



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

ST. HELENA CITY COUNCIL
REGULAR MEETING
JANUARY 26, 2016

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

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

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

PRESENTATIONS AND PUBLIC RECOGNITIONS

- 6. Oath of Office – St. Helena Police Officer Stephen Coultrup**

CONSENT ITEMS: Members of the Council or the public may ask that any items be considered individually for purposes of considering alternative action, for extended discussion, or for public comment. Unless that is done, one motion may be used to adopt all recommended actions. (Roll Call Vote)

7. Second reading of proposed modifications to the St. Helena Municipal Code Chapter 2.48 to repeal sections authorizing a private Fire Department Corporation, and establish the Fire Department as a City Department

CEQA Status: Not a CEQA Project
Lead Staff: Jennifer Phillips, City Manager and
John Sorenson, Fire Chief
Recommendation: Adopt by title only

8. Second reading of an Ordinance amending Title 17 of the Municipal Code relating to cottage food operations in dwellings

CEQA Status: Categorically Exempt Pursuant to CEQA Guidelines Section 15301, 15305, and 15061(b)(3)
Lead Staff: Noah Housh, Planning and Community Improvement Director
Aaron Hecock, Senior Planner
Recommendation: Adopt by title only

9. Second reading of an Ordinance adding Chapter 17.126 to the St. Helena Municipal Code to prohibit marijuana cultivation, dispensaries and deliveries within the City of St. Helena, subject to limited exceptions, and repealing St. Helena Municipal Code Chapter 9.18

CEQA Status: The Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the “General Rule” Section 15061(b)(3), where it can be seen with certainty that the proposed action will have no significant effect on the environment. Moreover, the adoption of this Ordinance is further exempt from CEQA because the Ordinance does not change, but instead codifies existing City law and practice.
Lead Staff: Noah Housh, Planning and Community Improvement Director
Recommendation: Adopt by title only

10. Second reading of proposed amendments to the City’s Purchasing Ordinance, St. Helena Municipal Code Chapter 3.04.175, Procurement Process for Declared Emergencies

CEQA Status: Not a CEQA Project
Lead Staff: April Mitts, Finance Director
Tracey Perkosky, Grants Manager
Recommendation: Adopt by title only

11. Administrative correction to Ordinance 2015-8 Amendments to the City’s Purchasing System Ordinance, St. Helena Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects. The proposed correction corrects the erroneous dollar figure in section 3.04.230 D from (\$185,500.00 to \$187,500)

CEQA Status: Not a CEQA Project
Lead Staff: Cindy Black, City Clerk

Recommendation: Approve

PUBLIC HEARING:

12. Consideration and proposed approval of a resolution adopting a Tentative Parcel Map Extension-Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue

CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration

Lead Staff: Noah Housh, Planning and Community Improvement Director

Recommendation: Open/close Public Hearing and adopt

13. Introduction and first reading of Zoning Code Text Amendment - Amendments To The City's Zoning Ordinance, St. Helena Municipal Code ("SHMC") Chapter 17.40, Eliminating Certain Floor Area Ratio Exemptions in the Medium Density Residential District

CEQA Status: The Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3), where it can be seen with certainty that the proposed action will have no significant effect on the environment.

Lead Staff: Noah Housh, Planning and Community Improvement Director

Recommendation: Open/close Public Hearing and introduce by title only

NEW BUSINESS:

14. Discussion and determination of Tree Committee membership of Scott Freeland due to moving outside of St. Helena City limits

CEQA Status: Not a CEQA Project

Lead Staff: Cindy Black, City Clerk

Recommendation: Discuss and advise

15. Consideration and proposed approval of a resolution authorizing the Police Department to fund one Police Officer position, effective May 1, 2016, at a cost of not more than \$19,568.50

CEQA Status: Not a CEQA Project

Lead Staff: William Imboden, Chief of Police

Recommendation: Adopt

16. Consider Approval of Recommendation to Contract with a Forensic Accountant, Direct Staff to Return with an Agreement for Council Approval, and Receive and File Report on Analysis of the Comprehensive Flood Control Project

CEQA Status: Not a CEQA Project

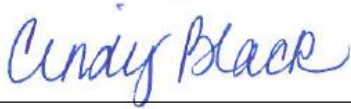
Lead Staff: April Mitts, Finance Director

Tracey Perkosky, Grants Manager

Recommendation: Informational only

ADJOURNMENT The next Regular City Council meeting is scheduled for February 9, 2016, 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 January 22, 2016.



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://cityofsthenana.org> and will be available for public review at the respective meeting.



Report to the City Council
Council Meeting of January 26, 2016

Agenda Section: Consent

Subject: Second Reading and Proposed Adoption of Modifications to the St. Helena Municipal Code Chapter 2.48 Fire Department

CEQA Status: Not a CEQA Project

Prepared By: Jennifer Phillips, City Manager
John Sorenson, Fire Chief

Approved By: Jennifer Phillips, City Manager

BACKGROUND

In 1911, the City created a pay-per-call fire department which has evolved from 10 firefighters to 27 firefighters. The firefighters consist of local men and women who dedicate their time and energy to protecting the City. They are all members of the St. Helena Fire Department Association, which has been fully responsible for hiring and managing the firefighters since its inception. The Association has been very generous with its contributions to the operations of the Fire Department that includes equipment and fire apparatus. The City is responsible for the liability coverage and workers' compensation coverage for all firefighters. Firefighters are paid for each call they respond to, as well as training and active duty work. In addition, the firefighters participate in out of county strike team and in-county fire assignments at the request of the State for which their entire pay is fully reimbursed by the State.

The Fire Department currently consists of 26 suppression personnel, one Fire Chief, one Fire Marshal, and one administrative manager. Of the 26 suppression personnel, the positions include one 1st Assistant Chief, one 2nd Assistant Chief, six Captains, seven Engineers and 11 Firefighters. Currently Firefighters are paid on a pay-per-call basis of \$16.00 per call for day calls and \$20.00 for calls between the hours of 10:00 pm and 6:00 am. Resolution 2012-60 updated firefighter active duty pay to \$30.00 per hour. In addition, the 1st and 2nd Assistant Chiefs receive \$315 per month in classification pay; the Captains receive \$210 per month in classification pay; and Engineers receive \$105 month in classification pay.

The Fire Chief is appointed by the City Council for a three year term after considering recommendations from the Association. The Fire Chief reports directly to the City Council, serves as a member of the Executive Team, and is paid by the City for eight

hours of work each week. He is responsible for the overall management, suppression and fire prevention duties of the Fire Department. The Fire Department also has a full-time administrative mid-manager responsible for the day-to-day administrative matters such as contracts, payroll, supplies, purchase orders, and records management. Both the Fire Chief and the Mid-Manager are City employees and are part of the City's payroll system.

The firefighters are considered independent contractors by the City. Under this system, the City issues each firefighter a check through the accounts payable system. At the end of the year, the firefighters receive an IRS form 1099.

The introduction and first reading of this Ordinance was heard by the City Council on January 12, 2016.

DISCUSSION

Following a review of the Fire Department service model, the City has determined that the firefighters should be permanent part-time employees, rather than independent contractors or volunteers for the following reasons: 1) firefighters who receive active duty pay for some firefighter work cannot also be considered volunteers for other similar work; 2) the change to part-time employment status will ensure that the firefighters can, at their current pay rate, continue serving on strike teams which is important training for the firefighters and provides vital fire suppression services for surrounding communities; 3) the means by which the City assigns work to the firefighters is consistent with part-time employment status; and 4) establishing a career fire department with some or all firefighters serving as full-time employees would cost the City several hundred thousand dollars annually.

Implementation of this new service model will require the City to create 30 part-time positions limited to 950 hours per year. Any hours earned by a part-time employee above 1,000 would be subject to inclusion into the Public Employees Retirement System (PERS) and both the City and the employee would be required to make contributions. Therefore, all part-time fire department staff will be expressly limited to less than 1,000 hours annually. The positions would be included as part of the payroll system, appropriate taxes would be withheld and a W2 would be issued to each employee at the end of the year.

As part of this service model review, the hourly and classification rates were also considered. Staff recommends increasing the pay-per-call rate from \$16.00 to \$25.00 per hour, thereby making duty pay and call pay equal. This means that for emergency calls, the Firefighters receive a raise, but for active duty time, they will receive a reduction in pay. The Fire Department receives approximately 760 calls per year, of which 680 are one hour calls. Generally five to ten pay-per-call firefighters respond to the call. Currently, this amount is \$16.00 and \$20.00 for night calls, and covers just responding to the call all the way through entire length of the call. Under staff's

recommended change, each responding firefighter would receive \$25.00 for responding to the call through the first hour. For calls that are longer than one hour, the firefighters on the call would be paid in 15 minute increments. Classification pay for the Assistant Chiefs, Captains and Engineers will continue as described above. In addition, the Fire Marshal position will be compensated at \$45.00, due to the additional skills required for the job.

Finally, Assistant Chiefs, and on a rare occasion Captains, will be paid stand-by pay when required to be on standby in the absence of the Fire Chief. Standby pay will be at a rate of \$50.00 per 24 hour period.

This change will also have an impact on administrative staff. The Administrative Manager will be assigned the orientation, recruitment and when necessary separation paperwork of the 30 part-time staff and the Finance Department will be required to incorporate the 30 part-time staff into the payroll system. However, work will be reduced in the accounts payable section. The Fire Chief will be responsible for hiring new employees, employee evaluations and performance expectations as he is today, but under a more structured City system. The Fire Chief will also continue to be responsible for safety and training for the firefighters. A personnel policy specifically for the part-time fire department personnel is being developed and will be implemented along with this service model if approved by Council.

Finally, the St. Helena Municipal Code Chapter 2.48 requires updating to reflect this new service model. The St. Helena Fire Department will become a department of the City and the Fire Chief will still be appointed by the City Council, but will report to the City Manager. All personnel management will be conducted by the City's Administrative Manager, while all administration and operations of the Fire Department will be the direct responsibility of the Fire Chief.

FISCAL IMPACT

The FY 2015-16 Fire Department budget for firefighters is \$220,000. The proposed service model will cost approximately \$344,157 for a full year, requiring an increase in the FY 2016-17 budget of \$124,157. The proposed changes would go into effect January 1, 2016, which would require a budget adjustment from Assigned General Fund Reserves in the amount of \$62,079. However, the City has received a modest increase in property tax and sales tax revenue above projected amounts in the FY 2015-16 budget. This additional revenue will be used to cover this expense.

RECOMMENDED ACTION

Staff recommends the City Council of the City of St. Helena waive the second reading and adopt the ordinance by title only.

ATTACHMENTS

1. Proposed Ordinance for Chapter 2.28

CITY OF ST. HELENA

ORDINANCE NO. 2016-

**AMENDING CHAPTER 2.48 OF THE ST. HELENA MUNICIPAL CODE TO: REPEAL
SECTIONS AUTHORIZING A PRIVATE FIRE DEPARTMENT CORPORATION, AND
ESTABLISHING THE FIRE DEPARTMENT AS A CITY DEPARTMENT**

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

SECTION 1. Chapter 2.48 is hereby amended to read as set forth in the attached Exhibit A.

SECTION 2. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 2.48 of the St. Helena Municipal Code is not a Project subject to, and also exempt from, the provisions of the California Environmental Quality Act (Public Resources Code Section 2100, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061 (b)(1), 15061(b)(2), and 15061 (b)(3).

SECTION 3. Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this Ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section", "Chapter" or other such appropriate word or phrase to accomplish this intention.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 12th day of January 2016, and was adopted at a regular meeting of the St. Helena City Council on the ____ the day of _____ 2016, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of January, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ the day of _____ 2016 by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

ATTEST:

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

EXHIBIT A**Chapter 2.48
FIRE DEPARTMENT**

Sections:

2.48.010 Establishment of fire department.

2.48.020 Fire Chief

2.48.030 Monthly drills.

2.48.040 Ownership of fire department equipment.

2.48.050 Duties of chief.

2.48.060 Primary responsibility to city.

2.48.070 Fire Marshal

2.48.010 Establishment of fire department.

A department to be hereafter known as the "St. Helena Fire Department" of the city, hereinafter called the fire department, the primary purposes of which shall be the prevention and suppression of fire and the protection of life and property within the city limits is created. The fire department shall consist of the Fire Chief, the Fire Marshal, and as many employees as the city manager may designate, as set forth in Section 2.12.060(B)(2).

(Prior code § 5A.1)

2.48.020 Fire Chief.

There shall be a chief of the fire department who shall be appointed by the city council. The chief shall be appointed every three years in February of the three-year cycle. The fire department may recommend to the city council prior to appointment of a chief its choice or choices for chief. The Chief shall report directly to and be supervised by the City Manager as set forth in Section 2.12.060(B)(2).

2.48.030 Monthly drills.

The fire department shall conduct, at least twice a month, suitable drills or instruction in the operation and handling of equipment, first aid and rescue work, salvage, a study of buildings in the city, fire prevention, water supplies and all other matters generally considered essential to the safety of life and property from fire. (Prior code § 5A.5)

2.48.040 Ownership of fire department equipment.

All the equipment now owned or which may be acquired hereafter by the fire department shall belong to the city. (Prior code § 5A.7)

2.48.050 Duties of chief.

The duties of the chief shall include all of the following: (1) be responsible for the morale and general efficiency of the fire department, (2) take charge of any fire that may occur, (3) see that complete records are kept of all fires, inspections, apparatus and equipment, (3) serve as the Head of the Fire Department with responsibility for supervising Department employees, making recommendations to the City Manager regarding personnel actions pursuant to Section 2.12.060 (B)(2), and taking personnel actions as authorized by the City's personnel policies and rules, and (4) perform all duties imposed upon the chief by all applicable laws, and rules and regulations of the City. In the absence of the chief, the next ranking officer of the fire department shall discharge the chief's duties and exercise the chief's powers. (Prior code § 5A.8)

2.48.060 Primary responsibility to city.

The primary responsibility of the fire department is to provide fire protection and suppression to the territory within the city; provided, however, the city council may enter into agreements with the county or other public agencies to provide fire suppression services outside the city limits and to provide for mutual aid. (Prior code § 5A.9)

2.48.070 Fire Marshal

The fire chief shall recommend to the City Manager the appointment of a fire marshal to administer the uniform fire code inspection program. The fire marshal shall have power to inspect all premises within the city at any and all reasonable times for the purpose of determining if any State laws, provisions of this code or any ordinances of the city, or any regulations of the city council are being violated, or any conditions exist, which, in the fire marshal's judgment, create fire hazards.

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Report to the City Council
Council Meeting of January 26, 2016

Agenda Section: Consent

Subject: Second reading and proposed adoption of Ordinance amending Title 17 of the Municipal Code relating to cottage food operations in dwellings.

CEQA Status: Categorically Exempt Pursuant to CEQA Guidelines Section 15301, 15305, and 15061(b)(3)

Prepared By: Noah Housh, Planning and Community Improvement Director
Aaron Hecock, Senior Planner *NH*

Approved By: Jennifer Phillips, City Manager *JPH*

BACKGROUND

Assembly Bill 1616, also known as the California Homemade Food Act, became effective on January 1, 2013 (see Attachment 2). The Act exempts home-based food businesses known as "cottage food operations" from State regulations that apply to traditional food production. AB 1616 established a list of non-potentially hazardous foods and can be generally described as food products that do not require refrigeration.

The current list includes:

1. Baked goods without cream, custard, or meat fillings, such as breads, biscuits, churros, cookies, pastries, and tortillas;
2. Candy, such as brittle and toffee;
3. Chocolate-covered nonperishable foods, such as nuts and dried fruit;
4. Dried fruit;
5. Dried pasta;
6. Dry baking mixes;
7. Fruit pies, fruit empanadas, and fruit tamales;
8. Granola, cereals, and trail mixes;
9. Herb blends and dried mole paste;
10. Honey and sweet sorghum syrup;
11. Jams, jellies, preserves, and fruit butter;
12. Nut mixes and nut butters;
13. Popcorn;
14. Vinegar and mustard;
15. Roasted coffee and dried tea; and
16. Waffle cones and pizelles.

The act divides cottage food operations into two categories, "Class A" and "Class B." Class A operations are those that involve "direct sales," defined as sales directly between the operation and the consumer. Class A operations need only "register" with the County of Napa and self-certify their compliance with State health regulations with the County. Class A's do not require an initial or routine inspection by the County unless there has been a consumer complaint. Class B operations are those that involve both direct sales and "indirect sales," defined as sales involving a third-party retailer. Class B operations require a "permit" from the County of Napa after the conclusion of an initial inspection by the County. Class B's are inspected annually and when a consumer complaint is received. Both categories require a City of St. Helena Business License and include a gross sales limitation of (\$35,000 for 2013, \$45,000 for 2014) \$50,000 for 2015, and thereafter.

