Palmer provided a presentation to Council regarding the pavement management program.

Sandy Erickson and Tracy Sweeney addressed the Council.

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 7:44 p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

**REGULAR MEETING
ST. HELENA CITY COUNCIL
CITY HALL, CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA
February 24, 2015
4:00 PM HOUSING ELEMENT STUDY SESSION
6:00 P.M. REGULAR MEETING
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA**

A complete video recording of this meeting, except for closed session, can be found at www.cityofsthelena.org or by calling the City Clerk at (707) 967-2792. The City Council video is the official record of the Council meeting.

1. PLEDGE OF ALLEGIANCE

Mayor Galbraith called the meeting to order at 4:15 p.m. and the flag was saluted.

2. ROLL CALL

Present: Councilmembers Dohring, Pitts, White, Mayor Galbraith

Absent: Crull

3. PUBLIC COMMENTS PERTAINING TO THE STUDY SESSION

STUDY SESSION

4. Study Session to review and provide comments and direction concerning the State required periodic Update to the City's Housing Element, consisting of an update to the City's "Housing Needs Assessment", and an Update to the "Goals and Policies" Document containing the "Eight Year Action Plan"

Councilmember Crull arrived to the dais at 4:25 pm.

Planning Consultant Victor Carniglia provided a brief staff report.

Housing Element Consultant Christine O'Rourke addressed the Council and provided a presentation regarding the Draft Housing Element update.

Mayor Galbraith called for public comments regarding the Study Session.

Steve Golfarb, citizen, David Grabill, Dave Savidge and Mary Stephenson addressed the Council.

Council discussed the Draft Housing Element update and round table discussion ensued.

Councilmember White moved to adopt resolution 2015-78 directing City staff to submit the

City's updated Housing Element for the time period 2015-2023 to the State of California Department of Housing and Community Development (HCD) for review and comment. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Pitts, Dohring, Mayor Galbraith

NOES: None

ABSENT: None

5. PUBLIC FORUM:

Daryl Cameron addressed the Council.

6. REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:

City Manager Jennifer Phillips announced the upcoming Goal Setting meeting. Councilmember Dohring also commented in regards to the upcoming Goal Setting meeting. Mayor Galbraith reported on his recent attendance to a NCTPA Board meeting.

PRESENTATIONS AND PUBLIC RECOGNITIONS

7. Proclamation - Supporting the Permanent Protection of the Berryessa Snow Mountain Region as a National Monument
8. Proclamation - Proclaiming March 30, 2015 to be Franco-American Friendship Day in Recognition of our Young Citizens' Visit to Bergerac, France
9. Presentation – St. Helena Chamber of Commerce annual update by Pam Simpson, CEO/President

Chamber CEO/President Pam Simpson provided the Council with a presentation.

Sandy Erickson and a citizen addressed the Council.

STAFF BRIEFING:

10. Community Engagement Program/FY 15/16 Budget Survey Results –
Mari Martinez Serrano, Community Engagement Coordinator

Community Engagement Coordinator Mari Martinez Serrano addressed the Council regarding the FY 15/16 Budget Survey.

CONSENT ITEMS:

11. Consideration of resolution 2015-19 approving the use of the Fire Station parking lot for Earth Day activities by the St. Helena Chamber of Commerce and waive the Encroachment Permit fee in the amount of \$200.00
CEQA Status: Not a CEQA project
Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

12. Recommendation to the Napa County Board of Supervisors that St. Helena resident Jeannie Kerr be reappointed to the Napa County Local Food Advisory Council

CEQA Status: Not a CEQA project

Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

13. Consideration of a resolution 2015-20 approving an Agreement for Consulting Services with Coastland Civil Engineering Inc. in the amount of \$17,110 for design of the Charter Oak Avenue at Highway 29, Emergency Sewer Repair

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

Lead Staff: Steven Palmer, Director of Public Works

Recommendation: Approve

14. Consideration of resolution 2015-21 approving a waiver of a tent fee in the amount of \$477 for the St. Helena Volunteer Firefighter Association's Lobster Feed fundraiser event to be held on March 28, 2015

CEQA Status: Not a CEQA project

Lead Staff: Jim Kerrigan, Building Permit Tech

Recommendation: Approve

No public comment received.

Vice Mayor White moved to approve Consent Items 11-14. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Crull, Dohring, Pitts and Mayor Galbraith

NOES: None

ABSENT: None

NEW BUSINESS

15. 2015-2025 Long Range Financial Forecast

CEQA Status: Not a CEQA project

Lead Staff: Jennifer Phillips, City Manager

City Manager Jennifer Phillips provided a 2015-2025 Long Range Financial Forecast presentation.

Sandy Erickson and Mary Stephenson addressed the City Council.

16. Consideration of Resolution 2015-22 approving mid-year budget adjustments for the General Fund FY 2014-15

CEQA Status: Not a CEQA project

Lead Staff: April Mitts, Finance Director

No public comment received.

Councilmember Pitts moved to approve a resolution approving mid-year budget adjustments for the General Fund FY 2014-15. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers Pitts, Crull, Dohring, White and Mayor Galbraith

NOES: None

ABSENT: None

17. Discussion for future Recreation Department oversight of the Harvest Festival and 4th of July Fireworks

CEQA Status: Not a CEQA project

Lead Staff: Haidi Arias, Recreation Director

Matthew Heil addressed the Council.

Vice Mayor White moved to approve the Recreation Department's oversight of the Harvest Festival and community 4th of July Fireworks. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Pitts, Crull and Mayor Galbraith

NOES: None

ABSENT: None

18. Consideration of Introduction, Waive First Reading, and introduce by Title Only an Ordinance to Amend Chapter 13.32 Stormwater and Runoff Pollution Control of the St Helena Municipal Code to fulfill provisions E.6.A, E.10.C, E.12.G, and E.12.J of the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, NPDES General permit No. CAS000004

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

Lead Staff: Steven Palmer, Director of Public Works

No public comment received.

Vice Mayor White moved to introduce by title only and waive the first reading of an ordinance to Amend Chapter 13.32 Stormwater and Runoff Pollution Control of the St Helena Municipal Code to fulfill provisions E.6.A, E.10.C, E.12.G, and E.12.J of the State Water Resources Control Board Water Quality Order No. 2013-0001-DWQ, NPDES General permit No. CAS000004. The motion was seconded by Councilmember Pitts and on roll call carried by the following vote:

AYES: Councilmembers White, Pitts, Dohring, Crull and Mayor Galbraith

NOES: None

ABSENT: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 8:15p.m.

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

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

Agenda Section: Consent Calendar

Subject: Resolution approving First Amendment to the Professional Services Agreement with Coastland Civil Engineering Inc. in the amount of \$10,000.00 for Engineering Services for a total amount not to exceed \$20,000.00

CEQA Status: Not a CEQA Project

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

City staff requires assistance from consulting engineers to provide development review and capital project management assistance. This approach provides flexibility that allows Staff to adjust to the variation in development review workload that can occur on a weekly basis. Coastland Civil Engineering, Inc. currently has a Professional Services Agreement to provide these services, and that agreement will reach its' maximum contract amount prior to July 28, 2015.

DISCUSSION

Staff has issued a formal Request for Qualifications (RFQ) for Master Professional Services Agreements (MPSA) which includes engineering, traffic engineering, environmental review, and inspection services. Due to the large volume of proposals received, the selection of consultants from the formal RFQ is not yet complete. This First Amendment to the Professional Services Agreement is a short term solution intended to provide needed services until the selection from the formal RFQ is complete.

This professional services agreement was procured by negotiation with Coastland Civil Engineering, Inc., as required by the City's purchasing ordinance. A formal Request for Proposal (RFP) process is not required for this work, and a formal RFP process was not implemented. Coastland Civil Engineering, Inc. has demonstrated a level of experience, competence, and staffing necessary for performance of these services.

The action is not a California Environmental Quality Act Project.

FISCAL IMPACT

This project will be funded by \$4,000.00 from the General Fund (101-5000-2130), \$3,000.00 from Water Fund (561-5000-2130), and \$3,000.00 from Wastewater Fund (571-5000-2130).

Since this work will primarily be related to processing development review and permit applications, it is anticipated plan check fees will recuperate some of the costs.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt the attached resolution, authorizing the City Manager to execute a First Amendment to the Professional Services Agreement with Coastland Civil Engineering Inc. in the amount of \$10,000.00 for Engineering Services for a total amount not to exceed \$20,000.00.

ATTACHMENTS

1. Resolution
2. First Amendment to the Professional Services Agreement
3. Professional Services Agreement

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. _____

APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEERING INC. IN THE AMOUNT OF \$10,000 FOR ENGINEERING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED \$20,000

RECITALS

- A. The City requires engineering services in order to provide efficient and responsive development review; and
- B. The City Engineer requested and Coastland Civil Engineering Inc. responded with a proposal for engineering services; and
- C. The City Engineer has reviewed and evaluated the proposal received and otherwise confirmed Coastland Civil Engineering Inc. has the skills, experience and qualifications to provide the desired services; and
- D. The attached agreement establishes the terms and conditions under which Coastland Civil Engineering Inc. will provide the necessary services; and
- E. The City Attorney has reviewed and approved the agreement; and
- F. The agreement will be funded through \$4,000 from the General Fund (101-5000-2130), \$3,000 from the Water Fund (561-5000-2130), and \$3,000 from the Wastewater Fund (571-5000-2130).

RESOLUTION

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

- 1. Approve First Amendment to the Professional Services Agreement with Coastland Civil Engineering, Inc.
- 2. The City Manager is authorized to execute the First Amendment to the Professional Services Agreement with Coastland Civil Engineering, Inc. in the amount of \$10,000 for Engineering Services for a total amount not to exceed \$20,000.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Alan Galbraith
Mayor

ATTEST:

Cindy Black
City Clerk

**FIRST AMENDMENT
TO THE PROFESSIONAL SERVICES AGREEMENT WITH COASTLAND CIVIL ENGINEER,
INC. IN THE AMOUNT OF \$10,000 FOR ENGINEERING SERVICES FOR A TOTAL AMOUNT
NOT TO EXCEED \$20,000**

This First Amendment to Professional Services Agreement dated March 31, 2015 ("Agreement") is made as of this 28th day of July, 2015, by and between the City of St. Helena, a municipal corporation ("City"), and Coastland Civil Engineering, Inc. ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide Engineering Services.
- B. Consultant has been serving satisfactorily under the terms of the Agreement.
- C. City and Consultant now desire to amend the Agreement for the purpose of continuing the services and increasing the total compensation payable to Consultant.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4. Compensation and Method of Payment

Section 4.A is amended to increase the total compensation payable to Consultant under the Agreement by \$10,000.00 to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, attached hereto and made a part hereof. Total compensation shall not exceed \$20,000.00, unless additional compensation is approved in accordance with Section 2."

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:
COASTLAND CIVIL ENGINEERING, INC.
Signatures of Authorized Persons:

CITY OF ST. HELENA
a Municipal Corporation

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on 3/31, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Coastland Civil Engineering (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **Engineering Services**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or Exhibit A, 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.

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, attached hereto and made a part hereof. Total compensation shall not exceed **\$10,000.00** unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the services performed and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original

invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the Agreement price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. Minimum Scope of Insurance. Coverage shall be at least as broad as:
1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as

set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF SERVICES

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: John Wanger
Coastland
1400 Neotomas Avenue
Santa Rosa, California 95405

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By:

Name:

Title:

 
Name: John L. Wang Joseph W. Machado
Title: CEO V.P.

By:

Name: Jennifer Phillips

Title: City Manager

Approved as to Form:

By:

Name: Thomas B. Brown

Title: City Attorney

Exhibit A

Staff Augmentation Services

Coastland will assign an Assistant Engineer to provide engineering assistance in the form of development plan check, storm water program management and capital project management. Our engineer will maintain a regular part-time presence at the City one day a week (anticipated 8-10 hours per week.) When our engineer isn't at City offices, he will be available on-call via Coastland email and phone. He will be assisted on an as-needed basis by our engineering staff with specific knowledge of municipal operations, development review and capital project design and construction.

Fee

Coastland will perform engineering assistance for the City of St. Helena on a time and materials basis in accordance with our Schedule of Hourly rates (see attached.) Clark Stauffer will be billed at \$115/hr. It is our understanding that the initial contract amount should not exceed \$10,000. Based on this not-to-exceed amount, our services on a one day per week basis should provide you with 10 to 11 weeks of service. If the City decides to amend the overall contract amount to extend our services, we would be more than happy to continue to serve the City. If additional personnel is needed, they will be billed at our standard hourly rates. The City will not be charged travel time for regularly scheduled in-house support.



Coastland

Co. Engineering - Construction Management - Building Dept. Services

SCHEDULE OF HOURLY RATES

July 01, 2014 through June 30, 2015

PROFESSIONAL SERVICES

Principal Engineer	\$170-190/hour
Supervising Engineer	\$150-170/hour
Senior Engineer	\$130-150/hour
Associate Engineer	\$115-130/hour
Assistant Engineer	\$90-115/hour
Junior Engineer	\$90-110/hour
Principal Designer	\$130-140/hour
Engineering Assistant	\$100-130/hour
Senior Engineering Technician	\$110-125/hour
Engineering Technician	\$95-110/hour
Engineering Aide	\$80-90/hour
Resident Engineer	\$135-160/hour
Construction Manager	\$130-145/hour
Construction Inspector*	\$105-120/hour
Construction Administrator	\$70-80/hour
Building Official	\$135-155/hour
Building Plan Check Engineer	\$135-155/hour
Plans Examiner	\$95-125/hour
Building Inspector	\$90-110/hour
Building Technician	\$70-80/hour

CLERICAL	\$70-80/hour
VEHICLE	\$12-15/hour
MILEAGE	\$0.65/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- Consultation in connection with litigation and court appearances will be quoted separately.
- Additional billing classifications may be added to the above listing during the year as new positions are created.
- Includes services subject to prevailing wage rates.
- ** Mileage rates are subject to change based on fuel cost increases



Christina Cook

From: Cindy Black
Sent: Tuesday, April 14, 2015 10:51 AM
To: Christina Cook
Subject: FW: Scan from a Xerox WorkCentre

Thank you,

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

General Office 707-967-2792
Direct 707-968-2742 | Fax 707-963-7748
cityclerk@cityofsthelena.org
www.cityofsthelena.org

-----Original Message-----

From: Mark Ferguson [<mailto:mferguson@remif.com>]
Sent: Tuesday, April 14, 2015 9:29 AM
To: Admin
Subject: RE: Scan from a Xerox WorkCentre

It appears that Coastland has sufficient insurance coverage for this project.

Mark Ferguson
REMIF
General Manager
707-938-2388 ex 12

-----Original Message-----

From: Admin [<mailto:Admin@cityofsthelena.org>]
Sent: Tuesday, April 14, 2015 9:02 AM
To: Christina Cook
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Attachment File Type: PDF

WorkCentre Location: machine location not set Device Name: frontdeskcopier

For more information on Xerox products and solutions, please visit <http://www.xerox.com>

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2014

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 Dealey, Renton & Associates P. O. Box 12675 Oakland, CA 94604-2675 510 465-3090 Stefanie Nardelli		CONTACT NAME: Stefanie Nardelli PHONE: A/C No. Ext: 510 465-3090 E-MAIL: DD-ESS: FAX: A/C No: 510 452-2193															
INSURED Coastland Civil Engineering, Inc. 1400 Neotomas Avenue Santa Rosa, CA 95405		INSURER S: AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Sentinel Insurance Co. LTD</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Accident & Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Sentinel Insurance Co. LTD	11000	INSURER B: Hartford Accident & Indemnity	22357	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:	
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INSURER C: XL Specialty Insurance Co.	37885																
INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED 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 CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GENTL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PROJECT ☐ LOC AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X X	57SBWBG9489	09/01/2014	09/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS CMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	X X	57SBWBG9489	09/01/2014	09/01/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	57WEGGG8117	09/01/2014	09/01/2015	☒ WC STATUS- TORY LIMITS ☐ OTH ER E L EACH ACCIDENT \$1,000,000 E L DISEASE EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9717618	09/01/2014	09/01/2015	\$1,000,000 per Claim \$2,000,000 Annl Aggr.

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

GENERAL LIABILITY POLICY EXCLUDES CLAIMS ARISING OUT OF THE PERFORMANCE OF PROFESSIONAL SERVICES.
 GENERAL LIABILITY/AUTOMOBILE LIABILITY ADDITIONAL INSURED: City of St Helena

CERTIFICATE HOLDER

CANCELLATION

City of St Helena
 1480 Main Street
 Saint Helena, CA 94574-0000

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stefanie Nardelli, CPCU

Insured: Coastland Civil Engineering, Inc.
Insurer: Sentinel Insurance Co. LTD
Policy Number: 57SBWBG9489
Policy Effective Date: 09/01/2014
Additional Insured:
City of St. Helena

EXCERPTS FROM: Hartford Form SS 00 08 04 05

BUSINESS LIABILITY COVERAGE FORM

C. WHO IS AN INSURED

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit. A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard, but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard."

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including: inspection, or engineering

E.5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

E.7.b.(7).(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

E.8.b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

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

Agenda Section: Consent Calendar

Subject: Approve Resolution Finding an Exemption from CEQA; Approving and Adopting the Project Manual; and Authorizing the Bid Request for Charter Oak Avenue and Highway 29 Sewer Repair

CEQA Status: Categorically Exempt Section 15301

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

Approved By: Jennifer Phillips, City Manager

BACKGROUND

This contract will replace failing sewer main on State Route 29 (Main Street) at Charter Oak Avenue in advance of the Caltrans' State Route 29 channelization and overlay project.

During routine cleaning and inspection, City crews found portions of the sewer main missing with only bay mud backfill acting as the conduit for waste water collection at one location in the pipe. A Caltrans Encroachment permit to repair the City sewer main within the State right of way was in process since April 23, 2015 and was approved by the State on July 1, 2015 which allows the City to now move forward with the bidding process.

DISCUSSION

This project, although small in size, is complicated and difficult to build. The project will take place within heavy traffic on State Route 29 (Main Street); will require that the sewer main be installed by jack and bore method under the Wine Train Railroad, a six inch high pressure gas transmission line, and a bank of telephone conduits. In addition, it is important that the project be completed before Caltrans mobilizes to this location with their channelization and overlay project.

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

FISCAL IMPACT

Capital Improvement Project S-16 Miscellaneous Maintenance Projects budgeted \$35,000 in Fiscal Year 2015/2016 for sewer repair projects. The current engineer's estimate for this repair project is \$152,000, so a budget adjustment will be needed in order to complete the project. Funding is available from the wastewater unrestricted net position to fund the current estimated shortfall. The estimated wastewater unrestricted net position on June 30, 2016 is \$651,053.

A budget adjustment will be presented to City Council for consideration at the time the construction contract is awarded. The construction contract will not be awarded without the necessary budget adjustment to complete construction.

RECOMMENDED ACTION

Adopt the attached resolution finding an exemption from CEQA; approving and adopting the Project Manual; and authorizing the bid request for Charter Oak Avenue and Highway 29 Sewer Repair.

ATTACHMENTS

1. Resolution
2. Specifications may be viewed online at www.blueprintexpress.com/sthelenahighway29sewerrepair

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

FINDING THE PROJECT EXEMPT FROM CEQA; APPROVING AND ADOPTING THE PROJECT MANUAL; AND AUTHORIZING THE BID REQUEST FOR CHARTER OAK AVENUE AND HIGHWAY 29 SEWER REPAIR

- A. The City of St. Helena is responsible for maintenance of City owned sewers mains within Highway 29; and
- B. The sewer main within Highway 29 and Charter Oak Avenue requires immediate repair; and
- C. Caltrans has a project to perform channelization and overlay in the vicinity of said repair.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and
- 2. The Project Manual, available online and for viewing at City Hall, 1480 Main Street, is hereby approved; and
- 3. The City Engineer is authorized to solicit bids for the subject project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

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Report to the City Council
Council Meeting July 28, 2015

Agenda Section: Consent

Subject: Resolution Setting a Hearing to Approve the Annexation of Territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Ave. St Helena, CA. APN. 009-010-014).

CEQA Status
or Action: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

David Moody, the owner of 609 McCorkle Ave, Napa County Assessor Parcel Number (APN) 009-010-014, has applied to be annexed into the St. Helena Municipal Sewer District No. 1. A location map for the property is shown in Attachment 1. City Council approval of the connection is the formal administrative process to change the property's tax rate area code from septic to sanitary sewer for tax purposes.

DISCUSSION

The property is currently on a septic system and on May 19, 2015 received Planning Commission approval for a Demolition Permit and Design Review to (1) remodel and add on to the existing residence, and (2) demolish and reconstruct the existing guest house and garage. It is City policy that residential properties be connected to City sewer and, as a condition of approval of that Project the Applicant is required to connect to the City sewer. In addition the Applicant is responsible for: (1) extending the City sewer to their southern property line, and (2) paying fees for annexation, connection, and sewer impact. The sewer impact fee will be paid prior to the physical hook-up and is calculated on the livable area currently on file with the Napa County Assessor's office. At the time of connection to the City sewer, the existing septic system will be destroyed in accordance with Napa County Department of Environmental Management guidelines.

This resolution is the first step of the process to annex the property. The resolution requires a vote of at least two-thirds of all the members of the City Council (at least four affirmative votes). (Health & Saf. Code § 4643.)

The next step will be to notice and hold a public hearing for objections, if any, from persons interested in the proposed annexation during a regularly scheduled City Council meeting (September 8, 2015) and to consider a second resolution for annexation (which will also require at least four affirmative votes). (Health & Saf. Code §§ 4645-47.)

If the City Council approves the second resolution, City staff will then process the annexation with Napa County and the State Board of Equalization to change the tax rate area code for the property. Staff will work with the applicant to obtain required encroachment and sewer connection permits.

FISCAL IMPACT

The Applicant is responsible to extend the City sewer along their property frontage, and pay annexation, connection, and impact fees.

RECOMMENDED ACTION

Adopt Resolution Setting a Hearing to Approve the Annexation of Territory to the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Ave. St Helena, CA. APN. 009-010-014).

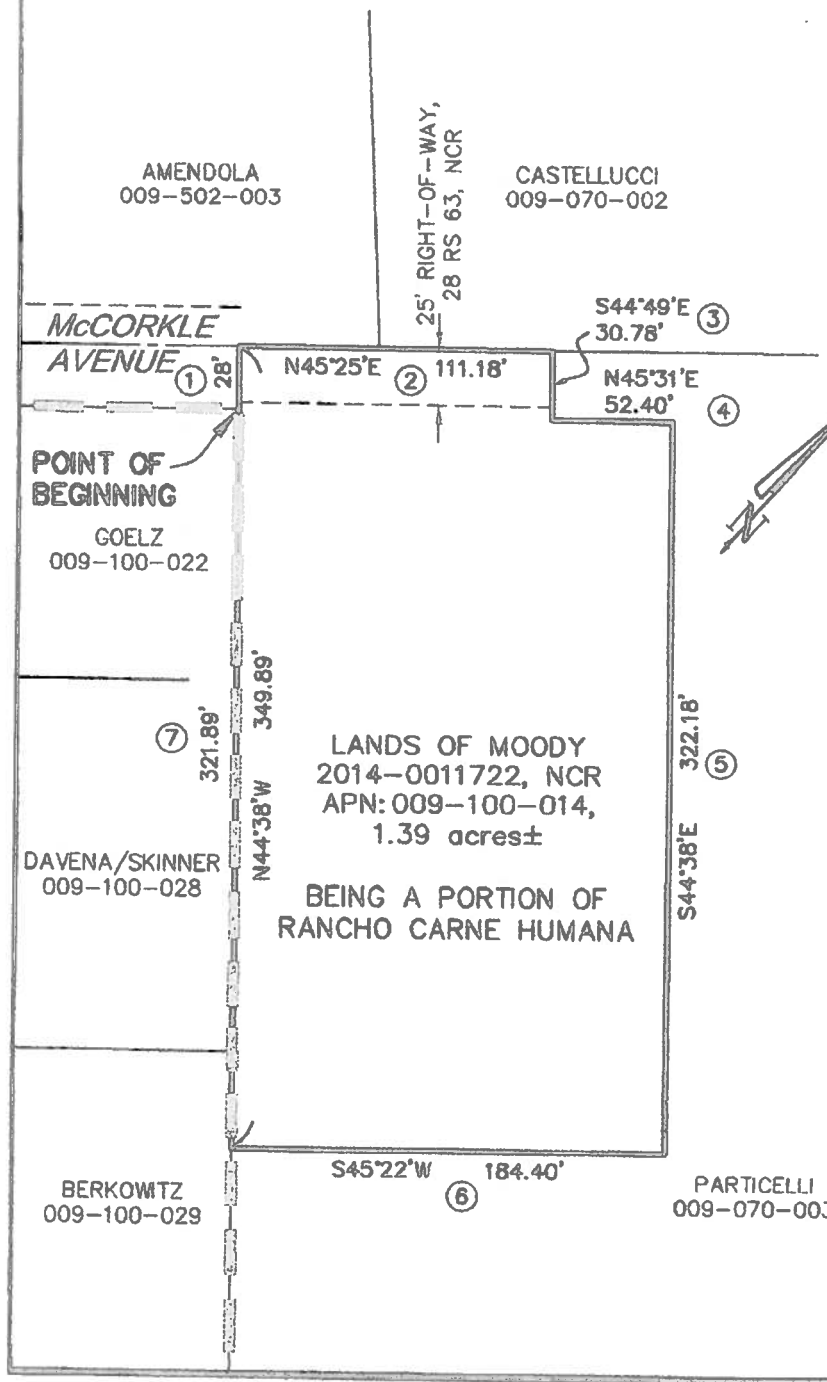
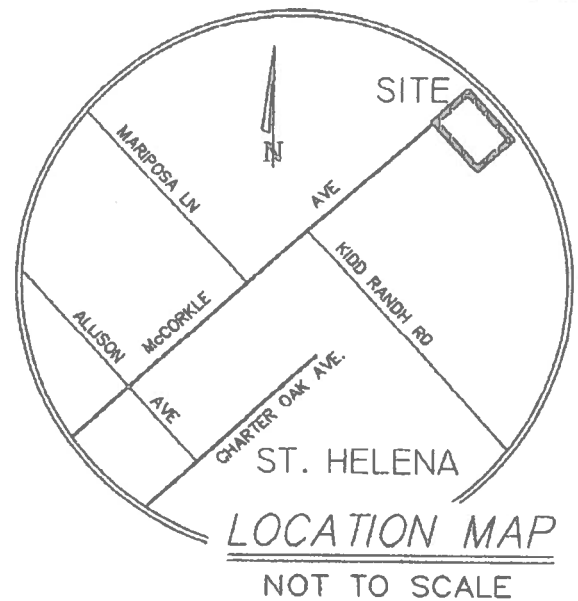
ATTACHMENTS

1. Location Map
2. Resolution

MAP OF ANNEXATION TO CITY OF ST. HELENA

FOR THE LANDS OF
MOODY

City of Saint Helena, County of Napa,
CALIFORNIA
JUNE, 2015



LEGEND

NCR	NAPA COUNTY RECORDS
OR	OFFICIAL RECORDS
	PROPOSED ANNEXATION BOUNDARY
	EXISTING SEWER DISTRICT BOUNDARY
	AREA TO BE ANNEXED
①	COURSE NUMBER

PREPARED BY
NEW ALBION SURVEYS INC.



JUNE, 2015

SHEET 1 OF 1
c3d PROJ 3532
3532-01 ANEX.dwg

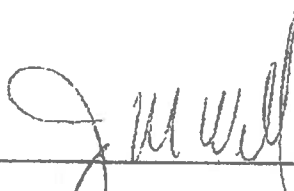
ANNEXATION DESCRIPTION

All that real property situated in the City of Saint Helena, County of Napa, State of California, being a portion of Rancho Carne Humana, and described in that certain Grant Deed recorded June 12, 2014 filed under Document Number 2014-0011722 in the office of the Recorder of said Napa County, being more particularly described as follows:

BEGINNING at the corner of the Existing Sewer District Boundary where southeasterly right of way line of McCorkle Avenue intersects the southwest line of said real property (2014-0011722); thence

- 1) northwesterly along said southwest line North 44°38' West 28 feet to approximate centerline of said McCorkle Avenue, thence
- 2) along said centerline North 45°25' 111.18 feet, thence
- 3) leaving said centerline South 44°49' East 30.78 feet, thence
- 4) North 45°31' East 52.40 feet, thence
- 5) South 44°38' East 322.18 feet, thence
- 6) South 45°22' West 184.40 feet to a point on said Existing Sewer District Boundary and thence
- 7) along said Existing Sewer District Boundary North 44°38' West 321.89 feet to the **POINT OF BEGINNING** of this description.

Containing 1.39 acres, more or less



Jon M. Webb
Professional Land Surveyor No. 6709
License Renewal: June 30, 2016



CITY OF ST. HELENA RESOLUTION NO. 2015-

**SETTING A HEARING TO APPROVE THE ANNEXATION OF
TERRITORY INTO THE ST. HELENA MUNICIPAL SEWER DISTRICT
NO. 1**

MSD ANNEXATION NO. 118

609 McCorkle Ave. St Helena, CA. APN. 009-010-014

RECITALS

- A. The property at 609 McCorkle Avenue, St Helena, California, APN. 009-010-014 will benefit from annexation into the St. Helena Municipal Sewer District No. 1; and
- B. The owners of 609 McCorkle Avenue have requested annexation into the St. Helena Municipal Sewer District No. 1; and
- C. The legal description and boundary for the territory to be annexed is described in the attached Exhibit A – Annexation Description; and
- D. All annexation fees have been paid.

RESOLUTION

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

- 1. The territory described in the attached Exhibit A – Annexation Description, commonly known as 609 McCorkle Avenue, St. Helena, CA, APN. 009-010-014, is hereby ordered annexed; and
- 2. A hearing for objections, if any, by any person interested in the proposed annexation shall be held during the regular meeting of the City Council at 6:00 on September 8, 2015.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 2015
by the following vote (at least four affirmative votes required):

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Alan Galbraith
Mayor

ATTEST:

Cindy Black
City Clerk



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

Agenda Section: Consent Calendar

Subject: Resolution approving Second Amendment to Agreement for Consultant Services with Consolidated CM for Construction Management and Inspection Services in the amount of \$6,775.45 for a total contract amount of \$360,331.70 for Water Tank 1A Construction Project W-83

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

In 2009, the California Department of Public Health (CDPH) expressed concerns about the viability of Water Storage Tank 1 due to severe corrosion. In the 2011 annual inspection, CDPH issued a mandate that Tank 1 be re-coated and/or rebuilt by September 2014.

Operationally it is difficult and expensive to take Tank 1 off-line to rehabilitate it and still produce water within current health standards. In addition, the structural elements of Tank 1 were found to be corroded to such a point that repairing these structural elements was not feasible and that they would have to be replaced. The combination of the cost of operating the system without Tank 1 and replacing the corroded structural elements made the construction of a new tank (Tank 1A) the least expensive option to comply with the CDPH directive.