As of January 1, 2013, the Napa County Division of Environmental Health began registering and permitting cottage food operations. The County refers applicants to incorporated cities to sign off on the application.

While the County of Napa is responsible for the majority of the regulations implementing AB 1616, the Act states that cities "shall not prohibit a cottage food operation ... in any residential dwellings ..." and provides cities with three options:

- 1. Classify cottage food operations as a permitted use in a dwelling unit;*
- 2. Provide for a non-discretionary administrative permit that does not require a public hearing when the applicant satisfies "reasonable standards, restrictions, and requirements concerning spacing and concentration, traffic control, parking, and noise control;" and/or*
- 3. Provide for a zoning administrator process where a permit is granted if the applicant satisfies "reasonable standards, restrictions, and requirements concerning the following: spacing and concentration, traffic control, parking, and noise control relating to those homes."*

Additionally, the act requires the following:

- 1. Cottage food operations shall be an allowable use within all dwelling units;*
- 2. Cottage food operations will not constitute a change in occupancy for the purpose of the California Building Code and the California Fire Code;*
- 3. Cottage food operations may have one employee who is not a family member; and*
- 4. Cottage food operations may directly sell to consumers from the dwelling unit.*

The introduction and first reading of this Ordinance was heard by the City Council on January 12, 2016.

PROPOSED ORDINANCE

Chapter 17.116 "Accessory Buildings, Structure, Dwellings and Uses" establishes rules and regulations for various accessory uses, including home occupations. In order to

implement AB 1616, staff proposes a new section specific to cottage food operations with a two-tiered approach that combines the first two options outlined by AB 1616.

The first tier allows for cottage food operations without a non-family member employee and without direct sales. Cottage food operations that can comply with the following standards do not require a permit through the Planning Department and may begin operation once they have registered or obtained a permit from Napa County and have obtained a business license from the City:

- 1. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than twenty-five percent of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.*
- 2. The use is carried on only by a family member or household member occupying the dwelling, with no other person employed.*
- 3. The cottage food operation shall not invite customers to the residence and the operation shall not transact business with customers at the residence.*
- 4. No signage or advertisement identifying the cottage food operation shall be permitted at the premises.*
- 5. There shall be no change in the outside appearance of the dwelling unit or premises, or other visible evidence of the conduct of such cottage food operation.*
- 6. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation.*
- 7. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.*
- 8. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section 114365 of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.*
- 9. The cottage food operator shall furnish to the City evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the County of Napa.*

The second tier provides for "expanded cottage food operations" and will allow for one non-family member employee and/or direct sales. Expanded cottage food operations will be subject to approval of an administrative permit. Administrative permits are used to streamline the use permit process or to comply with State laws for specific uses where performance standards are established and public hearings are not permitted by State law. Because expanded cottage food operations that have an employee and/or customer traffic differ in operation from cottage food operations, staff believes that a process that allows for the notification of all property owners within 300 feet of the

issuance of an administrative permit is appropriate. The proposed standards for expanded cottage food operations are listed below:

- 1. The applicant for the cottage food operation permit shall be the individual who conducts the cottage food operation from his or her private dwelling unit and is the owner of the cottage food operation. The permit shall not be transferable to another operator, nor transferable to another site.*
- 2. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than twenty-five percent of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.*
- 3. One cottage food employee, as defined by California Health and Safety Code Section 113758(b)(1), is permitted to be employed by the cottage food operation in addition to any family member or household member occupying the dwelling.*
- 4. One sign affixed near the entrance of the dwelling and no greater than one square foot in size may be permitted.*
- 5. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation including outdoor sales and visitation.*
- 6. Direct sales of products from the site of the cottage food operation shall be conducted by prior appointment only, and shall not exceed more than two visitors in any single day. No customers of the cottage food operation shall be permitted to dine at the premises.*
- 7. No greater than one visitor's vehicle and one non-resident employee's vehicle shall be parked on site at any time.*
- 8. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.*
- 9. Direct sales and cottage food operation related deliveries shall not occur between the hours of 6 p.m. and 8 a.m.*
- 10. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section 114365 of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.*
- 11. The applicant shall furnish to the City evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the County of Napa.*
- 12. A business license is required for all cottage food operators.*
- 13. All property owners within 300 feet of the cottage food operation shall be notified upon permit issuance.*

In addition to creating a new Section 17.116.045 of the Zoning Ordinance, the following amendments are proposed to implement the details of the cottage food regulations (see Attachment 1):

1. *Add a definition of cottage food operations and cottage food products to Chapter 17.04; and*
2. *Add "cottage food operations" as a permitted accessory use to all zoning districts that allow for dwelling units, subject to the provisions of Section 17.116.045, as follows: the Twenty-Acre Agriculture (A-20), Winery (W), Agricultural Preserve (AP), Low Density Residential (LR), Low Density Residential One Acre Minimum (LR-1A), Medium Density Residential (MR), and High Density Residential (HR) Districts, Central Business (CB), Service Commercial (SC), Business and Professional Office (BPO), Industrial (I), and Woodlands and Watershed (WW) Districts.*

ANALYSIS

GENERAL PLAN

The proposed regulations are consistent with Land Use Policy 4.3.1 which seeks to "[p]reserve the rural small town quality of St. Helena...", and Tourism Management Guiding Policy 3.4.1 which seeks to "[p]rohibit any visitor-serving activity or development which would compromise the quality of life for St. Helena residents. Furthermore, the addition of cottage food operations is consistent with Land Use Guiding Policy 2.6.26 which seeks to "[d]esignate sufficient acreage to accommodate needed local-serving commercial uses within the community," and Land Use Guiding Policy 2.6.39 which states, "All retail businesses shall conform to a scale commensurate and compatible with the small town character of St. Helena."

ZONING

The proposed ordinance establishes performance standards to ensure the compatibility between the cottage food operation and the residential character of neighborhoods in which the business may be located within, consistent with the Zoning Ordinance purpose of: 1) protecting and promoting the public health, safety, moral, peace, prosperity and general welfare; 2) encouraging orderly, compatible and beneficial uses of land; 3) minimizing conflicts which might result from incompatible and inappropriate land uses; 4) maintaining and enhancing the desirable character of the city and its various neighborhoods and areas; and 5) lessening congestion on streets. (SHMC Section 17.04.020).

CEQA

Staff has determined that the Zoning Ordinance text amendment would not have a significant effect on the environment and is Categorically Exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1 - Existing Facilities, Section 15305, Class 5 - Minor Alteration in Land Use Limitations, and by the General Rule, Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This proposed Zoning Ordinance text amendment would establish an administrative permitting process for

cottage food operations to be conducted within a portion of existing dwelling units as an accessory use to the residence involving negligible or no expansion of the dwellings. The proposed Zoning Ordinance text amendment would not have a significant effect on the environment.

FISCAL IMPACT

Staff time will be required in order to administer these potential changes to the Municipal Code. A Cottage Food permit application will need to be created, a administration fee established and applications will need to be reviewed by staff prior to the issuance of a permit.

PLANNING COMMISSION REVIEW

On September 3, 2013, the Planning Commission reviewed the staff report and heard public comments on the Municipal Code changes described in this report. Although the Commission discussion was varied and several individual comments were made on the cottage food issue, the Commission as a whole, identified two specific changes that should be considered with the proposed Ordinance revisions. These recommended elements are listed below for Council consideration:

1. Prohibit direct sales from 6 p.m. to 8 a.m. opposed to 8 p.m. to 7 a.m.; and
2. Notify all property owners within 300 feet when a permit is issued.

Each of these provisions have been added to the draft revised ordinance amendments.

RECOMMENDED ACTION

The Planning Commission and the Planning and Community Improvement Department recommends that the City Council conducts the second reading and adopt by title only the proposed Ordinance amending the City's Municipal Code allowing for cottage food operations within the City, as directed by the State of California.

ATTACHMENTS

1. Ordinance for amendments to Title 17 of the Municipal Code

CITY OF ST. HELENA

ORDINANCE NO. ____

**AMENDING TITLE 17 OF THE ST. HELENA MUNICIPAL CODE
RELATING TO COTTAGE FOOD OPERATIONS IN DWELLINGS**

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

SECTION 1: Section 17.04.160.B "Definitions" of Chapter 17.04 "General Provisions and Definitions" is amended by adding two new definitions to read as follows:

"Cottage food operation" means an enterprise within the registered or permitted area of a dwelling unit where the cottage food operator, as defined by California Health and Safety Code Section 113758, resides and where cottage food products pursuant to California Health and Safety Code Section 113758 are prepared or packaged for direct, indirect, or direct and indirect sale to consumers.

"Cottage food products" means foods that are prepared for sale in the home kitchen of a person's primary private home and are not potentially hazardous food, as defined in Section 113871 of the California Health and Safety Code. Cottage food products include, but are not limited to, nonpotentially hazardous baked goods without cream, custard, or meat fillings, such as breads, biscuits, churros, cookies, pastries, and tortillas; candy, such as brittle and toffee; chocolate-covered nonperishable foods, such as nuts and dried fruit; dried fruit; dried pasta; dry baking mixes; fruit pies, fruit empanadas, and fruit tamales; granola, cereals, and trail mixes; herb blends and dried mole paste; honey and sweet sorghum syrup; jams, jellies, preserves, and fruit butter; nut mixes and nut butters; popcorn; vinegar and mustard; roasted coffee and dried tea; waffle cones and pizelles; and similar products.

SECTION 2: Chapter 17.116 "Accessory Building, Structures, Dwellings and Uses" of Title 17 of the St. Helena Municipal Code is hereby amended to add a new Section 17.116.045 to read as follows:

17.116.045 Cottage Food Operations.

- A. Purpose. The purposes of this section are to: implement requirements of Assembly Bill 1616 which amended State law to require municipalities to allow for cottage food operation within residences; establish reasonable standards allowed by State law to provide that cottage food operations within residences do not create unreasonable impacts or endanger public health, safety or welfare; and ensure compatibility of cottage food operations with the residential character of the neighborhoods in which cottage food operations are located.

- B. Definition. A cottage food operation is an enterprise within the registered or permitted area of a dwelling unit where the cottage food operator, as defined by California Health and Safety Code Section 113758, resides and where cottage food products pursuant to California Health and Safety Code Section 113758 are prepared or packaged for direct, indirect, or direct and indirect sale to consumers.
- C. Applicability. A cottage food operation is a an accessory use permitted in any legally established dwelling, subject to standards in Subsection D and E, and is a distinct use from a home occupation. This section only applies to cottage food operations and is not applicable to home occupations as defined in Section 17.116.040.
- D. Standards. Cottage food operations are permitted accessory uses to residences provided that all of the following standards are met:
1. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than twenty-five percent of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.
 2. The use is carried on only by a family member or household member occupying the dwelling, with no other person employed.
 3. The cottage food operation shall not invite customers to the residence and the operation shall not transact business with customers at the residence.
 4. No signage or advertisement identifying the cottage food operation shall be permitted at the premises.
 5. There shall be no change in the outside appearance of the dwelling unit or premises, or other visible evidence of the conduct of such cottage food operation.
 6. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation.
 7. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.
 8. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section 114365 of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.
 9. The cottage food operator shall furnish to the City evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the County of Napa.
- E. Expanded Cottage Food Operations. Exceptions to the standards established in subsections D.2 and D.3 may be granted with the approval of an administrative permit for an expanded cottage food operation provided that all of the following standards are met:
1. The applicant for the cottage food operation permit shall be the individual who conducts the cottage food operation from his or her private dwelling unit and is the

owner of the cottage food operation. The permit shall not be transferable to another operator, nor transferable to another site.

2. The use shall be conducted within the kitchen of the subject dwelling unit except for attached rooms within the dwelling that are used exclusively for storage or bookkeeping. No greater than twenty-five percent of the dwelling may be used for the cottage food operations, and it shall not be conducted within an accessory building.
3. One cottage food employee, as defined by California Health and Safety Code Section 113758(b)(1), is permitted to be employed by the cottage food operation in addition any family member or household member occupying the dwelling.
4. One sign affixed near the entrance of the dwelling and no greater than one square foot in size may be permitted.
5. Except for vehicle parking, no outdoor portions of the premises shall be utilized for cottage food operation including outdoor sales and visitation.
6. Direct sales of products from the site of the cottage food operation shall be conducted by prior appointment only, and shall not exceed more than ten visitors in any single day. No customers of the cottage food operation shall be permitted to dine at the premises.
7. No greater than one visitor's vehicle and one non-resident employee's vehicle shall be parked on site at any time.
8. Vehicles displaying advertising or signs must be parked inside a garage at all times while at the premises.
9. Direct sales and cottage food operation related deliveries shall not occur between the hours of 6 p.m. and 8 a.m.
10. The cottage food operation shall be registered or permitted by the Napa County Environmental Health Officer in accordance with Section 114365 of the California Health and Safety Code. Cottage food operations shall comply with all California Health and Safety Code requirements.
11. The applicant shall furnish to the City evidence of the application for or issuance of the necessary permits and/or registration of cottage food operations from the County of Napa.
12. A Business License is required for all cottage food operators.
13. All property owners within 300 feet of the cottage food operation shall be notified upon permit issuance.

SECTION 3: Section 17.20.050 "Accessory uses, buildings and structures" of Chapter 17.20 "Twenty-Acre Agriculture (A-20) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.20.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the A-20 district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers, and other accessory buildings and structures without plumbing or cooking facilities;
- B. Home occupations subject to the provisions of Chapter 17.116;
- C. Roadside stands, not to exceed two hundred (200) square feet in floor area, for the sale of agricultural products produced on site;
- D. Signs subject to the provisions of Chapter 17.148;
- E. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children in compliance with the Uniform Building Code;
- F. Cottage food operations subject to the provisions of Section 17.116.045.
- ~~F.—G.~~ Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08. (Ord. 07-4 § 2 (part); Ord. 03-4 § 4: prior code § 27.23. Formerly 17.20.040)

SECTION 4: Section 17.24.050 “Accessory uses, buildings and structures” of Chapter 17.24 “Winery (W) District” of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.24.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the W district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers and other accessory buildings and structures;
- B. Roadside stands, not to exceed two hundred (200) square feet in floor area, for the sale of agricultural products produced on site;
- C. Signs subject to the provisions of Chapter 17.148;
- D. Cottage food operations subject to the provisions of Section 17.116.045.
- ~~D.—E.~~ Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08.

SECTION 5: Section 17.28.020 “Permitted uses” of Chapter 17.28 “Agricultural Preserve (AP) District” of the St. Helena Municipal Code is amended to add a new subsection C to read as follows (additions shown by underline):

C. Cottage food operations subject to the provisions of Section 17.116.045.

SECTION 6: Section 17.32.050 “Accessory uses, buildings and structures” of Chapter 17.32 “Low Density Residential (LR) District” of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.32.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the LR district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers and other accessory buildings or structures without plumbing or cooking facilities;
- B. Home occupations subject to the provisions of Chapter 17.116;
- C. Family day care home serving twelve (12) or fewer children;
- D. Lodging house providing housing for not less than thirty (30) consecutive days for not more than two paying occupants, when located within the principal building, one on-site parking space is provided for each room, and the dwelling is owner occupied. Lodging house for more than two but not more than five paying occupants is permitted only upon approval of a use permit;
- E. Household pets and not more than twelve (12) small domestic animals in total. “Household pets” means small animals of the type generally accepted as pets, including dogs, cats, rabbits, domesticated pigs, pigeons, hens, and the like; but not including roosters, quacking ducks, geese, pea fowl, goats, sheep, hogs, kennels or the presence of animals for commercial purposes. Beekeeping (apiaries) shall be allowed pursuant to Chapter 17.190, Beekeeping;
- F. Gardening excluding the retail sale of any products on the premises;
- G. Signs subject to the provisions of Chapter 17.148;
- H. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children;
- I. Satellite television receiving antennas subject to the provisions of Chapter 17.136;
- J. Fences and hedges subject to the provisions of Chapter 17.120;
- K. Cottage food operations subject to the provisions of Section 17.116.045.

~~KL~~. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08.

SECTION 7: Section 17.36.050 “Accessory uses, buildings and structures” of Chapter 17.36 “Low Density Residential One Acre Minimum (LR-1A) District” of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.36.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the LR-1A district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers, and other accessory buildings and structures without plumbing or cooking facilities;
- B. Home occupations subject to the provisions of Chapter 17.116;
- C. Family day care home serving twelve (12) or fewer children;
- D. Household pets such as dogs, cats, domesticated pigs, etc., and not more than twelve (12) small domestic animals in total, including rabbits, pigeons, hens, and the like; but not including roosters, quacking ducks, geese, pea fowl, goats, sheep, hogs, kennels or the presence of animals for commercial purposes. Beekeeping (apiaries) shall be allowed pursuant to Chapter 17.190, Beekeeping;
- E. Gardening excluding the retail sale of any products on the premises;
- F. Signs subject to the provisions of Chapter 17.148;
- G. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children;
- H. Satellite television receiving antennas subject to the provisions of Chapter 17.136;
- I. Fences and hedges subject to the provisions of Chapter 17.120;
- J. Cottage food operations subject to the provisions of Section 17.116.045.