On August 14, 2012 the City Council Awarded a Construction Contract to Preload Inc. for the construction of Tank 1A for a total contract amount of \$1,487,320.

On November 13, 2012 the City and Consolidated CM entered into an Agreement for Tank 1A Construction Management and Inspection Services for a total contact amount not to exceed \$177,432.

On November 25, 2014 the City and Consolidated CM amended the Agreement for Tank 1A Construction Management and Inspection Services by \$176,204 for a total contact amount not to exceed \$353,456.25.

DISCUSSION

Construction Management and Inspection Services for the Tank 1A Project continued beyond the previous Amendment No. 1 Scope date of January 2015 due to the extended final completion activities of the Contractor, Preload Construction Inc. The continued services provided by Consolidated included: (1) additional inspections in February, March, and April of 2015 for the final Punch List and (2) Completion Activities and Construction Management Services in producing and participating in the negotiations of the back charges to Preload covering the cost of continued inspections and Construction Management activities through the completion period in 2015.

These additional costs for Construction Management and Inspection Services beyond Amendment No. 1 are \$6,775.45 for a final total contract amount of \$360,331.70.

On June 9, 2015 the City and Preload entered into Contract Change Order 4 (Final) that reduced the amount of Preload's contract by \$249,083. This deductive Change Order compensated the City for consultant construction management, inspection, and engineering cost associated with Preload's delay of 260 working days in completing the construction of Tank 1A. Fees associated with Amendments 1 and 2 of the Consolidated CM agreement and other costs relating to the construction management and inspection of Tank 1A are included in the deductive Contract Change Order 4.

FISCAL IMPACT

This Second Amendment will be funded by \$6,775.45 from the fiscal year 2014/2015 budget for Capital Improvement Project W-83, Water Tank 1A Construction Project.

Due to Contract Change Order 4 (Final) to the construction contract with Preload, which reduced Preload's contract amount by \$249,083 to \$1,245,864.26, Amendment No. 2 with Consolidated CM will not increase the Project budget.

The Project expenditure summary is provided in the table below.

Description	Amount
Preliminary engineering and design	\$ 132,872.99
Construction management/inspection	\$ 502,598.20
Original Contract	\$1,467,320.00
Contract Change Orders	\$ (221,755.74)
Total	\$1,881,035.45

The total Project CIP cost of \$1,881,035.45 is within the current project budget, and there is no need for budget adjustments.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena adopt a resolution authorizing the City Manager to execute the Second Amendment to the Agreement for Consulting Services with Consolidated CM for Construction Management and Inspection Services in the amount of \$6,775.45 for a total contract amount of \$360,331.70 for Water Tank 1A Construction Project W-83.

ATTACHMENTS

1. Resolution
2. Amendment No. 2

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

APPROVING SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES WITH CONSOLIDATED CM FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES OF THE WATER STORAGE TANK 1A CONSTRUCTION PROJECT W-83

- A. On August 14, 2012, City Council adopted Resolution No. 2012-65 approving contract to the lowest responsive and responsible bidder, Preload Inc., for the bid amount of \$1,487,320; and
- B. On November 13, 2012 the City entered into an Agreement with Consolidated CM for Tank 1A Construction Management and Inspection Services for a total contact amount not to exceed \$177,432; and
- C. On November 25, 2014 the City and Consolidated CM amended the Agreement for Tank 1A Construction Management and Inspection Services by \$176,204 for a total contact amount not to exceed \$353,456.25.

RESOLUTION

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

The Second Amendment to the Agreement for Consultant Services with Consolidated CM for Construction Management and Inspection Services of the Water Storage Tank 1A Construction Project W-83 increasing the contract amount by \$6,775.45 to \$360,331.70 is approved.

Approved at a Regular Meeting of the St. Helena City Council on (date), by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

**SECOND AMENDMENT
TO AGREEMENT FOR CONSULTANT SERVICES
WITH CONSOLIDATED CM FOR CONSTRUCTION MANAGEMENT AND INSPECTION
SERVICES FOR THE CONSTRUCTION OF WATER TANK 1A PROJECT W-83**

This Second Amendment to Agreement for Consultant Services dated November 13, 2012 ("Agreement") is made as of this 28th day of July, 2015, by and between the City of St. Helena, a municipal corporation ("City"), and Consolidated CM ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide Construction Management and Inspection Services.
- B. Completion of Construction Management and Inspection Services by Consultant under the Agreement was complicated by factors beyond their control and took longer than anticipated, due to the work performed by the construction project contractor for the subject water storage facilities not being completed by the deadline.
- C. City and Consultant now desire to amend the Agreement for the purpose of extending the construction time from 180 working days to 507 working days and increasing the total compensation payable to Consultant.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, for good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 1. Basic Services

Exhibit A to the Agreement is replaced by Exhibit A-2 to this Second Amendment to Agreement for Consultant Services dated November 13, 2012.

2. Section 4. Compensation and Method of Payment

Section 4.A is amended to increase the total compensation payable to Consultant under the Agreement by \$6,775.45 to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A-2, "Scope of Services," attached hereto and made a part hereof. Total compensation shall not exceed \$360,331.70, unless additional compensation is approved in accordance with Section 2."

All other terms of the Agreement shall remain in full force and effect.

Entered as of the day and year first above stated.

CONSULTANT:

CITY OF ST. HELENA
a Municipal Corporation

CONSOLIDATED CM

Signatures of Authorized Persons:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachment: Exhibit A-2 - Scope of Services

EXHIBIT A-2 SCOPE OF SERVICES

Construction Management and Inspection Services for the Tank 1A Project continued beyond the previous Amendment No. 1 Scope date of January 2015 due to the extended final completion activities of the Contractor, Preload Construction Inc. The continued services provided by Consolidated included additional inspection in February, March, and April for the final Punch List and Completion Activities and CM Services in producing and participating in the negotiations of the back charges to Preload covering the cost of continued inspections and CM activities for all of 2014 and through the completion period in 2015.

The final costs for Construction Management and Inspection Services beyond Amendment No. 1 is \$6,775.45 for a total contract amount of \$360,331.70.

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

Agenda Section: Consent Calendar

Subject: Resolution approving extension of License Agreement #14WBR0004N between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the Placement of a Precipitation Radar and Gauge at the Louis Stralla Water Treatment Plant

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

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

A handwritten signature in blue ink, appearing to be "SP", is located to the right of the "Prepared By" text.

Approved By: April Mitts, Finance Director/Acting City Manager

A handwritten signature in blue ink, appearing to be "AM", is located to the right of the "Approved By" text.

BACKGROUND

During the period from February 2012 to April 2013, NOAA operated a precipitation monitoring site (gauge) at the Louis Stralla Water Treatment Plant (LSWTP) at a no-cost site license, but did compensate the City of St. Helena for electrical usage.

In 2014, NOAA partnered with the California Department of Water Resources to deploy ten precipitation radars throughout the State of California to provide flood forecasting data and determined that LSWTP would work well for this purpose. NOAA contacted staff to make formal term arrangements for the placement of the additional equipment at the same location as the gauge. The additional equipment would utilize approximately 250 square feet of space and data collection would continue for five to ten years.

On May 14, 2014, the City Council authorized approval Resolution No. 2014-26 which approved a temporary no-cost site license for eight months in order to allow staff to work with NOAA and its General Counsel to work on a longer term lease agreement.

The current NOAA equipment is shown in Attachment 1.

DISCUSSION

Staff is currently negotiating with NOAA staff on a permanent agreement with NOAA for a monthly fee plus electrical usage, and the current license has since expired. As staff is working with NOAA to finalize the agreement, staff is requesting to extend License

Agreement #14WBR0004N until October 2015 to allow time to finalize the permanent agreement and bring back to City Council for approval.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities. This action involves equipment on a trailer at the water treatment plant which will not result in expansion of the facility or capacity.

FISCAL IMPACT

There is no fiscal impact to this action. The permanent agreement will provide for NOAA to pay the City a monthly fee to cover land lease and electrical usage.

RECOMMENDED ACTION

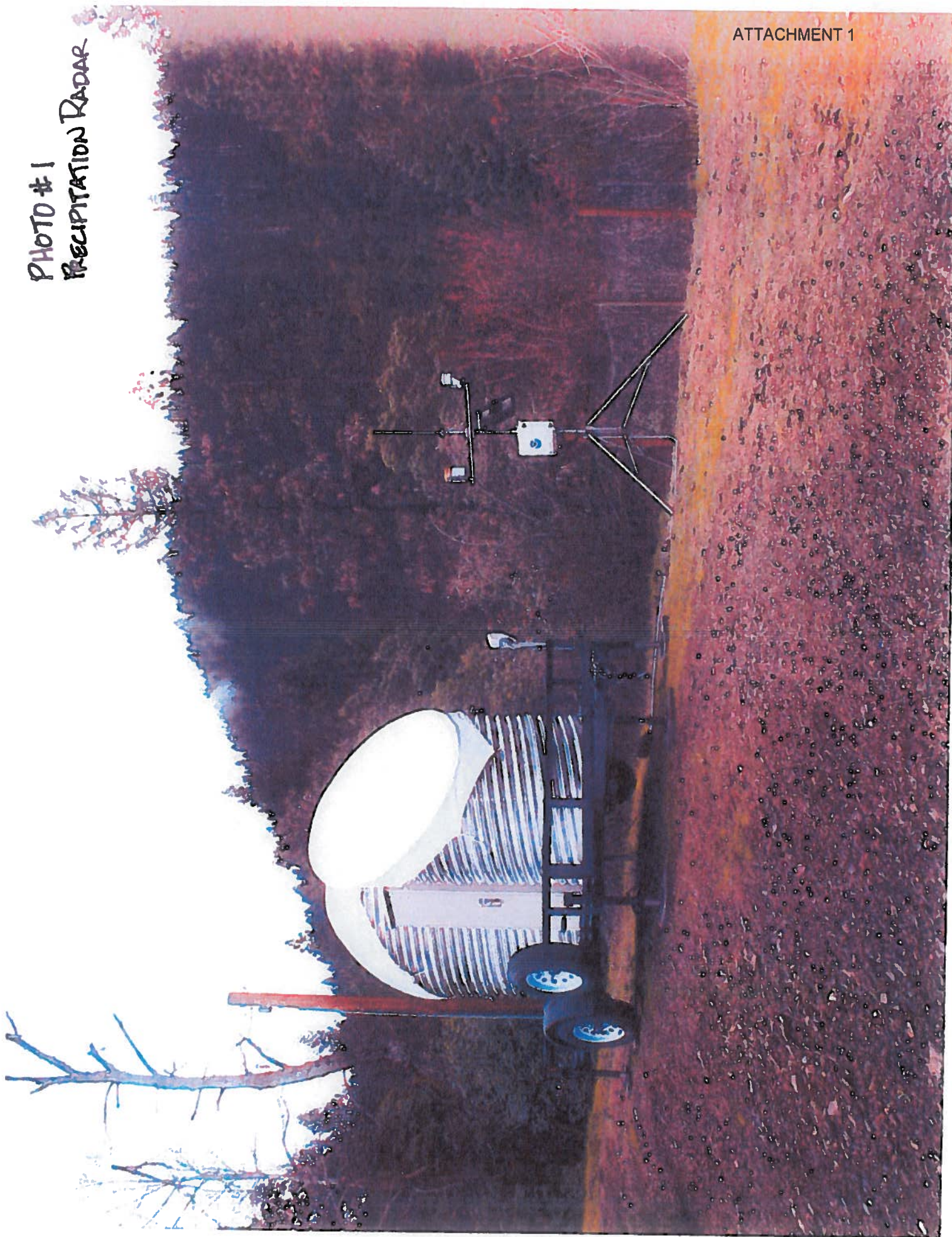
Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the extension and authorizing the City Manager to execute the extension.

ATTACHMENTS

1. Equipment Photo
2. License Agreement #14WBR0004N
3. Resolution
4. License Agreement Extension

PHOTO #1
PRECIPITATION RADAR

ATTACHMENT 1



**LICENSE AGREEMENT # 14WBR0004N
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OFFICE OF ATMOSPHERIC RESEARCH
AND
THE CITY OF ST. HELENA**

This License Agreement is entered into by the Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), Office of Atmospheric Research (OAR) (LICENSEE), and The City of St. Helena (LICENSOR) under the Authority of 40 U.S.C. 585. The purpose of this Agreement is to allow LICENSEE to have the right of access to and use of certain real property owned by the LICENSOR, for the purpose of installing, operating and maintaining an observing platform consisting of an 8' meteorological tripod and a 7' x 12' trailer containing a precipitation radar and equipment shelter. NOAA will need a total of 200 square feet of outside space for the equipment. The property affected is the City of St. Helena, Louis Stralla Water Treatment Plant, 410 Crystal Springs Rd., St. Helena, CA 94559 (referred to below as "the premises"). The equipment will be located on the north side of the plant at latitude 38° 33' 16.41" and longitude 122° 29' 13.08".

By their signatures below, the authorized representatives of LICENSEE and the LICENSOR agree to the following terms and conditions:

1. LICENSOR hereby grants to LICENSEE, its employees, agents, and contractors, a revocable license, together with necessary right of entry for ingress and egress, to use the Licensed Premises.
2. Employees of and contractors for Licensee, including but not limited to NOAA contractors and their subcontractors, shall have the right of access to and use of the premises, without cost, and with the understanding that access to the premises will be required periodically by maintenance personnel, and occasionally by a survey team.
3. By virtue of the right of access to and use of the premises, LICENSEE shall be entitled to install, operate, and maintain the precipitation monitoring system (in a mutually agreeable location), and utility and telecommunication lines from the premises. Utilities and telecommunications will be paid for by the LICENSEE through separate contracts.
4. This Agreement shall not be construed to require the LICENSOR to furnish to LICENSEE any more than access to and use of the premises.
5. Upon termination of this Agreement, LICENSEE shall remove any instruments or hardware it has placed on the premises, and restore the premises to the condition in which they existed before LICENSEE first occupied them, reasonable wear and tear and "acts of God" excepted; provided further that the LICENSOR may require after termination of this Agreement

License Agreement

that LICENSEE remove any or all of the improvements LICENSEE has constructed on the premises. Any costs for removal and restoration pursuant to this paragraph shall be borne by LICENSEE.

6. NOAA agrees to promptly consider and adjudicate any and all claims which may arise out of use of the LICENSOR'S premises by NOAA or duly authorized representatives or contractors of NOAA and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. or other such legal authority as may be pertinent. NOAA also agrees to consider and adjudicate any claims for damage or injury sustained by NOAA personnel in the performance of their official duties while on the LICENSOR'S premises. Such adjudication will be made pursuant to the Federal Employees' Compensation Act, 5 U.S.C. 8101 et seq., or other such legal authority as may be pertinent. NOAA shall cause its contractors to maintain, during the performance of any work under the terms of this Agreement, insurances with limits of liability not less than those stated in the Federal Acquisition Regulation (FAR) 28.307-2.

7. LICENSEE shall be responsible for any damage or theft of LICENSEE owned equipment located on property owned by the LICENSOR unless caused by the gross negligence or willful misconduct of LICENSOR or its employees, agents or contractors.

8. LICENSEE will immediately cease operation of the precipitation radar if RF transmissions emanating from the radar interfere with LICENSOR equipment or communications.

9. LICENSEE agrees not to sell, convey, transfer mortgage, pledge, assign, or otherwise encumber this Agreement, in whole or in part, nor any of LICENSEE's rights, interests, or privileges, hereunder, without providing written notice to the LICENSOR.

10. Use of the premises by LICENSEE shall not be in support of any policy which discriminates against any person on the basis of race, sex, religion, or national origin.

11. This Agreement shall take effect upon signature by both parties, and shall remain in effect for a period of 8 months from the date of the last signature, provided that the parties may terminate the Agreement either by mutual written agreement or upon sixty days' written notice by either party to the other. *(Note: Delegated Authority limited to 5 years per agreement)*

License Agreement

12. The Points of Contact (POC) for this Agreement are:

- A. Name of LICENSEE POC: Dr. Clark King
Address: NOAA/OAR/PSD
325 Broadway, R/PSD
Boulder CO 80305-3337
Telephone Number: 303-497-6381
E-mail: clark.w.king@noaa.gov
- B. Name of NOAA Real Property POC: Debbie Putney
Address: NOAA/OCAO/RPMD
325 Broadway, MC43
Boulder CO 80305-3337
Telephone Number: 303-497-3202
E-mail: debbie.a.putney@noaa.gov
- C. Name of LICENSOR POC: Debra Hight
Address: Asst. Director of Public Works
City of St. Helena
1480 Main St.
St. Helena, CA 95474
Telephone Number: 707-968-2658
E-mail: DebraH@cityofstheleena.org

FOR THE NATIONAL OCEANIC &
ATMOSPHERIC ADMINISTRATION

FOR THE CITY OF ST. HELENA

Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

Date

Date

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

Resolution approving extension of License Agreement #14WBR0004N between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the Placement of a Precipitation Radar and Gauge at the Louis Stralla Water Treatment Plant

RECITALS

- A. During the period from February 2012 to April 2013, NOAA operated a precipitation monitoring site (gauge) at the Louis Stralla Water Treatment Plant (LSWTP); and
- B. In 2014, NOAA partnered with the California Department of Water Resources to deploy ten precipitation radars throughout the State of California to provide flood forecasting data and determined that LSWTP would work well for this purpose; and
- C. NOAA contacted staff to make formal term arrangements for the placement of the additional equipment at the same location as the gauge; and
- D. The additional equipment would utilize approximately 250 square feet of space and data collection would continue for five to ten years; and
- E. On May 14, 2014, the City Council authorized approval of Resolution No. 2014-26 which approved a temporary no-cost site license for eight months which would allow staff to work with NOAA and its General Counsel to work on a longer term lease agreement; and
- F. While City Staff finalizes a long-term agreement with NOAA, the City and NOAA mutually desire to extend License Agreement #14WBR0004N until October 2015.
- G. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and

RESOLUTION

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

1. Extension of License Agreement #14WBR0004N until October 2015.
2. The City Manager is authorized to execute the agreement extension.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 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



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
Office of Oceanic and Atmospheric Research
Earth System Research Laboratory
325 Broadway – David Skaggs Research Center
Boulder, Colorado 80305-3328

In reference to License Agreement 14WBR0004N between the National Oceanic and Atmospheric Administration (NOAA) and the City of St. Helena, NOAA requests that the end date of the agreement be extended for 8 months beyond the current end date of February 6, 2015 under the same terms and conditions of the original agreement. This would extend the end date of the agreement to October 6, 2015.

Concur:

For the National Oceanic and Atmospheric Administration

A handwritten signature in blue ink, appearing to read "Clark W. King", written over a horizontal line.

Clark W. King
Office of Atmospheric Research
Earth System Research Laboratory
Physical Sciences Division

6/16/2015

Date

For the City of St. Helena

Date



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

Agenda Section: Consent Calendar

Subject: Resolution authorizing “piggy-back” purchase from Wondries Fleet Group through State of California Department of General Service Procurement Division Contract Statewide Commodity Contract Number 1-14-23-20 A-G for purchase of two 2015 Ford F250 Extended Cab replacement trucks for the Public Works Department for a total amount not to exceed \$49,119.66

CEQA Status: Not a CEQA project

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The Parks and Sewer Collection Divisions of the Public Works Department have work trucks that are over 12-20 years old and have reached the end of their useful life. The Park's work truck unit 301 is a 1995 Ford F-150 with 56,000 miles. It has body damage on the passenger side, the air conditioner is not functioning at this time, and the seat is ripped and needs replacement. The Sewer Collections unit 208 is a 2003 Chevy with 65,411 miles. These work trucks serve as the primary response vehicle for everyday maintenance and emergency response. Public Works vehicles are exposed to hard use and long idle times. It is estimated that the actual engine run time is two to three times the actual mileage. Typical light work trucks in Public Works have a useful life of approximately 10 years. After 10 years, the annual maintenance cost typically exceeds the residual value of the truck.

The FY 2015-16 Operations Budget includes funding for capital equipment, and staff is requesting to use the funds for the replacement of two (2) work trucks for the Department of Parks and Sewer Collections. Staff has been successful in acquiring contract pricing from Wondries Fleet Group through the State of California Department of General Services Procurement Division Statewide Commodity Contracts (SCC) cooperative purchasing system pricing. Council approval is required for a “piggy-back” purchase in conformance with St. Helena Municipal Code Section 3.04.150 Cooperative purchasing with other agencies for supplies, equipment, special equipment/supplies and general services with an estimated value in excess of twenty-five thousand dollars.

DISCUSSION

State of California Department of General Services Procurement Division Statewide Commodity Contracts (SCC) offers a wide variety of commodity, non-IT services, and information technology products and services at prices which have been assessed to be fair and reasonable and competitive. SCC contracts are established through a competitive bid process by the State of California. The State's contract provides current model year fleet vehicles – trucks at contracted pricing to the State of California and local government agencies. The contractor provides an amount equal to 1% of the total purchase order amount excluding taxes and freight to the State of California, but this fee is not included in the local agencies' purchase price, nor invoiced to the purchasing agency, therefore there is no cost, no obligation or liability to purchase through this program. As a local government, the City may purchase through this contract.

FISCAL IMPACT

The purchase of the two work trucks will be funded by \$24,559.83 from the Parks Department and \$24,559.83 from the Sewer Collections operations, capital equipment budgets, 101-5027-2630 and 571-5020-2630, respectively, for a total purchase price of \$49,119.66 including taxes, documentation fee, and freight. This amount was budgeted in the Fiscal Year 2015/16 Operational Budget.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the "piggy-back" purchase from Wondries Fleet Group through the State of California Department of General Services Procurement Division SCC for purchase of two 2015 Ford F250 Extended Cab replacement trucks for the Public Works Department for a total amount not to exceed \$49,119.66.

ATTACHMENTS

1. Resolution
2. Purchase Quote (1 Vehicle)

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

**RESOLUTION AUTHORIZING "PIGGY-BACK"
PURCHASE FROM WONDRIES FLEET GROUP
THROUGH STATE OF CALIFORNIA DEPARTMENT OF
GENERAL SERVICE PROCUREMENT DIVISION
CONTRACT STATEWIDE COMMODITY CONTRACT
NUMBER 1-14-23-20 A-G FOR THE PURCHASE OF TWO
2015 FORD F250 EXTENDED CAB REPLACEMENT
TRUCKS FOR THE PUBLIC WORKS DEPARTMENT FOR
A TOTAL AMOUNT NOT TO EXCEED \$49,119.66**

RECITALS

- A. The City of St. Helena desires to purchase a two new 2015 Ford F250 extended cab trucks; and
- B. The approved FY 2015-16 Operations, Capital Equipment budgets of Parks and Sewer Collections divisions include funding for this purchase; and
- C. Staff has acquired contract pricing from Wondries Fleet Group via a "piggy-back" purchase through the State of California Department of General Service Procurement Division State Commodity Contract (SCC) Contract Number 1-14-23-20 A-G.
- D. In conformance with St. Helena Municipal Code Section 3.04.150 Cooperative purchasing with other agencies, City Council approval is required for a "piggy back" purchase; and
- E. State of California Department of General Service Procurement Division SCC is an approved cooperative purchasing contract and there is no cost or obligation or liability to join; and
- F. The City is a local jurisdiction and through this authority may purchase through this cooperative; and
- G. The purchase will be equally funded through Parks and Sewer Collections capital equipment operations budget, 101-5027-2660 and 571-5020-2630, respectively.

RESOLUTION

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

1. The "piggy-back" purchase of two new 2015 Ford F250 Extended Cab trucks through the State of California Department of General Service Procurement Division Contract Statewide Commodity Contract Number 1-14-23-20 A-G SCC is approved.

2. The City Manager is authorized to execute purchase order to Wondries Fleet Group for the purchase amount of \$44,752.00 plus \$4,367.66 for tax, documentation fee, and freight, for a total expenditure not to exceed \$49,119.66.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 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



ATTN:
Michael Hassell
707-339-3748
Michael.H@cityofst-helena.org

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



STATE OF CALIFORNIA CONTRACT # - TRUCK 1-14-23-20E

Description	Line Item Number(s)	Price
2015 FORD F250 4X2 EXTENDED CAB SWB	17	21,186.00

STANDARD EQUIPMENT:

6.2 LITER V8 GASOLINE ENGINE	Standard	X
6 SPEED AUTOMATIC TRANSMISSION	Standard	X
156" WHEELBASE 6.5' FOOT BED LENGTH	Standard	X
AM-FM RADIO	Standard	X
GREY VINYL BENCH SEATING	Standard	X
BLACK VINYL FLOORING	Standard	X
AIR CONDITIONING	Standard	X
TILT & TELESCOPING STEERING WHEEL	Standard	X
TRAILER HITCH & PLUG	Standard	X
FULL SIZE SPARE TIRE	Standard	X

OPTIONAL FACTORY EQUIPMENT:

6.7 LITER 4 VALVE POWER STROKE DIESEL	7,975.00	
ELECTRONIC REAR LOCKING AXLE	376.00	
ADD FOR CREW CAB	3,927.00	
DEDUCT FOR REGULAR CAB	-1,826.00	
TRAILER BRAKE CONTROLLER	254.00	X
REVERSE SENSING SYSTEM	229.00	
POWER WINDOWS, LOCKS, MIRRORS	1,037.00	
XL APPEARANCE PACKAGE	905.00	
TRANSFER CASE & FUEL TANK SHIELD (4X4)	94.00	
4X4 ELECTRONIC SHIFT ON THE FLY (ESOF) (4X4)	175.00	

OPTIONAL AFTERMARKET EQUIPMENT / ACCESSORIES

UPFITTERS SWITCHES	119.00	X
SYNC BLUE TOOTH SYSTEM	817.00	X
CRUISE CONTROL	225.00	
LWB IN LIEU OF SWB BED	210.00	
LINEX SPRAY IN BED LINER	659.00	
ADD FOR FOUR WHEEL DRIVE SYSTEM	2,980.00	

FACTORY EXTENDED POWERTRAIN WARRANTY (Std - \$200.00 Deductible)

5 Years / 100,000 Miles	1,470.00	
6 Years / 100,000 Miles	1,580.00	
7 Years / 100,000 Miles	1,740.00	
If zero (\$0.00) deductible is desired, please add.....	150.00	
For standard deductible of \$200.00 please credit.....	100.00	

TOTAL \$ 22,376

Wondries Fleet Group
1247 W. Main St. Alhambra, CA. 91801
Contact: Clarke Cooper or Mike Ladner Phone: (626) 457-5590 / Fax: (626) 457-5593

clarkecooper@wondries.com or mladner@earthlink.net

Prepared By:
 Administrator
 Wondries Fleet Group
 400 South Atlantic Blvd
 Alhambra, California, 91801
 Phone: (626) 457-5590

2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 6.75' box 142" WB SRW 40" CA XL

SELECTED MODEL

Code	Description	MSRP	Invoice
X2A	2016 Ford F-250 4x2 SD Super Cab 6.75' box 142" WB SRW 40" CA XL	\$34,580.00	\$31,900.00

SELECTED VEHICLE COLORS

Code	Description
-	Interior: STEEL
-	Exterior 1: OXFORD WHITE
-	Exterior 2: No color has been selected.

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
PACKAGES				
600A	Order Code 600A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TBK) Tires: LT245/75R17E BSW A/S : Spare is LT245/75R17E A/T BSW plus.; (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) Heavy Duty Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2-speakers.	OPT	\$0.00	\$0.00
EMISSIONS				
425	50-State Emissions System	OPT	\$0.00	\$0.00
POWERTRAIN				
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	INC	\$0.00	\$0.00
44P	Transmission: TorqShift 6-Speed Automatic Includes SelectShift.	INC	\$0.00	\$0.00
X37	3.73 Axle Ratio	INC	\$0.00	\$0.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®. Data Version: 5.0. Data updated 07/17/2014 09:13:22 PM ©Copyright 1998-2012 Chrome Data Solutions, LP. All rights reserved.
 July 15, 2015

Prepared By:
 Administrator
 Wondries Fleet Group
 400 South Atlantic Blvd
 Alhambra, California, 91801
 Phone: (626) 457-5590

2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 12A 412 SD Super Cab 5.7L Box 142" WB SRW 4x4 CA XL

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
POWERTRAIN (Continued)				
STDGV	GVWR: 10,000 lb Payload Package	INC	\$0.00	\$0.00
WHEELS & TIRES				
TBK	Tires: LT245/75R17E BSW A/S Spare is LT245/75R17E A/T BSW plus.	INC	\$0.00	\$0.00
64A	Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments.	INC	\$0.00	\$0.00
SEATS & SEAT TRIM				
A	Heavy Duty Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder and storage.	INC	\$0.00	\$0.00
OTHER OPTION				
142WB	142" Wheelbase	STD	\$0.00	\$0.00
52B	Trailer Brake Controller Compatible with select electric over hydraulic brakes.	OPT	\$270.00	\$230.00
PAINT	Monotone Paint Application	STD	\$0.00	\$0.00
66S	Upfitter Switches (4) Located on instrument panel.	OPT	\$125.00	\$107.00
91M	SYNC w/MyFord Communications/Entertainment System Voice-activated. Includes 911 assist, vehicle health report (VHR), traffic, directions and information services, 1 USB port and AppLink.	OPT	\$295.00	\$252.00
585	Radio: AM/FM Stereo/Single-CD/MP3 (LPO) (Fleet) Includes digital clock, 4-speakers and auxiliary audio input jack. REQUIRES Valid VIN Code.	OPT	\$275.00	\$234.00
62D	Steering Wheel Audio Controls	OPT	\$70.00	\$60.00
INTERIOR COLORS FOR PRIMARY W/XL				
AS	Steel	OPT	\$0.00	\$0.00
EXTERIOR COLORS FOR PRIMARY W/XL				

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions. PC Carbook®. Data Version: 5.0. Data updated 07/17/2014 09:13:22 PM ©Copyright 1986-2012 Chrome Data Solutions, LP. All rights reserved.
 July 15, 2015

Prepared By:
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 Phone: (626) 457-5590

2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 XLT 4x4 Super Cab 2.7L EcoBoost V6 142 HP SRW 20" CXL

SELECTED OPTIONS

Code	Description	Class	MSRP	Invoice
EXTERIOR COLORS FOR / PRIMARY W/XL (Continued)				
Z1	Oxford White	OPT	\$0.00	\$0.00
OPTIONS TOTAL			\$1,035.00	\$883.00

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2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 6.75' box 145" WB SRW 40" CA XL

PRICING SUMMARY

Price Component	MSRP	Invoice
<i>Base Price</i>	<i>\$34,580.00</i>	<i>\$31,900.00</i>
<i>Total Options</i>	<i>\$1,035.00</i>	<i>\$883.00</i>
<i>Vehicle Subtotal</i>	<i>\$35,615.00</i>	<i>\$32,783.00</i>
<i>Advert/Adjustments</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Destination Charge</i>	<i>\$1,195.00</i>	<i>\$1,195.00</i>
TOTAL VEHICLE PRICE	\$36,810.00	\$33,978.00

 Customer Signature / Date

 Dealer Signature / Date

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 612.8D Super Cab 675 Bhp 142" WB SRW 40" CA XL

STANDARD EQUIPMENT

Powertrain

- 385hp 6.2L SOHC 16 valve V-8 engine with variable valve control, SMPI
- Recommended fuel : regular unleaded
- Emissions Type: federal
- 6 speed automatic transmission with overdrive, SelectShift sequential sport shift, driver mode select
- Rear-wheel drive
- Fuel Tank Capacity: 35.0gal.