~~JK~~. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08.

SECTION 8: Section 17.40.050 “Accessory uses, buildings and structures” of Chapter 17.40 “Medium Density Residential (MR) District” of the St. Helena Municipal Code is

amended to read as follows (additions shown by underline and deletions by strikethrough):

17.40.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the MR district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers and other accessory buildings or structures without plumbing or cooking facilities;
- B. Home occupations subject to the provisions of Chapter 17.116;
- C. Family day care home serving twelve (12) or fewer children;
- D. Lodging house providing housing for not less than thirty (30) consecutive days for not more than two paying occupants, when located within the principal building, one on-site parking space is provided for each room, and the dwelling is owner occupied. Lodging house for more than two but not more than five paying occupants is permitted only upon approval of a use permit;
- E. Household pets and not more than twelve (12) small domestic animals in total. "Household pets" means animals of the type generally accepted as pets, including dogs, cats, rabbits, domesticated pigs, pigeons, hens, and the like; but not including roosters, quacking ducks, geese, pea fowl, goats, sheep, hogs, kennels or the presence of animals for commercial purposes. Beekeeping (apiaries) shall be allowed pursuant to Chapter 17.190, Beekeeping;
- F. Gardening excluding the retail sale of any products on the premises;
- G. Signs subject to the provisions of Chapter 17.148;
- H. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children;
- I. Satellite television receiving antennas subject to the provisions of Chapter 17.136;
- J. Fences and hedges subject to the provisions of Chapter 17.120;
- K. Cottage food operations subject to the provisions of Section 17.116.045.
- ~~K~~L. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08.

SECTION 9: Section 17.44.050 "Accessory uses, buildings and structures" of Chapter 17.44 "High Density Residential (HR) District" of the St. Helena Municipal Code is

amended to read as follows (additions shown by underline and deletions by strikethrough):

17.44.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the HR district:

- A. Garages, carports, workshops, pool houses, gazebos, patio covers and other accessory buildings or structures without plumbing or cooking facilities;
- B. Home occupations subject to the provisions of Chapter 17.116;
- C. Family day care home serving twelve (12) or fewer children;
- D. Lodging house providing housing for not less than thirty (30) consecutive days for not more than two paying occupants, when located within the principal building, one on-site parking space is provided for each room, and the dwelling is owner occupied. Lodging house for more than two but not more than five paying occupants is permitted only upon approval of a use permit;
- E. Household pets and not more than twelve (12) small domestic animals in total. "Household pets" means animals of the type generally accepted as pets, including dogs, cats, rabbits, domesticated pigs, pigeons, hens, and the like; but not including roosters, quacking ducks, geese, pea fowl, goats, sheep, hogs, kennels or the presence of animals for commercial purposes. Beekeeping (apiaries) shall be allowed pursuant to Chapter 17.190, Beekeeping;
- F. Gardening excluding the retail sale of any products on the premises;
- G. Signs subject to the provisions of Chapter 17.148;
- H. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children;
- I. Satellite television receiving antennas subject to the provisions of Chapter 17.136;
- J. Fences and hedges subject to the provisions of Chapter 17.120;
- K. Cottage food operations subject to the provisions of Section 17.116.045.
- ~~KL~~. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08.

SECTION 10: Section 17.48.050 “Accessory uses, buildings and structures” of Chapter 17.48 “Central Business (CB) District” of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

7.48.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the CB district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility and size of the storage facility;
- D. Cottage food operations subject to the provisions of Section 17.116.045.

~~DE.~~ Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to procedures in Chapter 17.08.

SECTION 11: Section 17.52.050 “Accessory uses, buildings and structures” of Chapter 17.52 “Service Commercial (SC) District” of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.52.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the SC district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities, and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use are subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility, and size of the storage facility;

D. Cottage food operations subject to the provisions of Section 17.116.045.

~~DE.~~ Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to Chapter 17.08.

SECTION 12: Section 17.56.050 "Accessory uses, buildings and structures" of Chapter 17.56 "Business and Professional Office (BPO) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.56.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the BPO district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. Small recycling centers (not more than five hundred (500) square feet) including mobile recycling units, nonprofit drop-off facilities and reverse vending machines, subject to design review approval by the planning director;
- C. On-site storage facilities accessory to the primary use are subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility, and size of the storage facility;

D. Cottage food operations subject to the provisions of Section 17.116.045.

~~DE.~~ Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to Chapter 17.08.

SECTION 13: Section 17.60.050 "Accessory uses, buildings and structures" of Chapter 17.60 "Industrial (I) District" of the St. Helena Municipal Code is amended to read as follows (additions shown by underline and deletions by strikethrough):

17.60.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the I district:

- A. Signs subject to the provisions of Chapter 17.148;
- B. On-site storage facilities accessory to the primary use subject to design review approval by the planning commission. On-site storage shall not be located within required parking areas. Design review will include, but not be limited to, location, length of time for the storage facility, and size of the storage facility;

C. Cottage food operations subject to the provisions of Section 17.116.045.

GD. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional use pursuant to Chapter 17.08.

SECTION 14: Section 17.64.020 "Permitted Uses" of Chapter 17.64 "Woodlands and Watershed (WW) District" of the St. Helena Municipal code is amended to add a new subsection G to read as follows (additions shown by underline):

G. Cottage food operations subject to the provisions of Section 17.116.045.

SECTION 15: Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 16: CEQA. The City Council hereby finds that this Ordinance would not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1 - Existing Facilities, Section 15305, Class 5 - Minor Alteration in Land Use Limitations, and by the General Rule, Section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. This proposed Zoning Ordinance text amendment would establish an administrative permitting process for cottage food operations to be conducted within a portion of existing dwelling units as an accessory use to the residence involving negligible or no expansion of the dwellings. The proposed Zoning Ordinance text amendment would not have a significant effect on the environment.

SECTION 17: This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 12th day of January 2016, and was adopted at a regular meeting of the St. Helena City Council on the ____ the day of _____ 2016, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of January, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____ the day of _____ 2016 by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

ATTEST:

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney



**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: Consent

Subject: Second reading and proposed adoption of Ordinance adding Chapter 17.126 to the St. Helena Municipal Code to prohibit marijuana cultivation, dispensaries and deliveries within the City of St. Helena, subject to limited exceptions, and repealing St. Helena Municipal Code Chapter 9.18

CEQA Status: The Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3), where it can be seen with certainty that the proposed action will have no significant effect on the environment. Moreover, the adoption of this Ordinance is further exempt from CEQA because the Ordinance does not change, but instead codifies existing City law and practice.

Prepared By: Noah Housh, Planning and Community Improvement Director

Approved By: Jennifer Phillips, City Manager

BACKGROUND

On October 9, 2015, Governor Brown signed into law a suite of legislation termed The Medical Marijuana Regulation and Safety Act, including Senate Bill 643 (McGuire), Assembly Bill 266 (Bonta), and Assembly Bill 243 (Wood). These bills contain numerous provisions, including the creation of a new state agency: the Bureau of Medical Marijuana Regulation under the California Department of Consumer Affairs. It also defines medical marijuana as an agricultural product.

These bills regulate medical marijuana in five distinct categories: manufacturing, dispensing, transportation, delivery, and cultivation. The first three areas will be regulated by various State agencies. However, the activities of delivery and cultivation will fall under local land use jurisdiction. Delivery refers to the transfer of medical marijuana or marijuana products to a primary caregiver or patient. It also includes transfer to a testing laboratory.

AB 243 contains a provision stating that cities that do not have an ordinance regulating or prohibiting cultivation by March 1, 2016 will lose the authority to regulate or ban

cultivation within their city limits and the state will become the sole licensing authority. Although this date has been identified as an error (and the bill's author has agreed to extend the deadline via clean-up legislation) cities wishing to modify the allowances granted by the State, have been advised to enact legislation by the end of February to ensure their legislative goals are enacted.

Under Section 19340.(b).(1) of the Business and Professions Code, a city or county must explicitly by ordinance prohibit delivery. If the city or county does not adopt an ordinance regarding delivery, then it is prohibited from preventing lawful delivery. Jurisdictions that allow delivery may impose a tax on each delivery transaction.

Cultivation involves the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis. Section 11362.777.(c).(1) states that a city or county may issue or deny permits to cultivate medical marijuana. Any conditional permits issued by the city or county must be at least as strict as the state licensing requirements. If, however, a city or county does not have an ordinance regulating or prohibiting the cultivation of marijuana or chooses not to administer a conditional permit program, then the California Department of Food and Agriculture will become the sole permitting authority for medical marijuana cultivation in that city or county.

Any city or county with a business license program may impose fees and taxes on businesses regulated under this legislation.

If no action is taken to address these state regulations by March 1, the state regulations would become the default, based on current language in the adopted legislation (although clean-up language on the deadline has been promised).

of allowing 6 mature and 12 immature (medical) marijuana plants to be grown would become a legal threshold by which marijuana cultivation is permitted in St. Helena.

DISCUSSION

The introduction and first reading of this Ordinance was heard by the City Council on January 12, 2016.

Currently, outdoor cultivation of Medical Marijuana is expressly prohibited in Section 9.18 of the City of St Helena Municipal Code, while other un-permitted medical marijuana activities (such as dispensary operations) are prohibited through permissive zoning limitations. In response to the requirements of the above referenced legislation, staff has prepared an ordinance which would continue the current prohibitions on most medical marijuana activities within St Helena. These formal prohibitions would be incorporated into the land use (zoning) portion of the Municipal Code under Section 17.126, as directed by the new state regulations.

On November 3, 2015, the County of Napa directed their staff to continue the County prohibition on commercial marijuana cultivation and operation of medical marijuana dispensaries within the jurisdiction of the un-incorporated County areas. However there was some concern voiced to continue to allow citizens in the un-incorporated areas to maintain personal access to medical marijuana through delivery services (from outside the County) and personal medical marijuana growing.

In response to the recently passed State legislation, City staff has prepared the attached Ordinance revisions. These revisions are essentially intended to maintain the status quo regarding medical marijuana regulation within St Helena. Currently, all outdoor cultivation and dispensary services are prohibited while limited indoor cultivation (12-immature and 6-mature plants per qualified patient) and non-commercial delivery services (from a dedicated caregiver to a qualified patient) are allowable. The attached regulations would maintain these prohibitions and allowances.

FISCAL IMPACT

The fiscal impacts of a continued ban on outdoor medical marijuana cultivation and operation of a medical marijuana dispensary are minimal as the ban essentially maintains the status quo. The state legislation does allow for taxation of sales, should delivery services and/or dispensary operations be permitted. The financial impacts of such as tax are unknown at this time.

PLANNING COMMISSION REVIEW/ACTION

On December 15, 2015, the Planning Commission reviewed the proposed ordinance at a noticed Public Hearing. After reviewing the proposed legislation and holding a brief discussion of the regulations, no issues were identified by the Planning Commission. The Commission then voted unanimously (5-0) to recommend that the City Council adopt the draft Ordinance, as proposed.

RECOMMENDED ACTION

It is recommended by the Planning Commission and the Planning and Community Improvement Department that the City Council conduct the second reading and adopt by title only the proposed ordinance regulating Medical Marijuana in the City of St. Helena.

ATTACHMENTS

- A. Draft Ordinance to revise the Medical Marijuana Regulations within the City of St. Helena with Exhibit A-Text of Proposed Municipal Code Revisions

CITY OF ST. HELENA

ORDINANCE NO. _____

ADDING CHAPTER 17.126 TO THE ST. HELENA MUNICIPAL CODE TO PROHIBIT MARIJUANA CULTIVATION, DISPENSARIES AND DELIVERIES WITHIN THE CITY OF ST. HELENA, SUBJECT TO LIMITED EXCEPTIONS, AND REPEALING ST. HELENA MUNICIPAL CODE CHAPTER 9.18.

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

SECTION 1. Findings. In adopting this Ordinance, the City Council finds:

A. In 1970, Congress enacted the Controlled Substances Act (CSA) which, among other things, makes it illegal to import, manufacture, distribute, possess or use marijuana in the United States.

B. In 1972, California added Chapter 6 to the state Uniform Controlled Substances Act, commencing at Health and Safety Code section 11350, which established the state's prohibition, penalties, and punishments for the possession, cultivation, transportation, and distribution of marijuana.

C. In 1996, the voters of the State of California approved Proposition 215 (the "Act;" Health and Safety (H&S) Code Section 11362.5 et seq.).

D. California courts have held that the Act creates a limited exception from criminal liability under the state Uniform Controlled Substances Act for seriously ill persons who are in need of medical marijuana for specified medical purposes and who obtain and use medical marijuana under limited, specified circumstances.

E. On January 1, 2004, the "Medical Marijuana Program" (MMP), codified as H&S Code Sections 11362.7 to 11362.83, was enacted by the state Legislature to clarify the scope of the Act, establish a voluntary program for identification cards issued by counties for qualified patients and primary caregivers, and provide criminal immunity to qualified patients and primary caregivers for certain activities involving medical marijuana, including the collective or cooperative cultivation of medical marijuana.

F. The California Supreme Court ruled unanimously in *City of Riverside v. Inland Empire Patients Health and Wellness Center, Inc.* (2013) 56 Cal.4th 729, that the Act and the MMP do not preempt local ordinances that completely and permanently ban medical marijuana dispensaries, collectives, and cooperatives.

G. In *Maral v. City of Live Oak* (2013) 221 Cal.App.4th 975, the Third District Court of Appeal held, based on *Inland Empire*, that there was no right to cultivate

medical marijuana and that a city could implement and enforce a complete ban on this activity, including a ban on personal cultivation.

H. On October 9, 2015, Assembly Bills 243 and 266 and Senate Bill 643 (collectively, the “Medical Marijuana Regulation and Safety Act” or “MMRSA”) were enacted to create a state regulatory and licensing system governing the cultivation, testing, and distribution of medical marijuana, the manufacturing of medical marijuana products, and physician recommendations for medical marijuana.

I. While the new legislation expressly preserves local control over medical marijuana facilities and land uses, including the authority to prohibit all medical marijuana businesses and cultivation completely, newly-added Health & Safety Code section 11362.777(c)(4) provides that if a city does not have a land use regulation or ordinance regulating or prohibiting marijuana cultivation, either expressly or otherwise under principles of permissive zoning, or chooses not to administer a conditional permit program under that section, then commencing March 1, 2016, the state Department of Food and Agriculture will become the sole licensing authority for marijuana cultivation in that jurisdiction.

J. Under newly-added Business and Professions Code section 19340(a), if a city wants to prevent medical marijuana deliveries within its jurisdiction, it must adopt an ordinance expressly prohibiting them.

K. Municipal Code Chapter 9.18 prohibits outdoor marijuana cultivation, but the Municipal Code does not expressly address medical marijuana businesses, dispensaries, indoor cultivation activities, and marijuana delivery services. Because such land uses are not listed in the Zoning Code as either permitted or conditionally-permitted land uses, they are, therefore, prohibited under the City’s permissive zoning provisions, as set forth in Municipal Code section 17.04.040 (*City of Corona v. Naulls* (2008) 166 Cal.App.4th 418, 431-433).

L. The City Council has determined that express Municipal Code regulations regarding medical marijuana dispensaries, indoor and outdoor marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries will benefit the public by providing clear guidelines regarding the scope of prohibited conduct and minimize the potential for confusion regarding the City’s policies.

M. Several California cities and counties have experienced serious adverse impacts associated with and resulting from medical marijuana dispensaries, cultivation sites, and delivery services. According to these communities and according to news stories widely reported, medical marijuana activities have resulted in and/or caused an increase in crime, including burglaries, robberies, violence, and illegal sales of marijuana to, and use of marijuana by, minors and other persons without medical need in the areas immediately surrounding such medical marijuana activities. There have also been large numbers of complaints of odors related to the cultivation and storage of marijuana.

N. A California Police Chiefs Association compilation of police reports, news stories, and statistical research regarding crimes involving medical marijuana businesses and their secondary impacts on the community is contained in a 2009 white paper report which is attached to the staff report presented to the City Council with this ordinance and on file with the City Clerk.

O. The Santa Clara County District Attorney's Office issued a May 2014 memorandum entitled "Issues Surrounding Marijuana in Santa Clara County," which outlined many of the negative secondary effects resulting from marijuana cultivation; a copy of this memorandum is attached to the staff report presented to the City Council with this ordinance and on file with the City Clerk.

Q. It is reasonable to conclude that medical marijuana dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries could cause similar adverse impacts on the public health, safety, and welfare in St. Helena.