Suspension/Handling

- Front Twin I-Beam independent suspension with anti-roll bar, HD shocks
- Rear rigid axle leaf suspension with HD shocks
- Firm ride suspension
- Hydraulic power-assist re-circulating ball steering
- Front and rear 17" x 7.5" argent steel wheels with hub covers
- LT245/75SR17.0E BSW AS front and rear tires

Body Exterior

- 4 doors
- Reverse opening left rear passenger door
- Reverse opening right rear passenger door
- Driver and passenger manual door mirrors
- Black door mirrors
- Black bumpers

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2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 3.5L 4x4 SD Super Cab 6.75' Box 142" WB SRW 40" CA XL

STANDARD EQUIPMENT

Body Exterior (Continued)

- Trailer hitch
- Trailer harness
- Pickup box style: regular
- Clearcoat paint
- Trailer sway control

Convenience

- Manual air conditioning
- Manual front windows
- Manual door locks
- Manual tilt steering wheel
- Manual telescopic steering wheel
- Day-night rearview mirror
- Wireless phone connectivity
- 1 1st row LCD monitor
- Front cupholders
- Passenger visor vanity mirror
- Full overhead console

Seats and Trim

- Seating capacity of 6
- Front 40-20-40 split-bench seat

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab E 75" box 142" WB SRW 40" CA XL

STANDARD EQUIPMENT

Seats and Trim (Continued)

- 4-way driver seat adjustment
- Manual driver lumbar support
- 4-way passenger seat adjustment
- Center front armrest with storage
- 60-40 folding rear split-bench seat

Entertainment Features

- AM/FM stereo radio with radio data system
- Single CD player
- MP3 decoder
- SYNC with MyFord external memory control
- Steering wheel mounted radio controls
- 4 speakers
- Fixed antenna

Lighting, Visibility and Instrumentation

- Halogen aero-composite headlights
- Variable intermittent front windshield wipers
- Light tinted windows
- Front reading lights
- Tachometer
- Oil pressure gauge

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 32A 4x2 3D Super Cab 5.7L box 142" WB SRW 40" CA XL

STANDARD EQUIPMENT

Lighting, Visibility and Instrumentation (Continued)

- *Compass*
- *Outside temperature display*
- *Low tire pressure warning*
- *Trip odometer*

Safety and Security

- *4-wheel ABS brakes*
- *Brake assist*
- *4-wheel disc brakes*
- *AdvanceTrac w/Roll Stability Control electronic stability*
- *ABS and driveline traction control*
- *Dual front impact airbag supplemental restraint system with passenger cancel*
- *Dual seat mounted side impact airbag supplemental restraint system*
- *Curtain 1st and 2nd row overhead airbag supplemental restraint system*
- *Manual door locks*
- *SecuriLock immobilizer*
- *Manually adjustable front head restraints*
- *Fixed rear head restraints*

Specs and Dimensions

- *Engine displacement: 6.2L*
- *Engine horsepower: 385hp @ 5,500RPM*

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2016 Ford F-250

VEHICLE REPORT

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Engine torque: 405 lb.-ft. @ 4,500RPM*
- *Bore x stroke : 4.02" x 3.74"*
- *Compression ratio: 9.80:1*
- *Gear ratios (1st): 3.97*
- *Gear ratios (2nd): 2.32*
- *Gear ratios (3rd): 1.52*
- *Gear ratios (4th): 1.15*
- *Gear ratios (5th): 0.86*
- *Gear ratios (6th): 0.67*
- *Gear ratios (reverse): 3.13*
- *Curb weight: 6,237lbs.*
- *GVWR: 10,000lbs.*
- *Front GAWR: 4,250lbs.*
- *Rear GAWR: 6,200lbs.*
- *Payload: 3,700lbs.*
- *Towing capacity: 12,500lbs.*
- *Exterior length: 232.4"*
- *Exterior body width: 79.9"*
- *Exterior height: 77.0"*

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 412 30 Super Cab 8.75' box 142" WB SRW 40" CA 31

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- *Wheelbase: 142.0"*
- *Front track: 68.3"*
- *Rear track: 67.2"*
- *Turning radius: 24.6'*
- *Min ground clearance: 8.5"*
- *Front legroom: 41.1"*
- *Rear legroom: 31.6"*
- *Front headroom: 40.7"*
- *Rear headroom: 38.1"*
- *Front hiproom: 67.6"*
- *Rear hiproom: 67.3"*
- *Front shoulder room: 68.0"*
- *Rear shoulder room: 68.1"*
- *Passenger volume: 113.3cu.ft.*
- *Approach angle: 18.1 deg*
- *Departure angle: 17.4 deg*
- *Interior cargo volume: 39.5cu.ft.*
- *Interior maximum cargo volume: 39.5cu.ft.*
- *Box length: 81.8"*

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2016 Ford F-250

VEHICLE REPORT

STANDARD EQUIPMENT

Specs and Dimensions (Continued)

- 5th-wheel towing capacity : 12,700 lbs.

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2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 XLT 4x2 SD Super Cab 6.75 Box 142 WB SRW 40" CA XL

WARRANTY INFORMATION

WARRANTY

Basic:

36 month/36,000 miles

Powertrain:

60 month/60,000 miles

Corrosion Perforation:

60 month/unlimited mileage

Roadside Assistance:

60 month/60,000 miles

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 8'75" box 1A2 W9 68W 30" CA XL

POWERTRAIN BASIC SPECIFICATIONS

Engine

Engine Order Code	996
Engine Type	regular unleaded V-8
Displacement	6.2L/ 379 CID
SAE Net Horsepower @ RPM	385 @ 5,500
SAE Net Torque (lb ft) @ RPM	405 @ 4,500

Transmission

Transmission order code	44P
Transmission Type Description	6-speed automatic
Drive Train	rear-wheel drive

Mileage

City cruising range ()

Hwy cruising range ()

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 X2A 4x2 SD Super Cab 6'75" box 142" WB BRN 40" CA XL

POWERTRAIN - ADVANCED SPECIFICATIONS

Transmission

Gear Ratio (:1)

<i>First Gear Ratio (:1)</i>	3.97
<i>Second Gear Ratio (:1)</i>	2.32
<i>Third Gear Ratio (:1)</i>	1.52
<i>Fourth Gear Ratio (:1)</i>	1.15
<i>Fifth Gear Ratio (:1)</i>	0.86
<i>Sixth Gear Ratio (:1)</i>	0.67
<i>Reverse Ratio (:1)</i>	3.13

Differential

Front

Rear

<i>Axle Ratio (:1)</i>	3.73
------------------------	-------------

Electrical

Battery

<i>Battery cold cranking Amps @ 0 F</i>	650
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Alternator

<i>Alternator Amps</i>	157
------------------------	------------

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2016 Ford F-250

VEHICLE REPORT 2016 Ford F-250 Super Cab 5.7L V8 125 HP SRW 4D CA 10

PAYLOAD/TRAILERING SPECIFICATIONS

Weight Information	Front	Rear	TOTAL
Gross Axle Wt Rating (lbs.)	*4,250	*6,200	
Curb Weight (lbs.)	*3,495	*2,742	*6,237
As Spec'd Curb Weight (lbs.)	*3,495	*2,742	*6,237
As spec'd payload (lbs.)			*3,700
Gross Vehicle Wt Rating (lbs.)			*10,000
Gross Combined Wt Rating (lbs.)			19,000
Trailer	Max Trailer Wt.	Max Tongue Load	
Dead Weight Hitch (lbs.)	12,500		
Weight Distributing Hitch (lbs.)	12,500		
Fifth Wheel Hitch (lbs.)	12,700		

* Indicates equipment which is in addition to or replaces base model's standard equipment.

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2016 Ford F-250

VEHICLE REPORT

2016 Ford F-250 XLT 4-Door Super Cab 171 in. WB SRW 40" CA 3.5L

CHASSIS SPECIFICATIONS

Suspension	Front	Rear	
Spring			
Spring Type	coil	leaf	
Axle			
Axle Type	independent	rigid axle	
Brakes			
ABS System	4-wheel		
	Front	Rear	
Disc	yes	yes	
Rotor Diam (")	14.290	14.290	
Tires	Front	Rear	Spare
Tire Order Code	TBK	TBK	
Tire Size	LT245/75R17.0	LT245/75R17.0	
Capacity	E	E	
Revolutions/Mile @ 45mph	660	660	
Wheels	Front	Rear	Spare
Wheel Size	17 x 7.5	17 x 7.5	
Wheel Type	steel	steel	
Steering			
Steering type	hydraulic power-assist		
Turning Radius			
Curb-to-Curb	24.6		
Fuel Tank	Main	Auxiliary	

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 July 15, 2015

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 12' Box Super Duty 4.7L Box 145" WB SRW 48" CA

CHASSIS SPECIFICATIONS

Capacity (gal.) 35.0

** Indicates equipment which is in addition to or replaces base model's standard equipment.*

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2016 Ford F-250

VEHICLE REPORT

DIMENSIONS

Exterior Dimensions

Wheelbase (")	142.00
Length, Overall w/o rear bumper (")	232.40
Width, Max w/o mirrors (")	79.90
Height, Overall (")	77.00
Cab to Axle (")	40.20
Ground to Top of Load Floor (")	34.80
Ground Clearance	
Minimum Ground Clearance (")	8.50

Cargo Area Dimensions

Cargo Box Length @ Floor (")	81.80
Width	
Cargo Box Width @ Floor (")	69.30
Cargo Box Width @ Wheelhousings (")	50.90
Cargo Box (Area) Height (")	20.00
Cargo Volume (cu.ft.)	64.10

Interior Dimensions

Passenger Capacity	6	
Seating Position	Front	Second
Head Room (in)	40.70	38.10
Leg Room (")	41.10	31.60

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 July 15, 2015

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2016 Ford F-250

• VEHICLE REPORT

2016 Ford F-250 12A 112 50 Super Cab 6.75 Box 142 WB SRN 40 CA X

DIMENSIONS

Interior Dimensions

Shoulder Room ("	68.00	68.10
Hip Room ("	67.60	67.30

* Indicates equipment which is in addition to or replaces base model's standard equipment.

Publish Date: January 26, 2015 **Due Date (If Applicable):** March 2, 2015

Information: *EFC03629 Commercial Vehicle Tool (CVT) Pricing and Enrollment - Enroll prior to March 2, 2015*

Target Dealer Group: All Ford & Lincoln Dealerships

Target Audience: Dealer, General Manager and General Sales Manager

Target Dept(s): ☒ New Sales ☐ CPO/Used Sales ☒ Fleet Sales ☐ Finance ☐ Parts ☐ Service

ACTION REQUESTED

- Enrollment is required for all Ford and Lincoln Dealerships who elect to access Commercial Vehicle Tools (CVT)
- CVT is required for ordering Medium Duty Trucks (F-650/F-750).
- Enrollment Form and Monthly Fee Description are attached
- Access CVT by clicking this link: <https://www.fordctt.dealerconnection.com/>
- CVT helpdesk support can be reached at 877-260-2428 (8:00 A.M. to 8:00 P.M. Eastern Time Monday-Friday)

SUMMARY

- 1) The free trial period for Commercial Vehicle Tools (CVT) will end on January 31, 2015. Dealership enrollment is required to continue use of CVT.
- 2) CVT is an all-new web-based sales tool to assist your dealership in creating professional customer presentations and proposals that will set your dealership apart.
- 3) CVT is required for ordering Medium Duty Trucks (F-650/F-750).
- 4) A \$400.00 monthly fee for CVT will be paid to Ford Motor Company through the dealer's Parts Account statement which will give access to CVT to unlimited dealership personnel within the same dealership.
- 5) **To Enroll:** Please complete and FAX attached enrollment form to 1-800-660-2939 or e-mail completed form to: support@fordcvt.com
- 6) CVT will replace CTT on March 2, 2015. CTT will no longer function as of March 2, 2015.

CVT includes all Ford and Lincoln vehicles for the purposes of researching product information, performing customer build & price presentations, evaluating vehicle performance and creating specific customer proposals. The tool includes performance analysis for light duty vehicles (trucks, vans and SUVs) to evaluate towing and payload capability and for chassis vehicles, it includes calculations for start ability, speed and weight distribution.

CVT is also the only tool available for ordering Medium Duty Trucks (F-650 and F-750 vehicles). You must have CVT to order F-650 or F-750 vehicles. CVT is hosted by Ford and replaces the pc-based application known as Commercial Truck Tools (CTT).

Access to CVT:

CVT access is controlled through the combined effort of Ford's Business Assistance Center (BAC) in the US, Ford Technology Solutions (FTS) in Canada and the CVT Dealer Help Desk Support team. Dealership sales codes are set up in Ford's Security Provisioning Services (SPS). The Dealership's SPS Administrator will need to add other dealership personnel and assign appropriate CVT entitlements that align to their position within the dealership. Once each person is added in SPS with access to CVT, they can login to the website using the link <https://www.fordctt.dealerconnection.com/>.

The Ford Business Assistance Center (BAC) is available to assist with SPS setup and access to CVT.

Phone number:	1-800-790-4357 option 3, then 1
Hours of Operation	9:00 AM to 6:00 PM Mon-Fri Eastern Time

The CVT Dealer Help Desk support team is available to walk you through the tool and explain its features and benefits.

Hours of operation	8:00 AM to 8:00 PM, Mon-Fri, Eastern Time
Phone number US	1-877-260-2428
Email US	support@fordcvt.com

ATTACHMENTS

[CVT Enrollment Form](#)

[CVT Proposal Example](#)

QUESTIONS

For more information please contact Mark Lowrey, Ford Marketing Manager, at m_lowrey2@ford.com or call the Ford BAC at 1-800-790-4357 Option #3, then Option #1.

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

Agenda Section: Consent Calendar

Subject: Resolution authorizing “piggy-back” purchase from RDO Equipment Co. through National Joint Powers Alliance (NJPA) for purchase of a new 12” brush chipper for the Public Works Department for an amount not to exceed \$42,333.46

CEQA Status: Not a CEQA project

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

In the past, the City was able to stockpile green waste generated from tree trimming and brush removal and obtain a permit to burn the waste. The Bay Area Air Quality Management District burn permit requirements that went into effect in 2013 no longer allow this practice. In order to dispose of this green waste, the City either needs to have it hauled to a landfill or chipped and used as mulch on City properties. Based on past usage, the cost of landfill disposal is estimated to be approximately \$10,000 per year, and chipper rental would be approximately \$17,000 per year. With a purchase price of \$42,333.46 and an allowance for annual equipment maintenance costs, the cost of ownership could be recovered within 5 years. An additional benefit of purchasing the chipper is that it gives Staff the flexibility to chip green waste as needed, and provides mulch that is usable on City properties. Based on anticipated usage, the chipper is expected to have a usable lifespan of 7-10 years.

The approved FY 2015-16 Operations Budget includes funding for Capital Equipment, and staff is requesting to use the funds for the purchase of a new 12” brush chipper for the Parks, Streets and Water Distribution divisions of Public Works. Staff has been successful in acquiring contract pricing from RDO Equipment Co. through the National Joint Powers Alliance cooperative purchasing system pricing. Council approval is required for a “piggy-back” purchase in conformance with St. Helena Municipal Code Section 3.04.150 Cooperative purchasing with other agencies for supplies, equipment, special equipment/supplies and general services with an estimated value in excess of twenty-five thousand dollars.

DISCUSSION

The National Joint Powers Alliance (NJPA) is a cooperative contract leveraging the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process. NJPA is a municipal national contracting agency that establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law. There is no cost, no obligation or liability to join in the NJPA contract purchasing program. The City is a member of the NJPA, Member ID 2019, and through this authority the City may purchase through this cooperative.

FISCAL IMPACT

The purchase of the chipper will be funded by an equal cost-share of \$14,111.15 from the Parks, Streets and Water Distribution operating budgets 101-5027-2630, 101-5015-2630 and 561-5031-2630, respectively, for a total purchase price of \$42,333.46 including taxes, documentation fees, and freight. This amount was budged in the Fiscal Year 2015/16 Operational Budget.

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the “piggy-back” purchase from RDO Equipment Co. through the National Joint Powers Authority NJPA.

ATTACHMENTS

1. Resolution
2. Purchase quote

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

**RESOLUTION AUTHORIZING "PIGGY-BACK" PURCHASE FROM
RDO EQUIPMENT CO. THROUGH NATIONAL JOINT POWERS
ALLIANCE (NJPA) FOR PURCHASE OF A NEW 12" BRUSH CHIPPER
FOR THE PUBLIC WORKS DEPARTMENT FOR AN AMOUNT NOT TO
EXCEED \$42,333.46**

RECITALS

- A. The City of St. Helena desires to purchase a new 12" brush chipper; and
- B. The approved FY 2015-16 Operations Budget includes funds for Capital Equipment purchase in Parks, Streets and Water Distribution division budgets; and
- C. National Joint Powers Alliance (NJPA) is an approved cooperative purchasing program and there is no cost or obligation or liability to join in the program; and
- D. The City is a member of the NJPA, Member ID 2019, and through this authority may purchase through this cooperative; and
- E. The purchase will be equally funded through Parks, Streets and Water Distribution capital equipment operations budget, 101-5027-2660, 101-5015-2630, and 561-5031-2630, respectively.

RESOLUTION

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

- 1. The "piggy-back" purchase of a new 12" brush chipper through the National Joint Powers Authority (NJPA) is approved.
- 2. The City Manager is authorized to sign purchase order agreement to RDO Equipment for the purchase amount of \$37,322 plus \$5,011.46 for tax, documentation fee, set up and freight for a total expenditure not to exceed \$42,333.46.

Approved at a Regular Meeting of the St. Helena City Council on July 28, 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



Investment Proposal (Quote)

RDO Equipment Co.
24353 Clawiter Rd.
Hayward (VM) CA, 94545
Phone: (510) 460-3900 - Fax: (510) 723-0271

Proposal for:
CITY OF ST HELENA
1480 MAIN STREET
ST HELENA, CA, 94574
(707) 339-3748

Investment Proposal Date: 7/6/2015
Pricing Valid Until: 8/5/2015
Deal Number: 790864
Customer Account#: 3748033
Core Account Manager: Kathleen Faria
Phone: (510) 460-3900
Fax: (925) 454-3162
Email: KFaria@rdoequipment.com

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD	0	New 2015 VERMEER BC1000XL Freight In FREIGHT FROM FACTORY Prep / Reconditioning SET UP Other DMV Other CARB Customer Discount NJPA DISCOUNT	\$42,340.00 \$1,000.00 \$220.00 \$35.00 \$620.00 (\$5,018.00)
Equipment Subtotal:				\$39,197.00

Purchase Order Totals

Balance:	\$39,197.00
Total Taxable Amount:	\$39,162.00
Tax Rate 3: (CANP 8%)	\$3,132.96
Sales Tax Total:	\$3,132.96
CA Tire TAX:	\$3.50
Sub Total:	\$42,333.46
Cash with Order:	\$0.00
Balance Due:	\$42,333.46

Equipment Options

Quantity	Serial Number	Year / Make / Model	Description
1	TBD	2015 VERMEER BC1000XL	BC1000XL421 - BC1000XL 74HP DEUTZ TIER 4 FINAL BC1000XL029 - 5200LBS (DOM) HYD. BRAKE AXLE, TIRES, TONGUE, HITCH BC1000XL020 - DELUXE DISCHARGE DEFLECTOR BC1000XL112 - INSTRUMENT PANEL COVER BC1000XL994 - CONE STORAGE MOUNT

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

Agenda Section: Consent Calendar

Subject: Resolution approving a Professional Services Agreement with Piña Vineyard Management in the amount of \$13,200.00 for the disking of the Wastewater Treatment and Reclamation Plant's effluent disposal irrigation spray fields

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

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The City of St. Helena Wastewater Treatment and Reclamation Plant (WWTRP) is located at 1 Chaix/Thomann Lane, with irrigation spray fields located at the eastern corner of the plant bordering the Napa River. The WWTRP discharges its effluent under Order No. R2-2010-0105 (reclamation permit) and NPDES Permit No. CA003816 (discharge permit). The discharge permit allows for the WWTRP to discharge secondary treated effluent to the Napa River during the wet weather period of December 1 through April 30, when the river to wastewater dilution ratio is at least 50 to 1. When these conditions cannot be met, wastewater is stored in the on-site storage ponds and/or used for irrigation at the spray fields directly to the southeast of the WWTRP. Irrigation disposal is operated under the provisions of the Reclamation Permit by WWTRP operations staff.

When the irrigation spray field was originally purchased, a tractor and bush hog mower were also purchased for the purpose of mowing and disking the field. This routine maintenance was completed by City staff two times per year from 1988 thru 2001. Since 2001, the maintenance of the irrigation spray fields has been contracted on an as needed basis as the reclamation order does not specify a frequency for mowing or disking.

DISCUSSION

Routine maintenance on the field was last completed in 2013. Disking is an important part of the irrigation field maintenance because it removes old, dead vegetation and

creates bare ground which will stimulate germination of new vegetation. The routine maintenance work consists of disking the 88 acres (approximately) in both directions.

The contract for professional services was procured by informal bidding as required by the City's purchasing ordinance. Staff solicited a total of two bids from Del Bondio Farming, Gregory Construction, and Piña Vineyard Management. Gregory Construction did not submit a bid, Del Bondio Farming's bid was \$14,400.00, and Piña Vineyard Management's bid was \$13,200.00. Staff recommends awarding the contract to Piña Vineyard Management for \$13,200.00.

The project is categorically exempt from the California Environment Quality Act pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance and permitting of existing facilities used to provide sewerage services.

FISCAL IMPACT

This routine maintenance of \$13,200 will be funded from the Wastewater operations budget 571-5029-2315.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena, by resolution, authorize the City Manager to execute a Professional Services Agreement with Piña Vineyard Management in amount of \$13,200.00 for the disking of the WWTRP effluent disposal irrigation spray fields.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

Resolution approving a Professional Services Agreement with Piña Vineyard Management in the amount of \$13,200.00 for the disking of the Wastewater Treatment and Reclamation Plant's effluent disposal irrigation spray fields

RECITALS

- A. The City of St. Helena Wastewater Treatment and Reclamation Plant (WWTRP) located at 1 Chaix/Thomann Lane, requires professional services to disk the irrigation spray fields located at the eastern corner of the City of St. Helena bordering the Napa River; and
- B. WWTRP staff requested informal bids and Del Bondio Farming and Piña Vineyard Management responded with bids in the amount of \$14,400.00 and \$13,200.00, respectively; and
- C. The City Engineer has reviewed and evaluated the bids received and otherwise confirmed Piña Vineyard Management to be the lowest bidder; and
- D. The attached agreement establishes the terms and conditions under which Piña Vineyard Management will provide the necessary services; and
- E. The City Attorney has reviewed and approved the agreement; and
- F. The agreement will be funded through the Wastewater operations Budget No. 571-5029-2315.

RESOLUTION

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

- 1. Approve Professional Services Agreement with Piña Vineyard Management.
- 2. The City Manager is authorized to execute the Professional Services Agreement with Piña Vineyard Management in the amount of \$13,200.00

Approved at a Regular Meeting of the St. Helena City Council on July 28, 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on July 14, 2015 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Piña Vineyard Management (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as **St. Helena Wastewater Treatment and Reclamation Plant routine maintenance discing of irrigation spray fields**.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation shall not exceed **\$14,520.00** unless additional compensation is approved in accordance with Section 2.

B. Consultant shall furnish to City an original invoice for all services performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the services performed and expenses incurred are in

compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the Agreement price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF SERVICES

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

SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed

boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Piña Vineyard Management
P.O. Box 373
Oakville, CA 94562

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

Exhibit A, "Scope of Services"

- Move in of equipment, including permits and pilots.
- Discing of approximately 88 acres of spray irrigation field with two passes using disc and Schmeizer roller.
- Coordination of discing operations, sanitation and safety measures.

Exhibit B, "Compensation"

<i>Activity - Description</i>	Units	Rate	Total
<i>Equipment move in, permits & pilots</i>			Included
<i>Discing approximately 88 acres, 2 directions, disc & Schmeizer roller</i>	176	75	\$13,200.00
<i>Coordination of operations, sanitation and safety measures</i>			Included
<i>10% contingency</i>			\$1,320.00
Total			\$14,520.00



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

Agenda Section: Consent Calendar

Subject: A Resolution of the City Council of the City of St. Helena Authorizing a 60 Month Lease Agreement Between the City of St. Helena and Xerox for a New Multifunction Device at the Fire Department for a Total Cost of \$12,355.20.

CEQA Status: Not a project

Prepared By: John Sorensen, Fire Chief

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The Fire Department has previously held contracts with Xerox for their printer/copy machine.

DISCUSSION

The current lease contract between the City of St. Helena and Xerox for the Fire Department's multifunction device is in its 83rd month of a 60 month contract, and is long overdue for a lease renewal for a newer, more functional machine. Three companies were consulted when looking at renewal options; Xerox was the only responsive company and they are part of the State or Local Government Negotiated Contract #071386407.

The previous contract with Xerox was charged at the monthly rate of \$246.05 (\$2,952.60 annually). The new lease is charged at the monthly rate of \$205.92 (\$2,471.04), for an annual cost savings of \$481.56 and a five year cost savings of \$2,407.80.

FISCAL IMPACT

The copier lease is a budgeted item in the Adopted Fiscal Year 2015/16 Fire Department's budget under account #101-4800-2127. The new lease is \$205.92 per month and will not exceed \$12,355.20 over a 60 month period.

RECOMMENDED ACTION

Approve the Agreement with the City of St. Helena and Xerox for a lease length term of 60 months.

ATTACHMENTS

1. Resolution No. 2015-XX
2. Xerox Lease – Contract #071386407

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ST. HELENA
AUTHORIZING A LEASE AGREEMENT BETWEEN
THE CITY OF ST. HELENA AND XEROX
FOR A NEW MULTIFUNCTION DEVICE AT
THE FIRE DEPARTMENT**

RECITALS

- A. The Fire Department's current copier lease is expired; and
- B. The Fire Department requires a new, more functional machine; and
- C. The proposed lease offers a cost savings to the City.

RESOLUTION

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

1. The City Council approves the Agreement between the City of St. Helena and Xerox for a new multifunction device at the Fire Department.
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 July 28, 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

Lease Agreement



Customer: ST HELENA, CITY OF

Bill To: CITY OF ST HELENA
FIRE DEPT
1480 MAIN ST
SAINT HELENA, CA 94574-1899

Install: CITY OF ST HELENA
FIRE DEPT
1480 MAIN ST
SAINT HELENA, CA 94574-1899

State or Local Government Negotiated Contract : 071386407

Solution

Item	Product Description	Agreement Information	Trade Information	Requested Install Date
1. W7835P (W7835P PRNTR 3TRAY)	- 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	- Xerox WC7335P S/N FKA610958 Trade-In as of Payment 83	7/14/2015

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835P	\$205.92	1: BLACK 2: COLOR	All Prints All Prints	\$0.0129 \$0.0790	- Consumable Supplies Included for all prints
Total	\$205.92	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement
which consists of 2 pages including this face page.

Signer: John Sorensen

Phone: (707)967-2880

Signature: _____

Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Gene Irttenkauf
(707)522-6317

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Lease Agreement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your

legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement and must certify that the canceled Equipment is not being replaced by equipment performing similar functions during the ensuing fiscal year. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. PRICE INCREASES. Xerox may annually increase the maintenance component of the Minimum Payment and Print Charges. For Application Software, Xerox may annually increase the software license or support fees. These adjustments will occur at the commencement of each annual contract cycle.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

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

Agenda Section: New Business

Subject: Consideration to designate Mayor Alan Galbraith as the Voting Delegate at the 2015 League of California Cities Annual Conference

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The League of California Cities 2015 Annual Conference is scheduled for September 30-October 2, 2014, in San Jose. As part of the Conference, the League will hold its annual business meeting, during which League membership considers and takes action on resolutions that establish League policy. In order to vote at the annual business meeting, the League requires City Council action to designate a voting delegate.

Council will review and take a position on the League's proposed resolutions at a later date in advance of the Annual Conference. The delegate would then vote according to the City's position on each resolution during the business meeting.

DISCUSSION

Mayor Alan Galbraith is the only representative of the City of St. Helena attending the League of California Cities 2015 Annual Conference.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDED ACTION

Confirm Mayor Alan Galbraith as the voting delegate at the 2015 League of California Cities Annual Conference.

ATTACHMENTS

Attachment 1 - League of California Cities request for voting delegate designation.



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015
--

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

-over-

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2015 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 18, 2015. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 18, 2015

League of California Cities
ATTN: Kayla Gibson
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247

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

Agenda Section: Consent Calendar

Subject: Contract amendment to increase the amount of the current contract with Urban Planning Partners by \$52,320 to a new total of \$140,910, to update the Environmental Impact Report previously prepared for the proposed Hunter Project, which consists of a subdivision application for 51 single family residential lots and a 3.4 acre parcel for multiple family site.

CEQA Status: Not a Project under CEQA

Prepared By: Victor Carniglia, Planning Consultant

Approved By: April Mitts, Finance Director/Acting City Manager 

BACKGROUND

In October 2011, the City Council approved a contract to retain the firm of Urban Planning Partners (UPP) to prepare an Environmental Impact Report (EIR) for the proposed Hunter Project. The Draft EIR (DEIR) for the Hunter Project was subsequently prepared and circulated for public review in May 2012. During this public review period a significant number of comments were received on the Hunter DEIR. In January 2013, the City Council approved a contract to address the issue of responding to the large number of comments received on the Hunter DEIR. The Final EIR (FEIR), incorporating the comments received on the DEIR, was published nine months later in September 2013. A hearing at the Planning Commission on the FEIR and the Project was scheduled to occur in October 2013. However, the FEIR was not considered by the Planning Commission as scheduled, due to a request by the applicant to withdraw the FEIR in order to allow additional traffic and other analysis to be performed. Specifically, in October 2013, the applicant submitted new and revised project information, including a proposal to modify the project to entirely fund and construct a traffic signal at the intersection of Pope Street and Silverado Trail, along with new information on construction level air quality impacts and concerning prime agricultural land.