R. In order to protect the public health, safety, and welfare, the City Council desires to add St. Helena Municipal Code Chapter 17.126 to prohibit, in express terms, medical marijuana dispensaries, marijuana cultivation facilities, commercial cannabis activities, and medical marijuana deliveries, subject to limited specified exceptions, and to repeal St. Helena Municipal Code Chapter 9.18.

S. These regulations were reviewed by the St. Helena Planning Commission on December 15, 2015, at a duly noticed Public Hearing and the regulations were recommended to the City Council for adoption by a vote of 5-0.

SECTION 2. Adding Chapter 17.126. Chapter 17.126 is hereby added to Title 17 of the St. Helena Municipal Code to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference.

SECTION 3. Repealing Former Chapter 9.18. St. Helena Municipal Code Chapter 9.18 is hereby repealed.

SECTION 4. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 17.126 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment, and the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3). Moreover, the adoption of this Ordinance is further exempt from CEQA because the Ordinance does not change, but instead codifies existing City law and practice.

SECTION 5. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 6: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 7: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 12th day of January, 2016, and was adopted at a regular meeting of the St. Helena City Council on the 26th day of January, 2016, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Crull:	_____
Councilmember Dohring:	_____
Councilmember Pitts:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of January, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 26th day of January, 2016 by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Crull:	_____
Councilmember Dohring:	_____
Councilmember Pitts:	_____

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

EXHIBIT A

Chapter 17.126 Medical Marijuana Facilities

Sections:

- 17.126.010 Purpose**
- 17.126.020 Definitions**
- 17.26.030 Prohibitions**
- 17.26.040 Enforcement**

17.126.010 Purpose

The purpose and intent of this chapter is to prohibit marijuana cultivation facilities, medical marijuana dispensaries, medical marijuana deliveries, and commercial cannabis activities, as defined below, subject to limited and specified exceptions, within the City limits. It is recognized that it is a Federal violation under the Controlled Substances Act to possess or distribute marijuana even if for medical purposes. Additionally, there is evidence of an increased incidence of crime-related secondary impacts in locations associated with marijuana cultivation facilities and medical marijuana dispensaries and in connection with medical marijuana deliveries, which is contrary to policies that are intended to promote and maintain the public's health, safety, and welfare.

17.126.020 Definitions

The following definitions shall apply to the provisions of this chapter:

- A. "Commercial cannabis activity" shall have the meaning set forth in Business and Professions Code section 19300.5(k).
- B. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.
- C. "Establish" or "operate" a marijuana cultivation facility, medical marijuana dispensary, or commercial cannabis activity means and includes any of the following:
 - 1. The opening or commencement of the operation of a marijuana cultivation facility, medical marijuana dispensary, or commercial cannabis activity;
 - 2. The conversion of an existing business, facility, use, establishment, or location to a marijuana cultivation facility, medical marijuana dispensary, or commercial cannabis activity;

3. The addition of a marijuana cultivation facility, medical marijuana dispensary, or commercial cannabis activity to any other existing business, facility, use, establishment or location.

D. "Marijuana" means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff, and concentrated cannabis and the separated resin, whether crude or petrified, obtained from marijuana. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

E. "Medical marijuana" is marijuana used for medical purposes where that medical use is deemed appropriate and has been recommended by a physician who has determined that the person's health would benefit from the use of marijuana in the treatment of acquired immune deficiency syndrome ("AIDS"), anorexia, arthritis, cancer, chronic pain, glaucoma, migraine, spasticity, or any other serious medical condition for which marijuana is deemed to provide relief as defined in subsection (h) of Health and Safety Code § 11362.7.

F. "Marijuana cultivation facility" means any business, facility, use, establishment, property, or location where the cultivation of marijuana occurs.

G. "Medical marijuana dispensary" means any business, facility, use, establishment, property, or location, whether fixed or mobile, where medical marijuana is sold, made available, delivered and/or distributed by or to three or more people. A "medical marijuana dispensary" does not include the following uses, as long as the location of such uses are otherwise regulated by this Code or applicable law: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illness licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with applicable law including, but not limited to, Health and Safety Code § 11362.5 et seq.

17.126.030 Prohibitions and Limited Exceptions.

A. Medical marijuana dispensaries are prohibited in all zoning districts in the city and shall not be established or operated anywhere in the city. The city shall not issue, approve or grant any permit, license or other entitlement for the establishment or operation of a medical marijuana dispensary. No person may be the lessor of property where a medical marijuana dispensary is located. No person may participate as an

employee, contractor, agent, volunteer, or in any manner or capacity in any medical marijuana dispensary in the city.

B. Marijuana cultivation facilities are prohibited in all zoning districts in the city and shall not be established or operated anywhere in the city. The city shall not issue, approve or grant any permit, license or other entitlement for the establishment or operation of a marijuana cultivation facility. No person may be the lessor of property where a marijuana cultivation facility is located. No person may participate as an employee, contractor, agent, volunteer, or in any manner or capacity in any marijuana cultivation facility in the city.

C. The prohibition against cultivation facilities set forth in subsection B above, however, shall not apply to a qualified patient cultivating marijuana/cannabis pursuant to Section 11362.5 and the Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use promulgated by the California Attorney General under the following circumstances:

1. The patient or designated caregiver maintains no more than 6 mature or 12 immature marijuana/cannabis plants; and
2. The patient or designated caregiver cultivates marijuana/cannabis for his or her personal medical use and does not sell, distribute, donate, transmit, or provide marijuana/cannabis to any other person or entity; and
3. The location of all cultivation activities is located in-doors, and housed completely within a structure with no external indication of cultivation activities; and
3. The property on which the qualified patient or designated caregiver is cultivating marijuana/cannabis has no more than 100 square feet devoted to the cultivation of marijuana /cannabis by any qualified patient or combination of qualified patients (the area used to cultivate marijuana/cannabis shall be measured by the aggregate area of vegetative growth of live marijuana plants on the premises).

Notwithstanding this exception, a qualified patient cultivating marijuana may not create or cause a nuisance condition and the city may abate, in any manner permitted by law, a nuisance condition created or caused by, associated with, or arising from marijuana cultivation by a qualified patient.

D. Commercial cannabis activities are prohibited in all zoning districts in the city and shall not be established or operated anywhere in the city. The city shall not issue, approve or grant any permit, license or other entitlement for the establishment or operation of a commercial cannabis activity. No person may be the lessor of property where a commercial cannabis activity is located. No person may participate as an

employee, contractor, agent, volunteer, or in any manner or capacity in any commercial cannabis activity in the city.

E. No person and/or entity may deliver or transport medical marijuana from any fixed or mobile location, either inside or outside the city, to any person in the city, except that a person may deliver or transport medical marijuana to a qualified patient or person with an identification card, as those terms are defined in Health and Safety Code section 11362.7, for whom he or she is the primary caregiver within the meaning of Health and Safety Code sections 11362.5 and 11362.7(d).

F. Nothing contained in this section shall be deemed to permit or authorize any use or activity which is otherwise prohibited by any state or federal law.

17.26.040 Enforcement

The city may enforce this chapter in any manner permitted by law. The violation of this chapter shall be and is hereby declared to be a public nuisance and contrary to the public interest and shall, at the discretion of the city, create a cause of action for injunctive relief.



**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: Consent

Subject: Second Reading and Proposed Adoption of Amendments to the City's Purchasing Ordinance, St. Helena Municipal Code Chapter 3.04.175, Procurement Process for Declared Emergencies

CEQA Status: Not a CEQA Project

**Prepared By: April Mitts, Finance Director 
Tracey Perkosky, Grants Manager **

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The City's current procurement policy is designed for purchases where sufficient time exists to prepare procurement documents, secure approvals, and advertise for competitive bids, as needed. However, when a disaster is declared in the City either by a local official or the Governor, there are situations when there are goods and services required to address an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property, and there is not sufficient time to permit competitive solicitation. The current policy states in St. Helena Municipal Code §3.04.170 Emergencies:

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency subject to confirmation by the city council as its next meeting for any purchase in excess of twenty-five thousand dollars (\$25,000.00). (Ord. 01-14 (part): prior code § 2.91.130).

However, this general statement does not outline a detailed process for procurement as required by the Federal Emergency Management Agency (FEMA) should any expenses be eligible for federal reimbursement.

The introduction and first reading of this Ordinance was heard by the City Council on January 12, 2016.

DISCUSSION

This section of the Municipal Code will only take effect if the Governor has declared a state of emergency that includes the City of St. Helena or if the City Manager or his or her designee has declared a city emergency. The proposed Section 3.04.175 permits the immediate rental or purchase of any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property.

Delegation of Purchasing Authority in Exigent Circumstances

The City Manager or his or her designee shall have single purchase authority on individual purchases up to \$100,000 on his or her signature alone. For purchases exceeding \$100,000 up to and including \$500,000, a signature from both the City Manager or his or her designee and Mayor or in the Mayor's absence another council member is required. For each disaster declaration, the City Manager or his or her designee shall have an aggregate authority on his or her signature alone up to and including \$1,500,000; aggregate purchases exceeding \$1,500,000 up to and including \$2,500,000 must be countersigned by the Mayor or another council member in the Mayor's absence.

All of the purchasing authority will be sub-delegated to the Emergency Operations Center (EOC) Director if the City Manager or his or her designee is not available to approve purchases.

If neither the City Manager (or his or her designee) nor the EOC Director are available, a Department Head will have authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to life, public health or safety, or improved public or private property, up to a maximum of \$50,000. In the rare case that the City Manager or his or her designee, EOC Director, or Department Head is not available, a Mid-Manager will have the authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of \$25,000.

Administrative Procedures and Reporting Requirements

As soon as possible after a purchase is made, a Purchase Order will be requisitioned with a notation that the commodity or service has been ordered on an emergency basis. The Finance Director will inform the City Manager or his or her designee of any contract greater than \$25,000. The City Manager or his or her designee will sign all Purchase Orders over \$50,000 unless the delay in obtaining his or her signature will imperil life, public health or safety, or improved public or private property, in which case any Department Head can sign the Purchase Order. The Finance Director or designee will have the authority to sign all Purchase Orders for \$50,000 or less.

Purchases of \$250,000 or less shall not be required to be formally bid. Bids are encouraged when possible, and when applicable, notices inviting bids will be posted on the door of the Emergency Operations Center or the Alternate Emergency Operations Center. Should an Emergency Sole Source or No-Bid contract be awarded it will be limited to the portion of the work that must be performed immediately, and subsequent procurement by competitive proposal for the remainder of the work under the City's normal purchasing policy. Emergency Sole Source or No-Bid contracts shall be necessary for one of the following reasons (1) placement of emergency protective measures, (2) procurement of scarce commodities, goods, or services, or (3) acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.

The City's normal requirements for quotes, sealed bids or local preference shall not apply to purchases made under Declared State or City Emergencies. However, the Finance Director or designee shall conduct telephonic or electronic quote and bid solicitation from vendors in an effort to obtain multiple competitive proposals when and if time allows due to the exigent circumstances.

The City Council will ratify all City contracts and agreements over \$25,000 within 60 days of the award, and the City Council shall be notified of all purchases over \$25,000 within 30 days of the onset of the disaster. All disaster purchases shall be designated as such on the invoicing for payment and separated from non-disaster purchases.

This policy refers only to purchases made when a condition exists that (1) presents an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property, and (2) a local emergency or disaster has been proclaimed by the Governor or City Manager or his or her designee. Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property shall follow the City's regular purchasing provisions.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the ordinance. However, not passing this or a similar ordinance could negatively impact any future reimbursement from a federal or state agency in the event of a declared disaster.

RECOMMENDED ACTION

Conduct second reading and adopt by title only of Ordinance No. 2016-____, amending the City's Purchasing System Ordinance to add section 3.04.175. The proposed changes modify the existing purchasing process during a declared disaster.

ATTACHMENTS

Attachment A – Proposed St. Helena Municipal Code Section 3.04.175

CITY OF ST. HELENA

ORDINANCE NO. 2016-

**AMENDING CHAPTER 3.04 OF THE ST. HELENA MUNICIPAL CODE TO ADD A
PROCUREMENT PROCESS DURING DISASTERS AS SECTION 3.04.175**

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

SECTION 1. Chapter 3.04 is hereby amended to add Section 3.04.175 to provide for purchasing procedures during “Declared Disasters”

SECTION 2. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 3.04 of the St. Helena Municipal Code is not a Project subject to, and also exempt from, the provisions of the California Environmental Quality Act (Public Resources Code Section 2100, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061 (b)(1), 15061(b)(2), and 15061 (b)(3).

SECTION 3. Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this Ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4. Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this Ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word “Ordinance” may be changed to “Section”, “Chapter” or other such appropriate word or phrase to accomplish this intention.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force 30 days after its adoption, and a summary of this Ordinance shall be published once with the

names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 12th day of January 2016, and was adopted at a regular meeting of the St. Helena City Council on the ____th day of _____ 2016, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 12th day of January, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the ____the day of _____ 2016 by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

ATTEST:

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

EXHIBIT A

3.04.175 Declared Emergencies

A. Purpose. This section modifies the City's normal purchasing practices only during a proclaimed emergency. With this revised policy, the City is able to acquire goods and services required to address an immediate threat to life, public health or safety, or an immediate threat of significant damage to improved public and private property while maintaining an effective purchasing policy.

B. Definitions. For the purposes of this section, the following definitions are applicable:

A proclaimed disaster or emergency exists if (1) the Governor has declared a state of emergency for an area which includes the geographic territory of the City, or (2) the City Manager or his or her designee has declared an emergency in the City.

"Exigent Circumstances" are situations in which (1) a disaster or emergency has been proclaimed, and (2) the public exigency for goods and services required to address an immediate threat to life, public health or safety, or improved public and private property will not permit competitive solicitation.

C. Delegation of Purchasing Authority in Exigent Circumstances. If the City Manager or his or her designee determines that goods and services must be procured before the City Council is to assemble and approve purchases, the City Manager or his or her designee has the authority, subject to the limitations set forth below to approve the immediate rental and or purchase of any equipment, supplies, services, or other items necessary to respond to an immediate threat to life, public health or safety, or improved public and private property.

1. **Limits of Single Purchase Authority.** The City Manager or his or her designee shall have the authority to make individual purchases up to \$100,000 on his or her signature alone. The City Manager or his or her designee shall have the authority to make purchases in excess of \$100,000 up to a maximum of \$500,000 when countersigned by the Mayor or, in the Mayor's absence, countersigned by another council member.
2. **Limits of Aggregate Purchase Authority.** The City Manager or his or her designee shall have the authority to make aggregate purchases up to \$1,500,000 on his or her signature alone per disaster declaration. The City Manager or his or her designee shall have the authority to make aggregate purchases in excess of \$1,500,000 and up to a maximum of \$2,500,000 per disaster declaration when countersigned by the Mayor or, in the Mayor's absence, countersigned by another council member.
 - a. **Sub-delegation to the Emergency Operations Center (EOC) Director.**
The EOC Director shall be a designee of the City Manager at any time that

the City Manager is not available to approve purchases as allowed in this section.

- b. **Sub-delegation of Purchasing Authority to Department Heads.** If neither the City Manager or his or her designee nor the EOC Director is available, then any City Department Head has the authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of \$50,000.
- c. **Sub-delegation of Purchasing Authority to Mid-Managers.** If neither the City Manager or his or her designee, EOC Director, or any Department Head is not available, then any employee classified as a Mid-Manager has the authority to rent or purchase from the nearest source, any equipment supplies, services, or other items necessary for any department to respond to an immediate threat to health, safety, or improved property, up to a maximum of \$25,000.

D. Administrative Procedures and Reporting Requirements

- 1. As soon as possible after purchases are made under section C, the City Manager or his or her designee, EOC Director, Department Head or Mid-Manager shall submit to the Finance Director or designee a Purchase Order Requisition and a notation that the commodity has been ordered on an emergency basis from the vendor designated.
- 2. The Finance Director will inform the City Manager or his or her designee and the City Council of any individual purchase under this section with a contract amount greater than \$25,000, and also whenever the aggregate of purchases under this section is greater than \$250,000.
- 3. The Finance Director will obtain the City Manager's or his or her designee's (or EOC Director as the City Manager's designee) approval prior to any purchase by a Department Head if the amount is \$25,000 or more.
- 4. If the City Manager or his or her designee and the EOC Director are unavailable, and the delay in getting his or her signature would imperil life, public health or safety, or improved public or private property, then any Department Head (except the requestor) may approve the emergency purchase of \$50,000 or more.
- 5. The Finance Director or designee shall have the authority to approve all disaster related purchases under \$50,000.
- 6. The Finance Director or designee will expedite the verification of funds available and complete the preparation of the purchase order.

E. Procurement Procedures in Exigent Circumstances. Upon receipt of the requisitions under Section D, the Finance Director or designee shall prepare purchase orders for emergency equipment, supplies, services or other items in accordance with the requirements of this section.