Earlier this year on February 10, 2015 the City Council approved an \$88,950 contract to update the Hunter EIR. The majority of these funds were needed to perform the traffic and engineering analysis to determine the feasibility of installing a traffic signal at the Pope Street/Silverado Trail intersection, and to evaluate whether an alternate traffic

control mechanism, such as a “round-about”, might be feasible. When the traffic sub-consultant, Omni Means, initiated this work in March 2015, they noted discrepancies between the current traffic levels as compared to previous traffic counts. These discrepancies raised concerns about the validity of the underlying traffic counts contained in the Hunter EIR, some of which dated back to 2011 and 2012. Staff and the project proponent met in late May 2015 to discuss this and related issues. At this meeting it was agreed that the additional work needed to be performed.

DISCUSSION:

The attached updated scope of work (Exhibit 1 of Attachment 1), dated July 20, 2015, describes the additional work that is required. The added tasks increase the amount of the previous \$88,590 February 2015 contract by \$52,320, to a new total of \$140,910. This entire additional cost of \$55,320, along with needed City staff time to work on the Hunter Project, will be fully funded by the Hunter applicant. An updated schedule is also included in the attached work scope projects that a revised and consolidated EIR for the Hunter Project will be complete by the consultant UPP on September 22, 2015. The attached work scope also contains, for information purposes, a rough estimate of the cost of responding to comments if the City makes the decision to recirculate the updated Hunter EIR for public comment. This cost is estimated to range from an additional \$100,000 to \$120,000. In any case, the actual cost will ultimately be determined by the comments received, assuming the updated EIR is recirculated.

It is important to note that the consultant doing this work, Urban Planning Partners, will work for and report to the City, not the project proponent.

FISCAL IMPACT

As previously mentioned, the funding to retain the consultant UPP to perform the work will be provided entirely by the project applicant and will cover all related City staff costs, so that no City General Fund or other City monies will be used to fund the needed environmental analysis.

OPTIONS:

The City Council could decide to not approve the contract amendment. This would result in an incomplete environmental analysis of the Hunter Project.

RECOMMENDED ACTION

Staff recommends that the City Council adopt the attached Resolution (Attachment 1) authorizing the City Manager to execute the contract amendment with Urban Planning Partners in the amount of \$52,320, increasing the current contract with UPP from \$88,590 to a new total of \$140,910.

ATTACHMENTS/EXHIBITS

1. Resolution authorizing the City Manager to execute the attached UPP Contract
2. Urban Planning Partners Inc. Contract Modification #1

Item No:

CITY OF ST. HELENA
RESOLUTION NO. _____

**APPROVING CONTRACT AMENDMENT WITH URBAN PLANNING PARTNERS,
INC. FOR THE HUNTER SUBDIVISION PROJECT ENVIRONMENTAL IMPACT
REPORT**

RECITALS

- A. At the October 25, 2011 meeting the City Council reviewed and approved Resolution 2011-75 which accepted the selection of Urban Planning Partners, Inc. (UPP) of Oakland CA as the consultant to prepare the EIR for the Hunter Subdivision project; and
- B. Resolution No. 2011-75 approved a budget of \$261,930 for preparation of the Hunter Subdivision EIR. This amount was deposited to the City of St. Helena by the project applicant to cover EIR preparation costs. No General Fund or other City monies have been used for this EIR; and
- C. Resolution No 2013-63 approved a contract in the amount of \$75,421 to allow adequate funding to prepare responses to a large number of DEIR comments and to prepare the required Final EIR for the Hunter Subdivision project. This amount of the contract modification was deposited by the project applicant and no General Fund or other City monies were used; and
- D. Resolution No 2015- _____ on February 10, 2015 approved a new contract in the amount of \$88,590 to retain UPP to prepare an updated environmental analysis of new project information submitted by the applicant, and to prepare updated background and environmental analysis. The amount was deposited to the City of St. Helena by the project applicant.
- E. A request is now before the City Council to amend the contract previously approved by City Council on February 10, 2015 by an amount not to exceed \$52,320 for new total of \$140,910, according to the amended scope of work as contained in Exhibit 1 of this Resolution. The amount will be deposited to the City of St. Helena by the project applicant.

RESOLUTION

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

1. To authorize the City Manager to amend the contract with Urban Planning Partners, previously approved by City Council on February 10, 2015, in order to allow Urban Planning Partners to perform the work as outlined in the attached modified work scope (Exhibit 1) dated July 20, 2015.

Item No:

2. This authorization is based on the presumption that the full cost of the contract amendment (an added \$52,320 for a new total of \$140,910) will be funded entirely by the Hunter property representatives, and that the consultant UPP will work directly for the City and report solely to the City.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk



505 17th Street
2nd FLOOR
OAKLAND, CA 94612
510.251.8210
WWW.UP-PARTNERS.COM

July 20, 2015

Victor Carniglia

VictorC@cityofstheleena.org

Sent via e-mail

Re: Contract Modification #1: Updated Scope of Work and Estimated Fee for Preparing Updated and Consolidated Draft EIR

Dear Victor,

CURRENT CONTRACT

The City of St. Helena approved a contract on February 10, 2015 for Urban Planning Partners to update the Hunter Draft EIR to update and prepare a consolidated version of the Draft EIR that was previously published. The approved contract covers:

- Incorporating the revisions to the Draft EIR recommended in the screencheck draft of the Response to Comments (RTC) document in the Updated and Consolidated Draft EIR.
- Updating the Draft EIR to include an analysis of a revision to the project that includes a proposal to install a signal at Pope and Silverado Trail.
- Incorporating updated and new information that has become available related to Agricultural Resources, Water, Flooding, and Biological Resources.
- Reassessing construction-related Air Quality based on additional information provided by the project applicant and two peer reviews of the Draft EIR analysis.
- Finalizing and reviewing of the Updated and Consolidated Draft EIR based on comments from City staff's review of the administrative draft document.
- Project management and coordination meetings.

The approved scope of work and estimated fee stated: *If it is determined that additional work is needed and/or the Draft EIR needs to be recirculated, we will prepare an expanded scope of work and updated fee estimate. It further stated: Additional tasks and scope may require an increase in fee. The fee estimate does not include direct costs associated with printing or attendance at public hearing.*

REQUESTED CONTRACT MODIFICATION

Based on the work completed to date, it has been determined that additional tasks are necessary to complete the Updated and Consolidated Draft EIR. The scope of work in the February 2015 contract included a preliminary concept sketch plan for improvement alternatives at the intersection of Silverado Trail & Pope Street. As part of that scope, new traffic counts were taken at the intersections of SR 29 & Fulton Lane, SR 29 & Pope Street, and Silverado Trail & Pope Street in March 2015. The traffic counts taken revealed that significant shifts in travel patterns had occurred since 2011, when the traffic data for the original Draft EIR traffic analysis was collected.

In order to provide a fully defensible EIR traffic analysis, traffic counts would be retaken at all study intersections in the original Draft EIR traffic analysis, and that the traffic analysis should be updated to reflect these changes in traffic patterns.

Additionally, City staff is also considering recirculating the Draft EIR and has requested that we include the associated costs of recirculation in this modification. As a result, we are requesting approval of a contract modification to supplement the responses to comments in the Screencheck Draft RTC, prepare updated traffic analyses, and cover printing costs for the Draft EIR if it is determined recirculation is necessary. To complete this work, an increase of \$52,320 is requested, including \$22,320 for Urban Planning Partners and \$30,000 for Omni Means.

Omni Means Additional Work Tasks

The additional transportation work, including an explanation as to why the additional transportation work is needed, is detailed in the attached proposal from Omni Means.

Urban Planning Partners Additional Work Tasks

The additional tasks that Urban Planning Partners would complete are outlined in the attached Table 1 and listed below.

- Refine and supplement responses to comments from prior screencheck draft Responses to Comments document to include with the Updated and Consolidated Draft EIR. Urban Planning Partners will draft the refinements and provide to City staff for comment and then finalize for inclusion in the Draft EIR document.
- Printing and distribution of up to 30 copies of the Updated and Consolidated Draft EIR (total of 10 printed copies of ADMIN and SCREENCHECK drafts and 20 printed copies of the published Draft EIR).
- Project coordination and meetings with City staff will be covered under our initial contract for preparing the Updated and Consolidated Draft EIR.

Contract Modification Authorization

Urban Planning Partners requests approval of a contract modification to our current proposal with the City of St. Helena, which was accepted and authorized on February 10, 2015. Approval of this modification would increase our estimated fee as follows:

Original NTE Contract Amount:	\$88,590
Proposed Contract Modification #1 Increase:	\$52,320
Revised Contract Amount:	\$140,910

Approval of this modification will take the project through recirculation of the Draft EIR, assuming the City determines that recirculation is necessary. The above scope and estimated fee does not include preparing Responses to Comments on the Updated and Consolidated Draft EIR or attendance at hearings. The estimated fee for preparation of the RTC and Hearings is \$100,000 to \$125,000. However, this is a very preliminary estimate as it will depend on the substance and volume of comment received.

SCHEDULE

The February 2015 schedule for the Updated and Consolidated Draft EIR estimated six weeks for completion. In March 2015, the discrepancy in traffic counts was brought to the attention of the City. After discussions with the City, Project Applicant, and traffic consultant, it was determined that new traffic counts were needed for all intersections in the original DEIR traffic analysis.

With the expanded scope of work for the traffic analysis, we now estimate the Draft EIR will take approximately 15.5 weeks to complete as shown in Table 1 below. New traffic counts were taken the first week of June. The traffic analysis and preparing the updated traffic section will take approximately 8 weeks to complete. Preparing the Updated and Consolidated Draft EIR, including City staff time for review, would take approximately 7 weeks.

TABLE 1: SCHEDULE

<i>Milestone</i>	<i>Responsible Party</i>	<i>Due Date</i>	<i>Weeks to Complete</i>	<i>Cumulative Weeks</i>
Traffic Counts	Omni Means	6/5/2015		
Traffic Analysis	Omni Means	7/20/2015	6.5	6.5
Prepare Draft Traffic Section	Omni Means	8/4/2015	2	8.5
Admin Draft Updated & Consolidated EIR	UP Partners	8/18/2015	2	10.5
City Review Admin Draft	City	9/1/2015	2	12.5
Screencheck Draft Updated & Consolidated EIR	UP Partners	9/8/2015	1	13.5
City Review Screencheck Draft	City	9/15/2015	1	14.5
Complete Updated & Consolidated EIR	UP Partners	9/22/2015	1	15.5

Victor Carniglia
July 20, 2015
Page 4

Please let us know if you have questions or need additional information. We look forward to completing this project for the City.

Sincerely,

URBAN PLANNING PARTNERS, INC.

A handwritten signature in black ink, appearing to read "Lynette Dias", with a stylized flourish at the end.

Lynette Dias
President

ATTACHMENTS

TABLE 1: Contract Modification #1 - Updated Scope of Work and Estimated Fee for Preparing Updated and Consolidated Draft EIR

OMNI MEANS PROPOSAL

Table 1. Contract Modification #1 - Updated Scope of Work and Estimated Fee for Preparing Updated and Consolidated Draft EIR

Hourly Rate:	Urban Planning Partners										Subconsultants				Requested Contract Modification Total	Estimated Fee Range
	Urban Planning Partners										Subconsultants					
	Lynette Dias Principal	Carla Violet	Planner	Graphics/ Word Processing	U/P Total	BASLINE	TULLY & YOUNG	WRA	OMNI							
	\$215	\$105	\$90	\$85												
Updated and Consolidated Draft EIR																
A. Updated and Consolidated Version of the Draft EIR																
1. Revisions to Draft EIR recommended in RTC document	2	2	8	16	\$ 2,720								\$ 2,720	\$ 1,904 \$ 2,720		
2. Complete additional analysis of traffic signal now proposed as part of the project	24	40	4	8	\$ 10,400	\$ 2,500		\$ 1,000	\$ 10,000		\$ 13,500		\$ 23,900	\$ 16,730 \$ 23,900		
3. Updated or new information – Ag, bio, water, flooding	24	24	6	8	\$ 8,900	\$ 3,600	\$ 15,000	\$ 3,000			\$ 21,600		\$ 30,500	\$ 21,350 \$ 30,500		
4. Reassess Air Quality based on I&R and First Carbon Studies	2	4		4	\$ 1,190	\$ 5,000					\$ 5,000		\$ 6,190	\$ 4,333 \$ 6,190		
B. Finalize and Review Consolidated and Updated Draft EIR	24	40	24	40	\$ 14,920	\$ 1,000					\$ 1,000		\$ 15,920	\$ 11,144 \$ 15,920		
D. Project Management/Staff Meetings	24	40	40	40	\$ 9,360								\$ 9,360	\$ 6,552 \$ 9,360		
Subtotal	76	110	42	76												
	16,340	11,550	3,780	6,460	\$ 47,490	12,100	15,000	4,000	10,000		41,100		\$ 88,590	\$ 62,013 \$ 88,590		
Additional Tasks and Costs to Complete Draft EIR Update and Recirculate																
A. Refine and supplement responses from prior draft to include with recirculation. (assumes one round of revisions based on city comments)																
B. Updated traffic analysis	40	40	24	16	\$ 16,320								\$ 16,320			
Subtotal	40	40	24	16	\$						\$ 30,000	\$ 30,000	\$ 30,000			
Printing of Recirculated Draft EIR	8,600	4,200	2,160	1,360	\$ 16,320						30,000	30,000	\$ 46,320			
REQUESTED CONTRACT MOD #1					\$ 6,000								\$ 6,000			
TOTAL ESTIMATED FEE FOR RECIRCULATED DRAFT EIR					\$ 22,320						\$ 30,000	30,000	\$ 52,320			
					\$ 69,810	\$ 12,100	\$ 15,000	\$ 4,000	\$ 40,000		\$ 71,100	\$ 140,910				

Notes for Updated and Consolidated Draft EIR

We estimated our hours on what we hope will be the high side. We have provided an estimated fee range. Our time will be billed on a time-and-material basis. We will not exceed \$144,910 without prior authorization. Additional tasks and or scope may require an increase in fee.

Also attendance at Public Hearings is not included. They will be invoiced as an additional cost on a time & material basis.

The fee estimate for direct costs associated with printing assumes up to \$200 per copy for each document and a total of 30 printed copies of the Draft EIR, including copies of ADMIN and SCREENCHECK DRAFTS. The above estimated fee does not include preparing Responses to Comments on the Recirculated Draft EIR or attendance at hearings. The estimated fee for the RTC and Hearings is \$100,000 to \$125,000.

May 4, 2015

Lynette Dias
Urban Planning Partners
505 17th Street
Second Floor
Oakland, CA 94612

RE: Hunter Subdivision EIR Traffic Analysis Update

Dear Lynette:

As requested, Omni-Means has completed the attached Scope of Work, Budget, and Schedule associated with updating the traffic analysis for the Hunter Subdivision EIR.

A previous work order was approved on March 17, 2015 to deliver a preliminary concept sketch plan for improvement alternatives at the intersection of Silverado Trail & Pope Street. As part of that scope, new traffic counts were taken at the intersections of SR 29 & Fulton Lane, SR 29 & Pope Street, and Silverado Trail & Pope Street. The traffic counts taken as part of that previous scope revealed that significant shifts in travel patterns had occurred since 2011, when the traffic data for the original DEIR traffic analysis was collected.

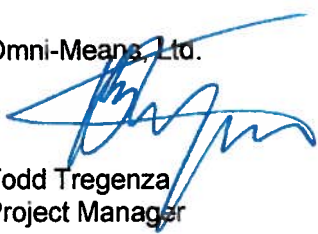
In order to provide a fully defensible EIR traffic analysis, it has been determined that traffic counts should be retaken at all study intersections in the original DEIR traffic analysis, and that the traffic analysis should be updated to reflect these changes in traffic patterns. At the City's request, we have also included three (3) options to address an alternative future scenario that would include analysis of an Adams Street extension to Silverado Trail.

It is not anticipated that the updated traffic analysis will yield new deficiencies, and therefore a recirculation of the DEIR (and formal response to public comment) is not included as part of this work order. If DEIR recirculation is required, additional funds may be required.

Please feel free to give me a call if you have any questions.

Sincerely,

Omni-Means, Ltd.


Todd Tregenza
Project Manager

TBT
M1879PRL001.docx / 25-7343-01

Task 1 Project Management, Meetings, and Coordination

Omni-Means will review all project related material, including site maps, land use quantities, site access locations, project descriptions, project applications, past traffic studies, and agency transportation planning documents. In particular, Omni-Means will thoroughly review the previous traffic analysis for the Hunter Subdivision (Project) DEIR, including the raw 2011 traffic counts that formed the basis of the original analysis, the adjusted traffic volumes published in the document, and related growth projections and assumptions. Omni-Means will also review the City's Circulation Element, and include applicable policies into the Traffic Analysis.

As part of this Task, Omni-Means has included budget to attend up to two (2) public hearings in support of the proposed Project, including Planning Commission and City Council, as necessary. Project team meetings may be substituted for public hearings based on the Client needs.

Task 2 Data Collection

To provide a current database of existing conditions, new AM (7:00 - 9:00 a.m.), PM (3:30 - 5:30 p.m.), and Saturday (3:00 - 6:00 p.m.) peak period traffic counts will be collected at the following locations:

1. Main Street (SR 29) / Fulton Lane
2. Railroad Avenue / Fulton Lane
3. Main Street (SR 29) / Adams Street
4. Railroad Avenue / Adams Street
5. Library Lane / Adams Street
6. Main Street (SR 29) / Hunt Avenue
7. Railroad Avenue / Hunt Avenue
8. Starr Avenue / Hunt Avenue
9. Main Street (SR 29) / Pope Street
10. Starr Avenue / Pope Street
11. Paseo Grande / Pope Street
12. Silverado Trail / Pope Street (including Howell Mountain Road approach)

All traffic counts will be seasonally adjusted to the harvest (crush) season, October, which has historically been shown to have the highest traffic levels. Caltrans traffic counts on SR 29 will be reviewed in order to confirm the appropriate adjustment factor for harvest season from the time the new counts are collected.

Task 3 Analyze Existing Traffic Operations

Based on the data collected in Task 2, existing traffic operations will be analyzed. The original DEIR traffic analysis quantified intersection operations using a now-outdated version of the Highway Capacity Manual (HCM) methodologies. The updated traffic analysis will employ the latest version of these methodologies, HCM 2010, implemented through the latest version of Synchro (*Trafficware*), Version 9. Intersection delay and LOS will be developed, and consistent with the previous DEIR traffic analysis, queuing operations will be updated.

Task 4 Analyze Existing Plus Project Traffic Operations

Project trip generation and distribution estimates from the previous DEIR traffic analysis will be used in the updated traffic analysis. It is assumed that these trip generation and distribution patterns have been previously reviewed and approved by the Client, Project applicant, and City to their respective satisfactions.

The project-generated traffic is presented in Figures IV.L-10, IV.L-11, and IV.L-12 in the previous DEIR traffic section. Omni-Means will superimpose project-generated traffic from the proposed Project onto the existing intersection turning movements to develop *Existing Plus Project* conditions intersection operations. Intersection delay and LOS will be developed, and consistent with the previous DEIR traffic analysis, queuing operations will be updated.

Task 6 Isolate Year 2030 Growth Increment and Send for City Approval

The previous DEIR traffic analysis used a list of planned and approved developments to simulate Year 2020 conditions. Year 2030 conditions were developed by further increasing the resulting Year 2020 traffic volumes by an annual traffic growth rate of 0.75%. Omni-Means will isolate the Year 2030 growth increment applied to in the previous DEIR traffic analysis and submit to the City for approval to move forward.

Note: *This Scope of Work assumes that the previous list of planned and approved developments has not changed in the last 4 years. If new projects have been identified that need to be included in the future analysis scenarios, project trip generation, distribution, and assignment will need to be developed for any new trips associated with those new projects. This work is not included in the Scope of Work.*

Task 7 Analyze Year 2030 (Without Project) Traffic Operations

Omni-Means will superimpose the approved Year 2030 growth increment identified in Task 6 onto the existing intersection turning movements to develop *Year 2030 (Without Project)* conditions intersection operations. Intersection delay and LOS will be developed, and consistent with the previous DEIR traffic analysis, queuing operations will be updated.

Task 8 Analyze Year 2030 (With Project) Traffic Operations

Omni-Means will superimpose project-generated traffic from the proposed Project onto the *Year 2030 (Without Project)* intersection turning movements developed in Task 7 to develop *Year 2030 (With Project)* conditions intersection operations. Intersection delay and LOS will be developed, and consistent with the previous DEIR traffic analysis, queuing operations will be updated.

Task 9 Verify Consistency of Impacts w/ DEIR

It is not anticipated that new project impacts will be identified in Tasks 4 or 8. Omni-Means will verify that the updated analysis does not significantly affect the conclusions of the previous DEIR traffic analysis.

Note: *If new Project impacts are identified as part of Task 9, or during the preparation of any preceding tasks, Omni-Means will cease work to discuss with the Client and*



City. The identification of new Project impacts would significantly affect the level of effort required to update the traffic analysis if a recirculation of the DEIR is subsequently required. This Scope of Work does not include budget to support recirculation of the DEIR.

Task 10 Prepare Draft EIR Traffic Analysis Update

Based on conversations with the Client, a separate traffic study document will not be prepared as part of this Scope of Work. Omni-Means will obtain an editable version of the previous Draft EIR traffic section and update all text to reflect current conditions. Applicable City policies cited in the document will be reviewed to ensure that they reflect the most current City documents.

New figures and tables reflecting the updated traffic analysis will be developed by Omni-Means and reincorporated into the EIR traffic section. The qualitative discussions regarding bicycle, pedestrians, and transit modes will also be updated to reflect any changes to the current City transportation system since preparation of the previous DEIR traffic analysis.

Note: *The updated Draft EIR traffic section will be provided to the Client, Project applicant, and City for review at this time.*

Task 11 Prepare Final EIR Traffic Analysis Update

Based on the Client, Project applicant, and City review of the Draft EIR Traffic Analysis Update, revisions will be made to the EIR section to address comments and/or edits. As previously mentioned under Task 9, we have not included response to public comments triggered by EIR recirculation in this Scope of Work.

Optional Task(s) to Analyze Adams Street Extension

Omni-Means has developed three (3) options to develop an additional "No Project" and "Plus Project" Cumulative Conditions analysis that includes the extension of Adams Street from its current terminus easterly across the Napa River, terminating at Silverado Trail, as a new vehicular connection parallel to Pope Street. If analysis of the Adams Street extension is desired, only one (1) of these options should be included.

Option 1 Obtain Circulation Element Modeling

This option would require the City to provide Omni-Means with the technical traffic modeling efforts performed in conjunction with the City's Draft Circulation Element update. The Draft Circulation Element update includes the extension of Adams Street but the Draft document does not include any quantitative analysis of the extension's redistributive impact on traffic patterns.

Omni-Means would then develop *Year 2030 + Adams Street Extension (Without Project)* intersection and roadway volumes consistent with the methodologies used in the City's Draft Circulation Element analysis. After developing the *Year 2030 + Adams Street Extension (Without Project)* volumes, the City would review and approve Omni-Means's assumptions.



After approval of the "No Project" volumes, the project trip distribution from the previous Draft EIR traffic section would be modified to reflect the redistributive effect of the Adams Street extension. The revised project trip distribution would then be used to superimpose project only traffic onto the "No Project" volumes to develop *Year 2030 + Adams Street Extension (With Project)* conditions.

Option 2 Manual Traffic Redistribution

This option assumes no quantitative backup from the Draft Circulation Element is available to Omni-Means. A manual traffic redistribution would be developed for the Adams Street extension project. Two (2) additional traffic counts would be required for this option, in order gain a more informed understanding of existing east-west traffic flows between SR 29 and Silverado Trail. These count locations would include the Pratt Avenue intersections with SR 29 and Silverado Trail.

Omni-Means would use these additional traffic count locations, in addition to the counts at the Pope Street intersections with SR 29 and Silverado Trail, to develop an assumed redistribution pattern to reflect a new east-west connection along Adams Street between SR 29 and Silverado Trail. After developing the *Year 2030 + Adams Street Extension (Without Project)* volumes, the City would review and approve Omni-Means's assumptions.

After approval of the "No Project" volumes, the project trip distribution from the previous Draft EIR traffic section would be modified to reflect the redistributive effect of the Adams Street extension. The revised project trip distribution would then be used to superimpose project only traffic onto the "No Project" volumes to develop *Year 2030 + Adams Street Extension (With Project)* conditions.

Option 3 Qualitative Discussion

This option would not involve a quantified analysis of the Adams Street Extension project. This option would include a qualitative discussion of the potential retributive effect of the proposed roadway extension. Specifically, this discussion would assert the likely elimination of significant project impacts at the Silverado Trail & Pope Street intersection based on the assumption that project traffic would favor the more direct Adams Street connection.

Project Schedule and Cost Estimate

Hunter Subdivision EIR Traffic Analysis Update | Urban Planning Partners



As presented in the table below, Omni-Means proposes a budget of \$26,840 to complete this Scope of Work within eight (8) weeks, including City/Client review periods. Delays in review periods may affect the proposed schedule. This budget would not include any of the optional task alternatives. In the table below, the budgets including the optional tasks are included.

Task	Task Description	Project Schedule								Principal \$225	Project Manager \$138	Staff Engineer \$110	Outside Services/ \$	Total Hours	Total Cost
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8						
Task 1	Project Management, Meetings, and Coordination									2	40			42	\$5,970
Task 2	Data Collection										2		\$5,720	2	\$5,996
Task 4	Analyze Existing Traffic Operations										4	16		20	\$2,312
Task 5	Analyze Existing Plus Project Traffic Operations										4	12		16	\$1,872
Task 6	Isolate Cumulative Growth and Send for City Approval											4		4	\$440
Task 7	Analyze Year 2030 (Without Project) Traffic Operations										4	16		20	\$2,312
Task 8	Analyze Year 2030 (With Project) Traffic Operations										4	12		16	\$1,872
Task 9	Verify Consistency of Impacts w/ DEIR										2	4		6	\$716
Task 10	Prepare Draft Traffic Assessment									1	8	24		33	\$3,969
<i>City/Client Review Period</i>															
Task 11	Prepare Final Traffic Assessment									1	2	8		11	\$1,381
<i>Optional Tasks</i>															
Option 1	Obtain Circulation Element Modeling									1	4	16		21	\$2,537
Option 2	Manual Traffic Redistribution									1	4	24	\$953	29	\$4,370
Option 3	Qualitative Discussion									1	2	8		11	\$1,381
Total Budget without Optional Tasks										\$900	\$9,660	\$10,560	\$5,720		\$26,840
<i>Total Budget with Optional Task 1</i>										<i>\$1,125</i>	<i>\$10,212</i>	<i>\$12,320</i>	<i>\$5,720</i>		<i>\$29,377</i>
<i>Total Budget with Optional Task 2</i>										<i>\$1,125</i>	<i>#####</i>	<i>#####</i>	<i>\$6,673</i>		<i>\$31,210</i>
<i>Total Budget with Optional Task 3</i>										<i>\$1,125</i>	<i>\$9,936</i>	<i>#####</i>	<i>\$5,720</i>		<i>\$28,221</i>



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

Agenda Section: Consent Calendar

Subject: Approve Resolution Finding an Exemption from CEQA for the 2015 Pavement Rehabilitation Project; Approving and Adopting the Project Manual; and Authorizing the Bid Request for 2015 Pavement Rehabilitation Project for designated streets

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

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

Approved By: April Mitts, Finance Director/Acting City Manager

BACKGROUND

The Adopted 2015-2020 Capital Improvement Plan and 2015/2016 Annual Budget include the 2015 Pavement Rehabilitation Project to rehabilitate various roadways throughout the City.

Interwest Consulting Group, Inc. (Interwest) has completed the Project Manual and the Project is now ready for bidding.

DISCUSSION

The 2015 Pavement Rehabilitation Project provides slurry seal and microsurfacing treatments to streets within the City. The 2014 Pavement Management Program Update (PMP) was used as the starting point for the list of streets to be treated, followed by a visual evaluation of select streets by Interwest. Selection for inclusion in this year's Project was based on the PMP, visual evaluation, geographic location, and available funding.

The following streets are planned to receive slurry seal as part of this Project:

- Vineyard Avenue - Hillview Place to north end of street
- Doris Avenue
- Doris Court
- Hillview Place/Oak Avenue - Madrona Avenue to Spring Mountain Road
- Elmhurst Avenue - Main Street to Spring Mountain Road
- Quail Court
- North Crane Avenue - Southern end to Spring Street

This Project includes micosurfacing treatment for Railroad Avenue. The work on Railroad Avenue will also include removal and replacement of 6 curb ramps to meet current accessibility standards. The angled parking stalls along Railroad Avenue between Hunt Avenue and Adams Street are located outside of the City right of way, and are on private property owned by the Napa Valley Wine Train. Pavement rehabilitation within the parking area is included as a bid alternate, and work in that area will not be funded by the City. City staff is working with the Napa Valley Wine Train on a funding agreement. If an agreement with the Napa Valley Wine Train can be reached, then rehabilitation of the angled parking will be included in this Project.

A Project Map is included as Attachment 2, and the Project Manual is available for review at City Hall, and at www.blueprintexpress.com/sthelenia.

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

FISCAL IMPACT

The current engineer's estimate for the construction contract including bid alternate is \$180,600. The estimated Project expenditure summary is provided in the table below.

Description	Amount
Preliminary engineering and design	\$ 11,540
Construction management/inspection	\$ 21,600
Construction Contract	\$ 180,600
Contingency (10%)	\$ 18,060
Total	\$ 231,800

The Fiscal Year 2015/2016 budget includes \$276,601 for Capital Improvement Project R-74 2015 Pavement Rehabilitation. The total estimated Project cost of \$231,800 is within the current project budget, and there is no need for budget adjustments at this time.

RECOMMENDED ACTION

Approve Resolution Finding an Exemption from CEQA; Approving and Adopting the Project Manual; and Authorizing the Bid Request for 2015 Pavement Rehabilitation Project

ATTACHMENTS

1. Resolution
2. Project Map

CITY OF ST. HELENA

RESOLUTION NO. 2015-_____

**FINDING THE 2015 PAVEMENT REHABILITATION PROJECT EXEMPT FROM
CEQA; APPROVING AND ADOPTING THE PROJECT MANUAL; AND
AUTHORIZING THE BID REQUEST FOR 2015 PAVEMENT REHABILITATION
PROJECT**

- A. The City of St. Helena is responsible for maintenance of public streets within the City limits; and
- B. The 2015 Pavement Rehabilitation Project includes maintenance of existing streets with microsurfacing and slurry seal, which does not expand or increase the existing street capacity; and
- C. The Project Manual for R-74 2015 Pavement Rehabilitation Project has been prepared Interwest Consulting Group, Inc., reviewed by the City Engineer, and presented for approval and authorization to bid.

RESOLUTION

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

- 1. The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities; and
- 2. The Project Manual, available online and for viewing at City Hall, 1480 Main Street, is hereby approved; and
- 3. The City Engineer is authorized to solicit bids for the subject project.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

ATTEST:

Alan Galbraith
Mayor

Cindy Black
City Clerk