1. **Exempt Purchases.** Purchases of \$250,000 or less shall not be required to be formally bid. Purchases greater than \$250,000 may be made following the procedures specified in this section. The signature(s) of the City Manager or his or her designee, Finance Director, or Department Head are still required as provided in Sections C and D.
2. **Justification of “Sole Source” or “No-bid” Contracts.** Where exigent circumstances require immediate procurement from the nearest available source, the Finance Director or designee shall justify the Emergency Sole Source Purchase or No-Bid Purchase on the Purchase Order.
 - a. Procurement should be limited to that portion of the work that must be performed immediately, and subsequent procurement by competitive proposal for the remainder of the work under the City’s normal purchasing policy (Municipal Code 3.04)
 - b. “Sole Source” or “no bid” acquisitions shall be necessary for one of the following reasons: placement of emergency protective measures; procurement of scarce commodities, goods, or services; or acquisition or rental of emergency equipment, emergency consulting services, emergency road clearance, or other emergency requirements.
3. **Provision for Alternate Bid Solicitation Procedures.** The City’s normal requirements for quotes, sealed bids, or local preference shall not apply to this section (Declared Emergencies). However, the Finance Director or designee shall conduct telephonic or other electronic bid solicitation from potential vendors or suppliers, in lieu of written and/or sealed bids, in an effort to obtain multiple competitive proposals when and if time allows in light of the exigent circumstances.
4. **Posting Locations for Requests for Proposals or Solicitations of Bids.** The Finance Director or designee may waive normal requirements for public posting of requests for proposals or solicitation of bids for the procurement of emergency equipment, goods or services. Notices soliciting bids or requests for proposals shall be posted, at minimum, at the Emergency Operations Center or the Alternate Emergency Operations Center, if the Primary Emergency Operations Center is not being used.
5. **Length of Time for Posting Requests for Proposals or Solicitation of Bids.** The Finance Director or designee shall determine the posting period. The Finance Director or designee will make reasonable efforts to ensure that multiple suppliers are able to place a bid during the shortened time period.

F. Notification and Ratification

1. **Posting of Contract Awards.** All contracts awarded that exceed \$25,000 shall be presented to the City Council for ratification and thereafter shall be publically posted within sixty (60) days of the award.
2. **Authority to Cancel Emergency Procurements.** The City Manager has the absolute authority to rescind a contract for non-performance within 24 hours

when a contractor or vendor, once awarded a contract, is unable to perform under the terms of the contract and the resulting delay or non-performance presents an immediate threat to life, public health or safety, or improved public or private property.

3. **Notification Requirement for Emergency Services.** For any purchase in excess of \$25,000, the City Manager shall report all such purchases to the City Council within 30 days of the onset of the disaster.
4. **Requirement for Separate Invoicing.** All purchases or rentals made during the proclaimed emergency or disaster conditions shall require separate invoicing from routine (non-disaster) purchases. All invoices must state the goods, services, or equipment provided and must specify the location where the goods or services were delivered.
5. **Limitations of Declared Emergencies Purchasing Policy.** Any purchases that do not meet the standard of being necessary for responding to an immediate threat to life, public health or safety, or improved public or private property as outlined in this section shall follow the City's regular purchasing provisions.

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**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: Consent

Subject: Administrative correction to Ordinance 2015-8 Amendments to the City's Purchasing System Ordinance, St. Helena Municipal Code Chapter 3.04 Purchase of Supplies, Equipment and Services and Procedures for Public Works Projects.

The proposed correction corrects the erroneous dollar figure in section 3.04.230 D from (\$185,500.00 to \$187,500)

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The procurement of goods and services is one of the key staff activities impacting the quality and timeliness related to the delivery of City services. City Council adopted Ordinance 2015-8 on December 8, 2015 which included amendments to the City's Purchasing System, St. Helena Municipal Code, Chapter 3.04, Purchase of Supplies, Equipment and Services, and Procedures for Public Works Projects.

During the codification process an inconsistency was determined with a dollar figure noted in section 3.04.230 D. The inconsistency is only a clerical fix and does not modify Ordinance 2015-8 in any other manner.

DISCUSSION

It is appropriate for the City Council to approve the clerical correction to complete the codification process.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends to approve to the clerical correction.

ATTACHMENTS

Attachment A – Corrected Ordinance 2015-8

CITY OF ST. HELENA

ORDINANCE NO. 2015-8

AMENDING CHAPTER 3.04 OF THE ST. HELENA MUNICIPAL CODE TO REVISE AND ENHANCE THE CITY'S REGULATIONS PROVIDING PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES AND PROCEDURES FOR PUBLIC WORKS PROJECTS

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

SECTION 1. Amendment of Chapter 3.04. Chapter 3.04 of Title 3 of the St. Helena Municipal Code is hereby amended to read in its entirety as shown on Exhibit A, attached hereto and incorporated herein by reference

SECTION 2. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 3.04 of the St. Helena Municipal Code is not a Project subject to, and also is exempt from, the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment, and the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).

SECTION 3. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 4: Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Exhibit A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or relettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 5: Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 24th day of November, 2015, and was adopted at a regular meeting of the St. Helena City Council on the 8th day of December, 2015, by the following vote:

Mayor Galbraith:

Yes
absent

Vice Mayor White:

Councilmember Crull:

Yes

Councilmember Dohring:

Yes

Councilmember Pitts:

Yes

APPROVED:

Alan Galbraith
Alan Galbraith, Mayor



ATTEST:

Cindy Black
Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 24th day of November, 2015. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 8th day of December, 2015 by the following vote:

Mayor Galbraith:

Yes

Vice Mayor White:

absent

Councilmember Crull:

Yes

Councilmember Dohring:

Yes

Councilmember Pitts:

Yes

ATTEST:

Cindy Black
Cindy Black, City Clerk

APPROVED AS TO FORM.

Thomas B. Brown
Thomas B. Brown, City Attorney

EXHIBIT A

Chapter 3.04 PURCHASE OF SUPPLIES, EQUIPMENT AND SERVICES, AND PROCEDURES FOR PUBLIC WORKS PROJECTS

Article 1 Generally

Sections:

- 3.04.010 Purpose Objectives / Scope / Responsibilities.
- 3.04.020 Definitions.
- 3.04.030 Staging prohibited.
- 3.04.040 Appeals.

Article 2 Supplies, General Services and Equipment

Sections:

- 3.04.050 Purchasing officer—Powers and duties.
- 3.04.060 Requisitions.
- 3.04.070 Purchase orders.
- 3.04.080 Contracts.
- 3.04.090 Encumbrance of funds.
- 3.04.100 Bidding procedures for various purchase amounts.
- 3.04.110 Departmental purchases.
- 3.04.120 Informal bid procedure.
- 3.04.130 Formal bid procedure.
- 3.04.140 Special equipment/supplies; sole source purchases; and bid exceptions.
- 3.04.150 Cooperative purchasing with other agencies.
- 3.04.160 Recycled supply products specification.
- 3.04.170 Emergencies.
- 3.04.180 Surplus supplies and equipment.
- 3.04.190 Inspection and tests.

Article 3
Public Works Projects

Sections:

- 3.04.200 Uniform construction cost accounting procedures.
- 3.04.210 Bidding procedures for various project amounts.
- 3.04.220 Negotiate contract or purchase order procedures.
- 3.04.230 Informal bidding procedures.
- 3.04.240 Formal bidding procedures.
- 3.04.250 Bonds.
- 3.04.260 No bids received.
- 3.04.270 Tie bids.
- 3.04.280 Rejection of bids.
- 3.04.290 Emergencies.
- 3.04.300 Prevailing wages required.
- 3.04.310 Pre-qualification of bidders.

Article 4
Professional Services

Sections:

- 3.04.320 Award of professional service contracts based upon competence.
- 3.04.330 Request for proposal/qualification.
- 3.04.340 Contracting authority.

Article 1
Generally

3.04.010 Purpose / Objectives / Scope / Responsibilities.

The purpose of this chapter is to establish an efficient procedure for the purchase of supplies, equipment, and services, and to establish a procedure for performing or contracting for the construction of public works consistent with state law. These procedures are intended to allow the city to obtain the best professional services, to acquire quality supplies, general services and equipment, to construct public works at the lowest possible cost commensurate with quality needed, and to exercise positive financial control over purchases and also to define authority for the purchasing function. (Ord. 01-14 (part): prior code § 2.90.010) These procedures apply to all city employees. These procedures apply to all

purchases of supplies, equipment and services, including purchases made online or over the phone. Employees are responsible for reading and understanding the requirements of this chapter.

3.04.020 Definitions.

As used in this chapter:

“Bidder's list” means a list of responsible prospective vendors capable of providing the items being bid upon.

“Contract” means an agreement, regardless of how titled, for the procurement of supplies, equipment or services, including without limitation a verbal or written agreement between the City and a contractor, the City and a service provider, and/or the City and a vendor.

“Emergency” means a sudden, unexpected occurrence that poses a clear and eminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

“Equipment” means furnishings, machinery, vehicles, rolling stock, and other personal property used in the city's business.

“General services” are services such as janitorial, uniform cleaning, maintenance work and other services which do not require any unique skill, special background, or training. Obtaining such services at the lowest cost is the single most important factor in selection, as opposed to personal performance.

“Maintenance work” means:

1. Routine, recurring, and usual work for the cleaning, preservation or protection of any publicly owned or publicly operated facility for its intended purposes;
2. Minor repainting;
3. Resurfacing of streets and highways at less than one inch;
4. Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems;
5. Work performed to keep, operate, and maintain publicly owned water or waste disposal systems including, but not limited to, dams and reservoirs.

“Professional or special services” means any work performed by an attorney, doctor, architect, engineer, land surveyor, construction manager, appraiser, expert, accounting firm, planner, consultant or those services such as computer services, and other services which require special performance criteria, specific experience, training, personal judgement, quality of work or factors other than simply obtaining the service at the lowest cost to the city.

“Public work” means a type of public construction project subject to the regulation of the State Public Contract Code, such as:

1. The erection, construction of, alteration, major painting, repair, or demolition of public buildings, streets, walkways, water and sewer facilities, drainage facilities, or other public facilities, whether owned, leased, or operated by the city;
2. Furnishing supplies for any of the above works or projects;
3. Public work does not include “maintenance work” as defined in this chapter.

“Purchase” includes the renting, leasing, purchasing, licensing, or a trade of equipment or supplies.

“Purchasing officer” means the finance director or his or her designated representative.

“Purchase Order” is a written contract for equipment, supplies, or services with a specified consultant, contractor, or vendor and is initiated by a purchase order requisition. A purchase order submitted by an authorized person becomes a legally binding contract. It can stand alone or include attachments for clarification purposes. A purchase order encumbers the specified amounts to provide specified equipment, supplies, services, and/or fixed assets. Regular purchasers may be paid through a one-time payment of an amount up to the purchase order amount at the conclusion of performance (delivery of supplies, services, etc.), and/or incremental (progress) payments as provided in the contract for each time items are purchased.

“Requisition” is a request to authorize the acquisition of equipment, supplies or services from a specified consultant, contractor, or vendor.

“Services” means the furnishing of labor, time or effort to perform or complete a designated task.

“Special equipment/supplies” means unique supplies, machinery, computers, or other equipment which are not generally and regularly ordered in bulk by the city and which must perform complex tasks, or integrate efficiently with existing equipment or supplies.

“Supplies” means office supplies, janitorial supplies, materials, goods, tools, or other commodities used in the general conduct of the city’s business, excepting supplies for a public work which is regulated under municipal code section 3.04.210.

“Uniform construction cost accounting procedures” means those procedures and rules established by the State Uniform Construction Cost Accounting Commission pursuant to the Public Contracts Code Sections 22030, et seq.,. (Ord. 01-14 (part): prior code § 2.90.020)

3.04.030 Staging prohibited.

Purchases and public works contracts shall not be knowingly staged or separated into smaller units or segments solely for the purpose of evading the competitive formal or informal bidding requirements of this chapter. (Ord. 01-14 (part): prior code § 2.90.030)

3.04.040 Appeals.

Any dispute, contention, or disagreement relative to interpretation, application or enforcement of this chapter shall be submitted to the city council for determination in accordance with the appeal provisions of Chapter 1.16 of this code. (Ord. 01-14 (part): prior code § 2.90.040)

Article 2

Supplies, General Services and Equipment

3.04.050 Purchasing officer—Powers and duties.

The duties of the purchasing officer may be combined with those duties of any other officer or position in the city. The purchasing officer shall have the authority to:

- A. Purchase needed city supplies, general services, equipment and special equipment/supplies which are not included within the construction contract or proposed specifications for a construction contract of a public work being administered by any other city department;
- B. Investigate, keep knowledgeable about, negotiate, and recommend on the execution of contracts or the purchasing of supplies, general services, and equipment pursuant to the procedures of this chapter and such administrative rules and regulations as prescribed by the city;
- C. To keep informed of current developments concerning purchasing, prices, market conditions, and new products;
- D. To prescribe and maintain such forms as necessary for the proper operation of this purchasing system;

- E. To supervise the inspection of all supplies, general services, and equipment purchased under this chapter in order to assure conformance with city specifications;
- F. To supervise the transfer of surplus and unused supplies and equipment or sale or disposal of such;
- G. To maintain up-to-date bidders' list, vendors' catalogs, files and such other records as needed to perform these duties;
- H. To ensure that purchasing specifications are open and non-restrictive to encourage full competition; and
- I. To perform such other tasks as may be necessary for the proper conduct of purchasing of supplies, general services, and equipment. (Ord. 01-14 (part): prior code § 2.91.010)

3.04.060 Requisitions.

Except as authorized under Section 3.04.100(A), any department requesting supplies, general services, equipment, or special equipment/supplies shall submit to the immediate supervisor a requisition on the purchasing officer's approved form prior to initiating any procurement. (Ord. 01-14 (part): prior code § 2.91.020)

3.04.070 Purchase orders.

Except for departmental purchases as authorized in Section 3.04.100(A), purchases of supplies, general services, most special equipment/supplies and general equipment not covered within a construction contract or public works specification, may be made only by purchase orders issued by the purchasing officer and any other contractual document he or she determines is necessary. (Ord. 01-14 (part): prior code § 2.91.030)

3.04.080 Contracts.

The purchasing officer does not have the authority to sign contracts, nor to bind the city contractually. Contracts may only be entered into by the city manager. (Ord. 01-14 (part): prior code § 2.91.040). Subject to Section 3.04.340 Contracts may only be entered into by the city manager, contracts in excess of city manager authority require city council approval, without which such contract is not valid.

3.04.090 Encumbrance of funds.

Except in case of an emergency or where specific authority is first obtained from the city council or the city manager, the purchasing officer shall not issue any purchase order for purchasing of supplies, general services or equipment unless there exists an unencumbered appropriation in the fund account against which the purchase is to be charged. (Ord. 01-14 (part): prior code § 2.91.050)

3.04.100 Bidding procedures for various purchase amounts.

Except as authorized in Sections 3.04.140 and 3.04.150, or in the case of emergencies as described in Section 3.04.170, the purchase of supplies, general services, equipment and special equipment/supplies, not included in a construction contract or bid specification for a public work, shall be made as follows:

A. A purchase of five hundred dollars (\$500.00) or less may be made by departmental purchase in accordance with Section 3.04.110.

B. A purchase greater than five hundred dollars (\$500.00) to one thousand five hundred dollars (\$1,500.00) may be made by departmental purchase in accordance with Section 3.04.110.

C. A purchase greater than one thousand five hundred dollars (\$1,500.00) to twenty-five thousand dollars (\$25,000.00) may be made by an informal bid procedure in accordance with Section 3.04.120.

D. A purchase of more than twenty-five thousand dollars (\$25,000.00) shall be made by formal bid procedure in accordance with Section 3.04.130. (Ord. 01-14 (part): prior code § 2.91.060)

3.04.110 Departmental purchases.

A department may, independently of the purchase officer, purchase specified and limited supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work, as follows:

A. Purchases of five hundred dollars (\$500.00) or less, requestor receives a verbal/written approval from supervisor, keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All purchases shall be made with funds in an unencumbered appropriation. (Ord. 01-14 (part): prior code § 2.91.070)

B. Purchases greater than five hundred dollars (\$500.00) to one thousand five hundred dollars (\$1,500.00), requestor receives a verbal/written approval from supervisor, attempt to obtain at least 3 oral or written bids or quotes, requires requisition approved by supervisor, department keeps a record of such purchases and exercises reasonable prudence in seeking price quotes and purchasing such items. All such purchases shall be made with funds in an unencumbered appropriation. (Ord. 01-14 (part): prior code § 2.91.070)

3.04.120 Informal bid procedure.

The purchase of supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with the estimated value greater than one thousand five hundred dollars (\$1,500.00), but not exceeding twenty five thousand dollars (\$25,000.00), shall be made by a Purchase Order as required by this chapter. Said purchases, subject to the

department head's discretion, based upon a small amount, or urgent need and timeliness, may be let without the formal bidding procedures described in Section 3.04.130. In such case, the following procedures shall be followed:

- A. Solicitation of Bids. If it is determined that the request is of a sufficient size and time allows, the purchasing officer or designee, before issuing the purchase order to a specific contractor/vendor, shall: for purchases greater than one thousand five hundred dollars (\$1,500.00) to five thousand dollars (\$5,000.00) must obtain at least three oral or written bids or price quotes; for purchases greater than five thousand dollars (\$5,000.00) to twenty-five thousand dollars (\$25,000.00) shall obtain at least three written bids or price quotes. The purchasing officer or designee may negotiate to obtain the lowest possible contract amount from any vendor contacted who can provide supplies, general service, or equipment within the time constraints of the department's request. The purchasing officer or designee may solicit or determine bids of prospective vendors by written request, telephone, or may base award recommendations upon current catalogs or advertisements.
- B. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.
- C. Maintenance of Records. After placing the order, a written record of the contract, bids, quotes or advertisements used or received shall be open public records and maintained by the purchasing officer or the department for a period of two years.
- D. Award. The purchasing officer or designee shall award the contract to the lowest responsive and responsible bidder, vendor or offeror whose quote, bid, or proposal fulfills the purpose intended, provided the amount is within the unencumbered appropriation for that item, or reject such bids or proposals, or negotiate further for terms more favorable to the city. (Ord. 01-14 (part); prior code § 2.91.080)

3.04.130 Formal bid procedure.

For supplies, equipment, special equipment/supplies and general services not included in a construction contract or bid specification for a public work with an estimated value in excess of twenty-five thousand dollars (\$25,000.00), purchases shall be made in accordance with the following formal written bid procedures:

- A. Published Notices. A notice inviting bids shall be published at least ten (10) calendar days before the date of the opening of bids. The notice shall be published at least once in a newspaper of general circulation printed and published in the city, and also in appropriate trade publications, if any, circulated

within the general area. Such other notice as the purchasing officer or designee deems appropriate shall be made.

B. Notices Inviting Bids. Notices inviting bids shall include a general description of the goods, articles, services or equipment to be purchased, any required bidder's security or performance bonds, state where bid blanks and specifications may be secured and the time and place for the opening of bids.

C. Bidder's List. The purchasing officer or designee shall maintain a list of responsible bidders for various categories of supplies, equipment, and general services. A solicitation for a bid shall be sent to all responsible prospective contractors or suppliers whose names are on the bidder's list for the category of equipment, supplies or general services subject to the bid request.

D. Bidder's Security/Failure to Sign Contract. If the city requires a bidder's bond or other form of security, the bidder's security shall be prescribed in the notice inviting bids in an amount equal to ten percent (10%) of the bid amount. Bidder's security shall be either a cash deposit with the city, a cashier's or certified check payable to the city, or a bidder's bond. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the city council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the council may award the contract to the next lowest responsive, responsible bidder.

E. Bid Opening Procedure. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project, and "Bid" on the envelope. Bids shall be opened by city staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening.

F. Local Preference. Quality and service being equal, a local preference of one percent shall be given to local bidders located within the city, the difference being the sales tax the city would receive on the sale in the case of vendors.

G. Bid Evaluation Procedures. All bids and bidders shall be analyzed by purchasing officer or designee and the responsible department for bidder's qualifications and compliance with bid specifications. The purchasing officer or designee shall prepare a recommendation to the department for award or rejection; the department shall then prepare a recommendation for award or rejection to the city council.

H. **Rejection of Bids.** In its discretion, the city council may reject all bids and readvertise. If no bids are received, the city council may proceed with the procurement without further complying with this chapter using whatever method it deems appropriate, such as rebid, abandon acquisition, or negotiate a contract.

I. **Award of Contracts.** Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended according to criteria designated in the solicitation, provided the award amount is within the unencumbered appropriation for that item. The city council may waive any minor bid irregularities.

J. **Tie Bids.** If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the council may accept either bid or accept the lowest bid made by negotiation with the tied bidders.

K. **Performance Bonds.** The city may require a performance bond in such amount as it shall find reasonably necessary to protect the public interest. If the city requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids. (Ord. 01-14 (part); prior code § 2.91.090)

3.04.140 Special equipment/supplies; sole source purchases; and bid exceptions.

A. **Special Equipment/Supplies.** In purchasing any special equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the purchasing officer or department head may:

1. Limit bidding to a specific product type, or a brand name product; or
2. Utilize a request for proposal approach where warranties, servicing obligations, and product performance will be evaluated in addition to the price of the product, and the award of the contract is made by the council to the proposer it deems is in the best public interest.

B. **Sole Source Purchases.** Commodities or services that can be obtained from only one vendor, or one distributor authorized to sell in this area, are exempt from the competitive bidding requirements in Section 3.04.100 and are deemed sole source purchases. Sole source purchases may include proprietary items sold direct from the manufacturer. All sole source purchases shall be supported by written documentation indicating the facts and nature supporting the determination of a sole source, signed by the appropriate department head and forwarded to the purchasing officer. Approval of any sole source acquisition shall be obtained from the city council for an award of a contract or purchase order greater than twenty-five thousand dollars (\$25,000.00).

C. Bid Exceptions. The competitive bid process is not applicable to certain purchases. The following are exempt from bid processes of this chapter:

1. Departmental purchases, as defined in Section 3.04.110;
2. Subscriptions;
3. Trade circulars or books;
4. Newspaper advertisements and notices;
5. Utility payments;
6. Land.

(Ord. 01-14 (part): prior code § 2.91.100)

3.04.150 Cooperative purchasing with other agencies.

The bidding requirements of Section 3.04.100 shall not apply to the purchasing of any equipment or supplies which the purchasing officer decides to obtain through a cooperative competitive bidding procedure prepared by and processed through another public, local, state, or federal governmental agency. If it is determined to be in the best interest of the city, the purchasing officer is authorized to "piggy-back" onto or join into an existing written purchase contract, which contract was obtained within the last twelve (12) months through a competitive bidding process prepared by and awarded by another public, local, state or federal government agency. However, the city council's approval shall be required prior to and for the joining of a "piggy-back" purchase or cooperative purchase for a purchase greater than twenty-five thousand dollars (\$25,000.00). (Ord. 01-14 (part): prior code § 2.91.110)

3.04.160 Recycled supply products specification.

If in procuring supplies a recycled product can achieve the necessary city performance standard, and if such recycled product is readily available, specifications should, if economically feasible, require products made with recycled materials be bid. If the department head determines that: (1) a recycled product lacks performance capabilities or needed quality levels; or (2) a sufficient amount of such recycled or reusable product is not currently available in the market, then a reduced percentage can be required, or the supply specification can be limited to nonrecycled or virgin materials. When recycled products are required, reasonable efforts shall be made to label the products as containing recycled materials. As used in this section, recycled products does not mean used products, but is limited to new products made with materials which have been recycled. (Ord. 01-14 (part): prior code § 2.91.120)

3.04.170 Emergencies.

Bidding procedures may be dispensed with in the case of an emergency. The city council delegates to the city manager the authority to declare a public emergency and enter into contracts for any purchase in accordance with section 3.04.340. The city manager's authority is subject to confirmation by the city council at its next meeting for any purchase in excess of twenty-five thousand dollars (\$25,000.00). (Ord. 01-14 (part); prior code § 2.91.130)

3.04.180 Surplus supplies and equipment.

All departments shall submit to the purchasing officer, at such times and in such forms as he or she may prescribe, reports showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer may direct that the designated supplies or equipment be:

- A. Transferred to another city department or agency;
 - B. Exchanged or traded in on new supplies and equipment; or
 - C. Disposed of in some other suitable manner, which may include sale at auction or deposit at a landfill.
- (Ord. 01-14 (part); prior code § 2.91.140)

3.04.190 Inspection and tests.

The purchasing officer or designee or department requesting the item shall inspect all deliveries of supplies and equipment to assure conformance with the contract or order specifications. The purchasing officer or designee, at his or her discretion, may require such reasonable chemical and physical tests of samples of supplies and equipment as he or she deems necessary to determine the quality in conformance with those specifications. (Ord. 01-14 (part); prior code § 2.91.150)

Article 3

Public Works Projects

3.04.200 Uniform construction cost accounting procedures.

The city council has elected to become subject to the Uniform Public Construction Cost Accounting Act and procedures as established by the California Uniform Construction Cost Accounting Commission in Public Contract Code Section 22000, et seq.. (Ord. 01-14 (part); prior code § 2.92.010)

3.04.210 Bidding procedures for various project amounts.

- A. A public work project of forty-five thousand dollars (\$45,000.00) or less may be performed by city force account, by negotiated contract, or by purchase order.

B. A public work project greater than forty-five thousand dollars (\$45,000.00) and less than or equal to one hundred seventy-five thousand dollars (\$175,000.00) may be let to contract by informal bid procedures.

C. A public work project of more than one hundred seventy-five thousand dollars (\$175,000) shall, except as otherwise provided in this chapter, be let to contract by formal bidding procedure.

The described project costs limits of subsections (A) through (C) of this section shall be increased automatically as authorized pursuant to the adjustments made by the California Uniform Construction Cost Accounting Commission under Public Contracts Code Section 22034. (Ord. 01-14 (part): prior code § 2.92.020)

3.04.220 Negotiate contract or purchase order procedures.

For those projects qualifying under Section 3.04.210(A), the applicable department head shall obtain a cost estimate from the project engineer or architect prior to issuing a purchase order or negotiating a contract with a responsible contractor. For any city force account work, the department head shall first comply with the guidelines established by the California Uniform Construction Cost Accounting Commission in determining the cost of the public work. The city manager shall have the authority to award and to execute any contract for the public work qualifying under Section 3.04.210(A). (Ord. 01-14 (part): prior code § 2.92.030)

3.04.230 Informal bidding procedures.

For those projects which qualify under Section 3.04.210(B) for informal bidding, the following procedures shall be used:

A. Bidder's List. The city shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors' list shall be consistent with the Uniform Public Construction Cost Accounting Act rules.

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall include a general description of the services and/or articles to be purchased, where bid blanks and specifications may be obtained, the time and place for bid openings, and whether bid deposit or bond and faithful performance bond will be required.

2. Mailing of Notice. Unless the product or service is proprietary, all contractors on the city's list for the category of work being bid shall be mailed a notice inviting informal bids, or an

announcement/advertisement shall be placed in all construction trade journals, or both such mailing and advertising. The trade journals shall be those identified by the California Uniform Construction Cost Accounting Commission as appropriate for this area, in accordance with California Public Contract Code Section [22036](#).

3. Ten-day Notice. Notices inviting informal bids shall be posted at the city hall and mailed at least ten (10) calendar days before the due date of submission of bids to all firms or suppliers on the bidder's list for the category of equipment, supplies, or general services being bid and to such other vendors as the public works director deems appropriate.

4. Proprietary Products or Services. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting bids may be sent exclusively to such contractor or contractors.

C. Award. The city council shall award the contract to the lowest responsive and responsible bidder whose bid or proposal fulfills the purpose intended according to criteria designated in the solicitation. The council may waive any minor bid irregularities.

D. Bids in Excess of Statutory Amount. If all bids received are in excess of one hundred seventy-five thousand dollars (\$175,000.00), the city council may by passage of a resolution by a four-fifths vote, award the contract up to one hundred eighty-seven thousand five hundred dollars (~~\$185,500.00~~) (\$187,500.00) to the lowest responsible bidder if it determines the cost estimate of the city was reasonable. (Ord. 01-14 (part); prior code § 2.92.040)

3.04.240 Formal bidding procedures.

For those projects which qualify under Section [3.04.210](#)(C) for formal bidding, the following procedures shall be used:

A. Adoption of Plans. Prior to soliciting bids, the city council shall approve and adopt the plans, specifications and working details, and authorize the bid request for all public work projects in excess of one hundred seventy-five thousand dollars (\$175,000.00).

B. Notice. The city clerk shall prepare a notice inviting bids.

1. Contents of Notice. The notice inviting bids shall state the time and place for the receiving and opening of sealed bids and distinctly describe the project.

2. Publication of Notice. The notice shall be published at least once fourteen (14) calendar days before the date of opening the bids in a newspaper of general circulation, which is circulated within the jurisdiction of the city.

3. Mailing of Notice. The notice inviting formal bids shall also be sent electronically, if available, by either facsimile or electronic mail and mailed to all construction trade journals specified by the California Uniform Construction Cost Accounting Commission as appropriate for the area. The notice shall be mailed at least fifteen (15) calendar days before the date of opening the bids.

4. Other Notice. In addition to notice required by this section, the city may give other notice as it deems proper.

C. Bid Opening Procedure. Sealed bids shall be submitted to the city clerk's office and shall be identified as to bidder, project and bid on the envelope. Bids shall be opened by the city clerk's staff in public at the time and place stated and as described in the notice inviting bids. A written record and tabulation shall be made at that time of all bids received, and shall be open for public inspection during regular business hours for a period of two years after the bid opening. The public works director shall make an analysis of the bids for compliance with bid specifications and thereafter make a recommendation for award or rejection.&&

D. Award. Contracts shall be awarded by the city council to the lowest responsive and responsible bidder whose bid fulfills the purpose intended, according to criteria designated in the solicitation. The council may waive minor bid irregularities. (Ord. 01-14 (part); prior code § 2.92.050)

3.04.250 Bonds.

A. The city shall require labor and materials bonds for projects in excess of \$25,000 in accordance with California Civil Code Section 9550, as may be amended from time to time. The city council may require bid security or bid bonds and/or performance bonds from an acceptable surety in such amounts as it finds reasonably necessary to protect the public interest. If the city requires a bond, the form and amount of the bond shall be described in the notice inviting bids.

B. Unsuccessful bidders shall be entitled to the return of bid security within sixty (60) days of the date of the award. However, the lowest responsive and responsible bidder shall forfeit all or part of its bid security, as may be determined by the council, upon the bidder's refusal or failure to execute the contract within ten (10) days after the date of the award of the contract. On the refusal or failure of the lowest responsive and responsible bidder to execute the contract, the city council may award the contract to the next lowest responsible bidder. (Ord. 01-14 (part); prior code § 2.92.060)

3.04.260 No bids received.

If no bids are received through the formal or informal procedure, the project may be performed by city employees by force account or by negotiated contract without further complying with this chapter. (Ord. 01-14 (part): prior code § 2.92.070)

3.04.270 Tie bids.

If two or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the city council may accept either bid or accept the lowest bid made by negotiation with the tied bidders. (Ord. 01-14 (part): prior code § 2.92.080)

3.04.280 Rejection of bids.

In its discretion, the council may reject any bids presented. If after the first invitation of bids all bids are rejected, the city shall state the reasons for the rejection and after reevaluating its cost estimates of the project, the city shall have the option of any of the following:

- A. Abandoning the project;
- B. Readvertising for bids in the manner described in this chapter; or
- C. By passage of a resolution by a four-fifths vote of the council declaring that the project can be performed more economically by city employees, may have the project done by force account without further complying with this chapter. (Ord. 01-14 (part): prior code § 2.92.090)

3.04.290 Emergencies.

A. In cases of emergency as defined in this chapter, the city, pursuant to a four-fifths vote of the council may proceed at once to replace or repair any public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without adopting plans, specifications, working details, or giving notice for bids to provide contracts. The work may be done by day labor under the direction of the council, by contractor, or by a combination of the two.

B. The city manager may order any action under this section subject to the provisions of California Public Contract Code Section 22050. (Ord. 01-14 (part): prior code § 2.92.100)

3.04.300 Prevailing wages required.

Public works contracts are subject to prevailing wage requirements as set forth in Labor Code sections 1720, et seq., as may be amended from time to time. (Ord. 01-14 (part): prior code § 2.92.110)

3.04.310 Pre-qualification of bidders.

Prospective bidders on a public works contract may be required to be pre-qualified in accordance with procedures adopted by city council resolution, subject to the provisions of California Public Contract Code Section 20101. (Ord. 01-14 (part): prior code § 2.92.120)

Article 4

Professional Services

3.04.320 Award of professional service contracts based upon competence.

In contracting for those professional services as defined in Section 3.04.020, contracts should only be awarded to firms or persons who have demonstrated an adequate level of experience, competence, staffing and other professional qualifications necessary for more than a satisfactory performance of the services required. Once the department requesting the service has determined a firm has an adequate level of competence, the cost of the service may be considered. However, the lowest cost may not be the sole factor in deciding which firm or who shall be awarded the contract. It may be in the city's best interest to award the contract to a higher priced professional services provider based on the scope of services available, unique skills, staffing levels, timing, prior experience, past working relationship and other factors required by the department or proposed by that professional services provider. The information needed for determining that level of competence, other qualifications and the procedure for selecting such services shall be determined by each city department responsible for recommending the professional service contract. (Ord. 01-14 (part): prior code § 2.93.010)

3.04.330 Request for proposal/qualification.

The acquiring of professional services shall be procured through negotiated contract and may include requests for proposals/qualifications. Contracting for professional services is decentralized and shall be the responsibility of the department head requesting the service. (Ord. 01-14 (part): prior code § 2.93.020)

3.04.340 Contracting authority.

The city manager shall approve professional service or consulting contracts up to and including twenty-five thousand dollars (\$25,000.00). The city council shall approve professional service or consulting contracts greater than twenty-five thousand dollars (\$25,000.00). (Ord. 01-14 (part): prior code § 2.93.030)



**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: Public Hearing

Subject: Consideration and proposed approval of a resolution adopting a Tentative Parcel Map Extension-Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue.

CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration

Prepared By: Noah Housh, Planning and Community Improvement Director

NH

Approved By: Jennifer Phillips, City Manager

JPH

BACKGROUND

January 16, 2007-The Planning Commission held a public meeting to review the proposed subdivision and after reviewing the project and associated issues, the Commission requested that a joint public hearing be scheduled with the City Council to discuss the interconnectivity of streets and utilities in this area.

February 13, 2007-A joint public meeting of the Planning Commission and City Council was held on to address the circulation of issues of the Euser/Greer subdivision project and the Magnolia Oaks project.

March 6, 2007-The Planning Commission discussed the projects again at a public hearing and the consensus of the Commission was that the Euser/Greer property was not the preferred location for an access road to serve the El Bonita/Lugo Park neighborhood.

May 1, 2007-The Planning Commission opened the public hearing and took comment on the Initial Study/Mitigated Negative Declaration and continued the hearing to June 5, 2007.

June 5, 2007-The PC reviewed the proposed subdivision and the proposed Initial Study/Mitigated Negative Declaration and approved the Initial Study/Mitigated Negative Declaration and Tentative Parcel Map.

June 12, 2007-The City Council concurred with the Planning Commission's decision to approve the Tentative Map.

2008-2013-The California Legislature passed numerous bills automatically extending the expiration dates of tentative maps, vesting tentative maps and tentative parcel maps for previously approved tentative maps in good standing at the time of the bills passing.

April 30, 2014-Applicant filed a Tentative Parcel Map Extension application requesting the City extend the life of the approved Map. This request was approved by Council Resolution 2014-53.

DISCUSSION

Rutherford Investors, LLC requests approval of a Tentative Parcel Map extension to allow the subdivision of a 40,946 sq. ft. site into four parcels of 9,448 sq. ft.; 9,286 sq. ft.; 11,307 sq. ft.; and 10,736 sq. ft. for single family residential development. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits, fronting onto Sulphur Springs Avenue. Each of the proposed lots are over the minimum lot size requirement of 7,000 square feet.

The existing driveway will be removed and re-graded in favor of a new private street serving the four properties, which will dead end at the most northerly parcel (#4). The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for storm water sub-drain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The two existing residences would be relocated onto two of the proposed parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time. Design Review approval will be required for the construction/relocation of the homes onto the newly created parcels.

A new water main will be constructed from Sulphur Springs Avenue to serve the four parcels. The existing septic system will be removed and all four properties will be connected to city sewer.

According to §16.16.110 of the St. Helena Municipal Code, upon application of the subdivider (filed at least twenty (20) days prior to the expiration of the tentative map), the time at which such map expires may be extended by the City Council for one year, and on further application (twenty (20) days before the expiration of the one year extension), the subdivider may request a second one-year extension, and on further application (twenty (20) days before the expiration of the second one-year extension) may request a third one-year extension. No extension shall be permitted beyond the third one-year extension.

An extension of time may be granted if the City Council finds the subdivision, at the time the application for the extension of time is heard, conforms to the then-existing general plan, is consistent with the zoning of the parcels and conforms to the improvement standards that are being imposed upon similar new subdivisions. The City Council may condition its approval by subjecting the subdivider to any increase in applicable development fees or to new development fees which have occurred since the approval of the map.

ISSUES

The original Tentative Map approval conditioned the project to construct full frontage improvements (curb, gutter and sidewalk) along the portion of the project site which is adjacent to Sulphur Springs Road. Currently there are no curb, gutter and/or sidewalk improvements anywhere along Sulphur Springs within close proximity of the project site, except for the intersection of Arrowhead Drive. Further east toward Main Street, Sulphur Springs is improved with curb and gutter.

Rather than construct the frontage improvements, the applicant has requested the City Council approve an alternative frontage design (see Alternative 2-Decomposed Granite Path) rather than the conditioned improvements (Alternative 1-Standard Sidewalk).

FISCAL IMPACT

There are no negative fiscal impacts on the City associated with the approval of a second, one-year extension of the previously approved Tentative Parcel Map 2005-77. Design Review and Building permit application fees and Development Impact Fees associated with the relocation of the existing homes and the construction of the new homes on each of the properties will be paid to the City.

RECOMMENDED ACTION

1. Adopt Resolution approving an extension of Tentative Parcel Map 2005-77 for twelve months (will expire January 25, 2017) subject to all previously required conditions of approval and mitigation measures originally required of the approved subdivision.

ATTACHMENTS

- A. Resolution
- B. Resolution Attachment A (PC Approval Resolution)
- C. Resolution Attachment B (Mitigation Monitoring and Reporting Plan)
- D. Project Plans (Civil Improvement Plans, ROW and Easement Plan, Grading Plan, Etc.)
- E. Frontage Improvement Alternatives and Photos
- F. Initial Study/Mitigated Negative Declaration

CITY OF ST. HELENA
RESOLUTION No. 2015-

**APPROVING AN EXTENSION OF TENTATIVE PARCEL MAP 2005-77 TO ALLOW
THE SUBDIVISION OF 1486 SULPHUR SPRINGS AVENUE INTO FOUR SEPARATE
PARCELS FOR SINGLE FAMILY RESIDENTIAL DEVELOPMENT**

RECITALS

- A. On May 4, 2015, Robert Greer of Rutherford Investors, LLC requested approval of an extension of a previously approved Tentative Parcel Map (2005-77) which approved subdivision of an (approximately) 40,946 square foot parcel into four individual parcels for single family residential development. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.; and
- B. This Tentative Parcel Map had been previously approved by the Planning Commission and City Council; and
- C. This Tentative Parcel Map had benefitted from the automatic Map extensions granted by the State and also from a Tentative Map Extension granted by the City Council; and
- D. Pursuant to St. Helena Municipal Code §16.16.110, upon application of the subdivider (filed at least twenty (20) days prior to the expiration of the tentative map), the time at which such map expires may be extended by the City Council for one year and said extension may be granted up to three times, and
- E. In addition, the State of California passed numerous legislation providing automatic extensions to Tentative Maps in response to the economic impacts of the "Great Recession", which has granted additional validity to the approved Map beyond the time which would typically be permitted for a Parcel Map.

FINDINGS

NOW, THEREFORE, the City Council of the City of St. Helena does find:

- 1. That the proposed extension and the previously approved Tentative Parcel Map was subject to the requirements of the California Environmental Quality Act (CEQA) and that no significant environmental impact will result from said actions.
- 2. That the proposed subdivision, together with the provisions for its design and improvement, is consistent with the general plan, any applicable specific plan, and other applicable provisions of this code; and
- 3. That the design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision, as described in the state Subdivision Map Act and any guidelines promulgated by the city council.

RESOLUTION

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

A. The Tentative Parcel Map for the described project is granted subject to compliance with the conditions listed below. The project shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. Pursuant to the Municipal Code, Section 16.16.100, and the Subdivision Map Act of the State of California the tentative map approval is valid for an additional one (1) year period ending January 25, 2017, and no extensions of Parcel Map 2005-77 shall be permitted beyond this date.
2. All uses of the properties shall be in compliance with the MR: Medium Density Residential zoning district regulations.
3. Compliance with all conditions of approval identified and required in Tentative Parcel Map Resolution 2005-77 (Exhibit A attached hereto) are required. Evidence of compliance with these requirements must be demonstrated on all plans submitted for building permit and/or encroachment permit review, as appropriate.
4. Compliance and implementation of all stipulations and requirements identified in the Initial Study, Mitigated Negative Declaration and the resulting Mitigation Monitoring and Reporting Plan (Exhibit B attached hereto) is required to be clearly demonstrated on all plans submitted for build permit and/or encroachment permit review.
5. The applicant/owner shall be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels (as determined by the Public Works Director). The applicant/owner must request City Council approval of a reimbursement agreement if desired.
6. Design Review and other discretionary approvals (as identified in the City of St Helena Municipal Code) are required for construction and/or relocation of each of the homes proposed on the newly created parcels prior to submittal for building permits.

Public Works Conditions

7. Approval of this project shall be subject to the requirements of, and all improvements shall be designed and constructed in accordance with, the most current version at the time of improvement plan submittal, Caltrans Standards and Specifications, the City of St. Helena Municipal Code, the St. Helena Water and Sewer Standards, the St. Helena Street, Storm Drain and Sidewalk Standards, and all current federal, state and county codes governing such improvements.
8. Provide details of any and all proposed fencing and/or walls on all plans submitted for building permit review.
9. The project conditions of approval require the construction of ADA compliant improvements along the property front including driveway, sidewalk, curb, and gutter. Said improvements shall be identified and incorporated into all plans submitted for building and encroachment permit approval. Standard frontage improvements cross section consists of a 5' landscape area, 5' sidewalk (measured from TC), 8' parking (including gutter pan), 5' bike lane, 12' vehicle lane; in each direction. Any new asphalt shall taper back to the existing edge of pavement. As a component of these frontage improvements, the project shall reconstruct the roadway to the centerline, and slurry seal the entire road along the project frontage.
10. Recognizing the applicants have requested an alternative frontage improvement design consisting of a drainage swale, landscaped area and a decomposed granite pathway be approved, the applicants shall pay an in-lieu fee covering the entire costs of standard frontage improvements (design referenced above in Condition 9.), prior to final map recordation. The final determination regarding the value of these improvements shall be made by the Director of Public Works.
11. For any improvements outside the existing building envelope, a grading and drainage plan showing topographic data, all easements, infrastructure onsite and directly adjoining, and an erosion control plan shall be submitted for review and approval by the City Engineer prior to the issuance of a building permit. If the project entails more than 50 cubic yards of soil disturbance, 10,000 square feet of disturbance area, a cut or fill of 3 feet or more, or alteration of any drainage pattern, a grading permit shall be required.
12. Drainage needs to be routed to prevent inundation of neighboring properties. Grading and/or site improvement plans shall show how 2-year and 10-year storm flows shall be handled on site and/or diverted at the property lines to prevent inundation of neighboring properties. All stormwater and erosion control plans shall conform to the latest State and City codes at a minimum.

13. Prepare and implement a Stormwater Control Plan as required by the Bay Area Stormwater Management Agencies Association (BASMAA) Post-Construction Manual, dated July 14, 2014.
14. Site plans submitted for building permit review shall identify the location of any trees within the project area. Additionally, please identify all existing vegetation including location, species, and sizes and also indicate what vegetation is to be protected or removed.
15. The applicant shall install an approved backflow device behind the existing water meter prior to Certificate of Occupancy. Any new and modified existing water laterals, meters and backflow prevention devices shall be required and constructed in accordance with the current requirements of the City of St. Helena's Water Standards and the California Department of Health Standards. Existing meter boxes located within a driveway shall be retrofitted with a traffic-rated box. New laterals shall be located perpendicular to the water main and outside any driveway/drive aisle.
16. Remodels or new construction which require fire sprinklers shall install an appropriately-sized water service with appropriate backflow and meter devices prior to Certificate of Occupancy. Fire system calculations shall be submitted with the Grading and Drainage Plan to verify fire service lateral and meter sizing. Deferred submittals are not accepted.
17. This project is subject to the City's Water Neutrality Policy which states that all new development must be water neutral. Prior to recordation of the final map, a water neutrality analysis must be prepared that identifies the offsite improvements required by this project. Alternatively, a note shall be added to the final map stating that no building permits will be issued until water neutrality requirements are met.
18. All wastewater lines of the proposed development must be connected to the St. Helena sewer system and designed in accordance with the City sewer system standards, including sewer cleanouts at the property line.
19. Construct curb, gutter and sidewalk along the project frontage on Sulphur Springs Road per City specifications prior to Certificate of Occupancy.
20. Install a concrete driveway approach on Sulphur Springs Road per current City and ADA standards prior to Certificate of Occupancy.
21. The applicant shall repair all public improvements that are damaged by the construction process in accordance with the City Water/Sewer/Street/Storm Drain/Sidewalk Standards prior to Certificate of Occupancy.

22. Existing streets being cut by new utility services will require edge grinding and an A.C. overlay per City standards, extent to be determined by the Public Works Department.
23. The applicant shall be required to obtain an encroachment permit for improvements in the public right-of-ways prior to receiving a grading or building permit, authorizing site work, or construction activities on the site.

Approved at a Regular Meeting of the St. Helena City Council on January 26, 2016, by the following vote:

Mayor Galbraith:	_____
Vice Mayor White:	_____
Councilmember Crull:	_____
Councilmember Dohring:	_____
Councilmember Pitts:	_____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

Exhibit A

TENTATIVE PARCEL MAP 2005-77

**TENTATIVE PARCEL MAP
OF THE CITY OF ST. HELENA, STATE OF CALIFORNIA,
GRANTED TO JOHN EUSER AND ROBERT GREER
1486 SULPHUR SPRINGS AVENUE**

PROPERTY OWNER: Rutherford Investors, LLC APN: 009-362-024 & 025, SFAP

Recitals

1. John Euser and Robert Greer, Rutherford Investors, LLC requested approval of a Tentative Parcel Map to divide a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.

The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The existing development on the lot consists of two single family detached homes, which is a legal non-conforming configuration. The two existing residences would be relocated onto two of the proposed parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time.

A new water main will be constructed from Sulphur Springs Ave. to serve the four parcels. The existing septic system will be removed and all four properties will be connected to city sewer.

2. The Planning Commission of the City of St. Helena, State of California, held noticed public hearings for this project on January 16, February 13, March 6, May 1 and June 5, 2007 for the purpose of reviewing the Tentative Parcel Map.

Findings

A. The Planning Commission determined that the project was subject to CEQA and adopted a Mitigated Negative Declaration, including the recommended mitigation measures attached to the

Initial Study and Mitigation Monitoring and Reporting Program (MMRP). The comment period was April 27 through June 5, 2007. The Planning Commission adopted the Mitigated Negative Declaration on the following basis:

1. This project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.
2. This project does not have impacts that are individually limited, but cumulatively considerable.
3. This project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

B. Pursuant to the Subdivision Ordinance, Section 16.08.020 the Planning Commission made the following findings and approved the Tentative Parcel Map.

1. The proposed subdivision, together with the provisions for its design and improvement, is consistent with the General Plan, any applicable specific plan and other applicable provisions of the code.
2. The design of the proposed subdivision provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.
3. The map complies with the City of St. Helena Subdivision Ordinance and with the State Subdivision Map Act.

Resolution

A. The Tentative Parcel Map for the described project is granted subject to compliance with the conditions listed below. The project shall be in conformance with all City ordinances, rules, regulations and policies in effect at the time of issuance of a building permit. The conditions noted below are particularly pertinent to this permit and shall not be construed to permit violation of other laws and policies not so listed.

1. Pursuant to the Municipal Code, Section 16.16.100, the tentative map approval is valid for a two (2) year period ending June 5, 2007. The subdivider or any interested person adversely affected by a planning commission action with respect to the tentative parcel map may, within ten (10) days after the decision, file an appeal in writing with the planning director. The city council shall consider the appeal within thirty (30) days after the date of filing of the appeal, unless the subdivider consents to a continuance.
2. Pursuant to Municipal Code 16.16.110, any request for an extension of the Tentative Parcel Map must be justified in writing and received by the Planning Department at least twenty (20) days prior to expiration. The time at which such map expires may be extended by the Planning Commission for one year, and on further application twenty (20) days before the expiration of the one year extension, the subdivider may request a

- second one-year extension, and on further application twenty (20) days before the expiration of the second one-year extension may request a third one-year extension. No extension shall be permitted beyond the third one-year extension.
3. Compliance with all permit conditions shall occur in accordance with specific regulations but in all cases not later than prior to occupancy or initiation of use unless another time is set by law or by this approval. Occupancy or final inspection of a project may be withheld if all conditions, including payment of fees for services rendered by the City, are not met.
 4. The applicant will defend and indemnify and hold the City, its agents, officers, and employees harmless of any claim, action or proceedings to attack, set aside, void or annul an approval so long as the City promptly notifies the applicant of any such claim, action, or proceedings and the City cooperates fully in the defense of the action or proceedings.
 5. Provided they are in general compliance with the Tentative Parcel Map, minor modifications may be approved by the Planning Director.
 6. The Tentative Parcel Map shall run with the land and shall be binding upon all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to their benefit and the benefit of the City of St. Helena.
 7. The primary purpose of this review is for compliance with the General Plan and Zoning Ordinance. The owner/applicant is responsible for meeting with the Building Official / Fire Inspector to review compliance with Building and Fire Codes, including fire protection systems and the accessibility standards of Title 24.
 8. This authorizes the division of a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft., consistent with Exhibits A - F, unless modified herein.
 9. Pursuant to Section 16.24.100, a Final Parcel Map shall be approved by the City Engineer and Planning Commission and recorded with the Napa County Recorder prior to issuance of a building permit for construction on Parcel B.
 10. Prior to recordation of Final Map, existing homes must be moved or demolished to comply with required Medium Density Residential standards for yards and setbacks in relation to the new property lines.
 11. All required fees, including planning fees, development impact fees, and building permit shall be paid prior to issuance of building permit. Fees shall be those in effect at the time of the issuance of the building permit.
 12. Consistent with Chapter 17.146, Housing Trust Fund, Housing Impact Fee and Inclusionary/ In Lieu Fee Requirements, the applicant shall pay housing fees on all new floor area. Credit will be given for the two existing homes on the property.
 13. Consistent with the Urgency Water Conservation Ordinance (Toilet Retrofit Program),

the applicant shall be required to retrofit the equivalent of 5 single-family dwelling units for each new home built. Credit will be given for the two existing homes on the property. If the applicant is unable to complete the retrofits an in-lieu fee of \$1,000 per required retrofit, or \$10,000.00 will be required at time of issuance of building permit.

14. All uses of the property shall be in compliance with the MR: Medium Density Residential zoning district regulations.
15. Prior to approval of the Final Map, the applicant/owner shall provide an access easement giving each property owner use of the private road. The applicant/owner shall also provide a maintenance agreement, homeowner's association CC&R's or other legal vehicle to insure that the maintenance responsibilities of the private road are shared by the owners of the four properties. This document shall be reviewed and approved by the City Attorney.
16. The applicant/ owner shall be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels. The applicant / owner must request City Council approval of a reimbursement agreement.
17. The Applicant shall make written application to the City of St. Helena for Sewer Service to the new parcels in conformance with Chapter 13.20.070 of the St. Helena Municipal Code.
18. The applicant/ owner shall construct a City standard water lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond.
19. The Applicant shall make written application to the City of St. Helena in conformance with Chapter 13.04 of the St. Helena Municipal Code for Water Service to the new parcels.
20. The applicant/ owner shall be required to lay a new water main from Sulphur Springs Avenue to serve the four parcels and any potentially benefiting contiguous parcels beyond. The applicant / owner must request City Council approval of a reimbursement agreement. The water main shall be constructed in conformance with City Standards .
21. Water and sewer lines to service the four parcels shall be laid along the easterly side of the private street.
22. All overhead utilities on the site shall be undergrounded.
23. The applicant shall be responsible for compliance with all mitigations measures adopted as part of this project and listed in the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (MMRP) adopted as part of the this permit.
24. City of St. Helena Tree Committee shall review the final landscape and fencing plan prior to issuance of building permits for construction on the property to insure

compliance with Mitigation Measures.

25. Plant materials shall be purchased from a source that verifies they have been inspected for glassy winged sharpshooter to ensure that they will not contribute to the spread of Pierce's disease to the surrounding vineyards.
26. Landscape plans shall comply with Ordinance 92-20, Water Efficient Landscape Standards and Procedures. Plans shall be designed and verified by a landscape professional and shall include drought tolerant landscaping and low water irrigation systems. Landscaping shall not block vision from exits or at street intersections. I
27. To reduce disturbance of residents in the project vicinity, construction activities which generate noise that can be heard at the property line of any parcel of real property within the City limits shall be limited to 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of materials/equipment and cleaning and servicing of machines/equipment shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.
28. The Applicant shall indicate in writing to the City of St. Helena the disposition of all existing water well(s) within the parcel(s) (Chapter 13.16 St. Helena Municipal Code). If one or more wells are to be abandoned, or abandoned and have not been properly destroyed, the Applicant shall provide the City with a true and correct copy of a Permit approved by the Napa County Department of Environmental Management for destruction of the well(s) in conformance with the applicable State of California Water Well Standards as well as confirmation of such destruction in the form of a true and correct copy of the State of California Department of Water Resources Form-188 filed by the Applicant's contractor for each such destruction.

I HEREBY CERTIFY that the foregoing Tentative Parcel Map was duly and regularly adopted by the Planning Commission of the City of St. Helena at a regular meeting of said Planning Commission held on June 5, 2007 by the following roll call vote:

AYES:

NOES:

ABSENT:

Carol Poole, Planning Director

John Euser, Property Owner

Robert Greer, Property Owner

Exhibit B

**Rutherford Investors, 1486 Sulphur Springs Road
Mitigation Monitoring and Reporting Program**

Mitigation Measure	Implementing Responsibility	Monitoring Responsibility	Monitoring Schedule	Verification
<u>Aesthetics</u>				
1. Exterior lighting shall be directed downward or the light source shielded to prevent glare visible from adjacent properties.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
<u>Air Quality</u>				
2. All grading and construction equipment shall be shut down when not in use to ensure the project's contribution to maintaining existing ambient air quality within the vicinity of the project site and to avoid unnecessarily exposing people in the area to odors and fumes associated with such equipment.	Project Applicant	St. Helena Planning and Building Department St. Helena City Engineer	Ongoing throughout project construction	
3. Grading and excavation activities shall not occur during windy periods to avoid unnecessary exportation of dust and similar materials that can degrade air quality.				
4. Exposed soil surfaces shall be sprinkled with non-potable water to retard dust and disturbed areas shall be fully landscaped upon completion of the project.				
5. Demolition materials and solid waste including broken asphalt and concrete, soils stockpiles,				

steel, wood and metal scraps materials, domestic waste, and similar materials shall be properly managed to prevent the accumulation of dust or similar materials that can degrade air quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 6. Grinding of broken asphalt, concrete, wood or other materials on the site prior to their removal shall be prohibited to avoid degrading the ambient air quality in the area. 7. The collection of materials, such as construction debris and loose dirt, within the public right-of-way adjacent to the site shall be prohibited. 8. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 30 days or more to reduce the accumulation of dust particles in the air.	9. For the importing of materials for clean fill to the site, trucks shall maintain adequate freeboard and their materials shall be covered to minimize release of materials into the air. 10. To the extent practicable, reusable materials shall be recycled.	11. Prior to issuance of building permits, the applicant shall develop a building construction plan to be approved by the Planning Director and Building Official to insure that the homes exceed Title 24 Energy Efficiency Standards and receive a green rating under either the LEEDS, Green Points Checklist, or other acknowledged rating system for energy conservation and green building practices. City of St. Helena green building standards will apply if adopted by the time of building permit submittal.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits		
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	Project Applicant	St. Helena Planning and Building Department St. Helena Tree Committee	Prior to approval of building permits	
<u>Biological Resources</u> 12. Prior to issuance of building or grading permits, the owner shall submit a landscape plan that incorporates the following: • All Olive trees within the city R.O.W. are to be removed prior to construction and replanted within the R.O.W. when the private street and project infrastructure improvements have been completed. • All Olive trees on the project site are to be removed during construction and replanted on the project site when the private street and project infrastructure improvements have been completed. • All Oaks that are removed from the site will be replaced with like species at a ratio of three (3) new 15 gallon trees for every tree removed. • Prior to Certificate of Occupancy for new homes, all other species of trees removed from the site will be replaced with like species at a ratio of one (1) new 15 gallon tree for every tree removed. • Prior to issuance of building permits, the 32" Live Oak and 24" Blue Oak on site are to be evaluated by a certified arborist and certified as heritage trees if appropriate. Certification as heritage trees will require the establishment of a maintenance agreement which will protect and maintain the trees in perpetuity. • Should the arborist find that the 24" Blue Oak would not survive the removal of the existing house and subsequent site	Project Applicant	St. Helena Planning and Building Department St. Helena Tree Committee	Prior to approval of building permits	

improvements; it will be replaced with three (3) 15 gallon trees of the same species.					
<u>Cultural Resources</u>					
13. In the event that previously unknown paleontological artifacts or archeological materials or objects are unearthed during excavation or grading, all work in the discovery area shall be immediately halted pursuant to CEQA Guidelines 15064.5 (5)(e) and (f) and barricades installed surrounding the area until a qualified archeologist approved by the City is consulted to evaluate the material or object and determine avoidance measures to lessen the impacts in accordance with State and Federal guidelines. The developer shall comply with all mitigation recommendations of the qualified archeologist prior to commencing work in the discovery area and shall be responsible for all costs associated with these activities.	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction		
<u>Geology and Soils</u>					
14. A Soils Investigation/Geotechnical Report prepared by the developer's representative shall be prepared. Once accepted as complete by the City, the improvement plans for construction on the site shall incorporate all design and construction criteria specified in the report. The project geotechnical engineer shall approve and sign the improvement plans as conforming to his/her recommendations prior to final approval, assume responsibility for inspection of the work, and certify to the City, prior to acceptance of the work, that the work performed is adequate and	Project Applicant	St. Helena Planning and Building Department St. Helena City Engineer	Prior to approval of building or grading permits and ongoing throughout project construction		

complies with his/her recommendations. 15. The incorporation of the final grading and drainage plan shall be subject to review and approval by the City Engineer prior to issuance of a grading or building permit on the site. All project-related grading, trenching, backfilling, and compaction operations shall be conducted in accordance with the approved plan. 16. Storm water runoff on the site should be directed to a subsurface or a properly surfaced in-street storm drainage system to avoid runoff of topsoil and soil erosion. 17. All construction activities shall meet the Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.). 18. Permanent erosion control measures shall be placed on all slopes. Until permanent vegetation can be established, temporary erosion control measures shall be implemented through the first winter. 19. Unless otherwise approved by the City, the project application shall ensure that grading or excavation activities shall be limited to the period between April 15 and October 15. No such grading or excavation shall be performed except in accordance with the approved plan and schedule. Modifications to the construction time frame may be imposed/approved by the City based on weather and site conditions.				
<u>Hazards and Hazardous Materials</u> 20. No hazardous materials (e.g. fuel, oil, paints and solvents, fertilizer, growth inhibitors, etc.) shall be stored on the site without first providing a plan to the City and receiving approval of said plan by the City, which includes, but is not	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction	

limited to, identification of the type of materials, their intended use during construction, a schedule for use on the site, and the method of enclosed storage in areas that are not susceptible to infiltration by water. 21. In the event of a hazardous spill both the City's Fire Department and the State Office of Emergency Service (OES) shall be contacted.		St. Helena Fire Department		
<u>Hydrology and Water Quality</u> 22. The Developer shall ensure that no construction materials (e.g., concrete, paint, sediment) are conveyed into the storm drain system. The developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 23. All materials that could cause water pollution (i.e., motor oil, fuels, paints, etc.) shall be stored and used in a manner that will not cause any pollution. All discarded material and any accidental spills shall be removed and disposed of at an approved disposal site. 24. All construction activities shall be performed in a manner that minimizes, to the maximum extent practicable, any pollutants entering directly or indirectly the storm water system or ground water. The Developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system. 25. Developer shall meet the requirements of discharging to a public storm drainage system as required to ensure compliance by the City with all applicable state and federal laws. 26. Developer shall mark all new storm drain inlets	Project Applicant	St. Helena Planning and Building Department St. Helena City Engineer	Ongoing throughout project construction	

with permanent markings, which state “No Dumping—Flows to River.” This work shall be shown on improvement plans. 27. Demolition materials and solid waste, including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps, domestic waste, and similar materials, shall be properly managed to prevent the accumulation of dust or similar materials that can degrade water quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility. 28. The collection of materials, such as construction debris and dirt, within the public right-of-way adjacent to the site shall be prohibited. 29. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 10 days or more to reduce the accumulation of dust particles in the air. 30. Drainage shall be designed as required by adopted City standards and shall not impede any natural existing drainage from adjacent parcels.				
Noise 31. To reduce disturbance of residents in the project vicinity, construction activities, which generate noise that can be heard at the property line of any parcel of real property within the City limits, shall be limited to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of equipment and removal of debris associated with the demolition of this structure shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be	Project Applicant	St. Helena Planning and Building Department	Ongoing throughout project construction	

granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits. 32. Construction equipment must have state-of-the-art muffler systems required by current law. Muffler systems shall be properly maintained. 33. Noisy stationary construction equipment, such as compressors, shall be placed away from developed areas off-site and/or provided with acoustical shielding. 34. Grading and construction equipment shall be shut down when not in use.				
<u>Public Services</u> 35. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for schools and public safety at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department	Prior to approval of building permits	
<u>Recreation</u> 36. Prior to issuance of building permit, the applicant shall be required to pay development impact fees	Project Applicant	St. Helena Planning and	Prior to approval of building	

for civic improvement at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Building Department	permits	
<u>Transportation</u> 37. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for traffic at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant St. Helena Planning and Building Department	Prior to approval of building permit	
<u>Utilities and Service Systems</u> <u>Water</u> 38. The Final Map shall be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels. 39. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for water at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees 40. This project is subject to the water conservation measures and toilet retrofit program as set forth in municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Five toilet retrofits per single family house and 3.5 retrofits	Project Applicant City Engineer Project Applicant St. Helena Planning and Building Department	Prior to approval of Final Map Prior to approval of building permits	

per apartment or second unit must be completed prior to issuance of building permits, or an in-lieu fee of \$1,000 per retrofit will be collected. It is the responsibility of the developer to show proof of retrofit completion at the time the certificate of occupancy is issued or the in-lieu fee will not be refunded. 41. Water conservation measures shall be incorporated into project design and construction in accordance with applicable codes and ordinances, including installation of ultra-low volume flush toilets and urinals, showerheads, toilets and faucet aerators. 42. Installation of on-demand water heater with recirculating pump. 43. No building permits shall be issued if the city has entered a Phase IV or V water shortage emergency. 44. No water shall be used for cleaning streets during or following construction activities; flushing storm drains; and flow testing for fire sprinkler design except as approved by city director of public works. 45. Non-potable water shall be used for grading, dust control, street, pipeline or similar construction. 46. Prior to construction within existing roadway areas, the property owner shall ascertain the location of all underground utility systems and shall design any proposed subsurface utility extensions to avoid disrupting the services of such systems.				
<u>Wastewater</u> 47. The project developer shall extend the municipal sewer westerly on Sulphur Springs Ave. to the project site (a distance of approximately 600 feet) and shall construct a City Standard lateral	Project Applicant	St. Helena City Engineer	Prior to Final Map Approval	

to serve all four parcels. The sewer shall be sized appropriately for the future connection of any other potentially benefiting parcels. Developers will be required to obtain Council approval of a reimbursement agreement for future connections to the sewer line. The City Engineer and project owner may agree to credit the sewer impact fee for any required oversizing of the sewer pipe, in lieu of a reimbursement agreement. 48. Prior to approval of final map and annexation to the sewer district, the developer shall enter into an agreement with the City Engineer to fully mitigate the increased sewage effluent load and flow created by the project.	Project Applicant	St. Helena City Engineer	Prior to approval of Final Map	
No building permits for the project shall be issued until the mitigation has been completed or the capacity limits on the wastewater treatment plant operating permit have been increased by the RWQCB. Mitigation shall include the following: • The applicant shall make improvements or contribute an enhanced fee to fund improvements to address dry weather water infiltration and inflow to offset the increased flow attributable to the project. • The applicant shall either make improvements or contribute an enhanced fee to fund improvements that result in an amended permit to offset the increased load attributable to the project. 49. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for sewer at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department and City Engineer	Prior to issuance of building or grading permit	

<u>Solid Waste</u> 50. During the construction period of the project, the property owner shall use the franchised garbage hauler for the service area in which the project is located to remove all wastes generated during project development, unless Developer transports the project waste. If the property owner transports the project's waste, property owner shall use the appropriate landfill for the service area in which the project is located. 51. The property owner shall provide for the source separation of wood waste for recycling. The property owner shall use the franchised garbage hauler for the service area in which it is located for collection of such wood waste, unless the property owner transports such wood waste to a location where wood waste is recycled.	Project Applicant	St. Helena Building Department and City Engineer	Ongoing throughout project	
<u>Storm Drain</u> 52. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for storm drain at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.	Project Applicant	St. Helena Planning and Building Department	Prior to issuance of grading or building permit	

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RECORDED AND INDEXED, unless the VALUE RECORDED or any other INDEXED NUMBER shows a different date. CITY OF LOS ANGELES, COMMISSIONER OF PUBLIC WORKS, COUNTY OF LOS ANGELES, CALIFORNIA. REGISTERED IN THE OFFICE OF THE COUNTY CLERK OF LOS ANGELES, CALIFORNIA, ON 01/11/2011.

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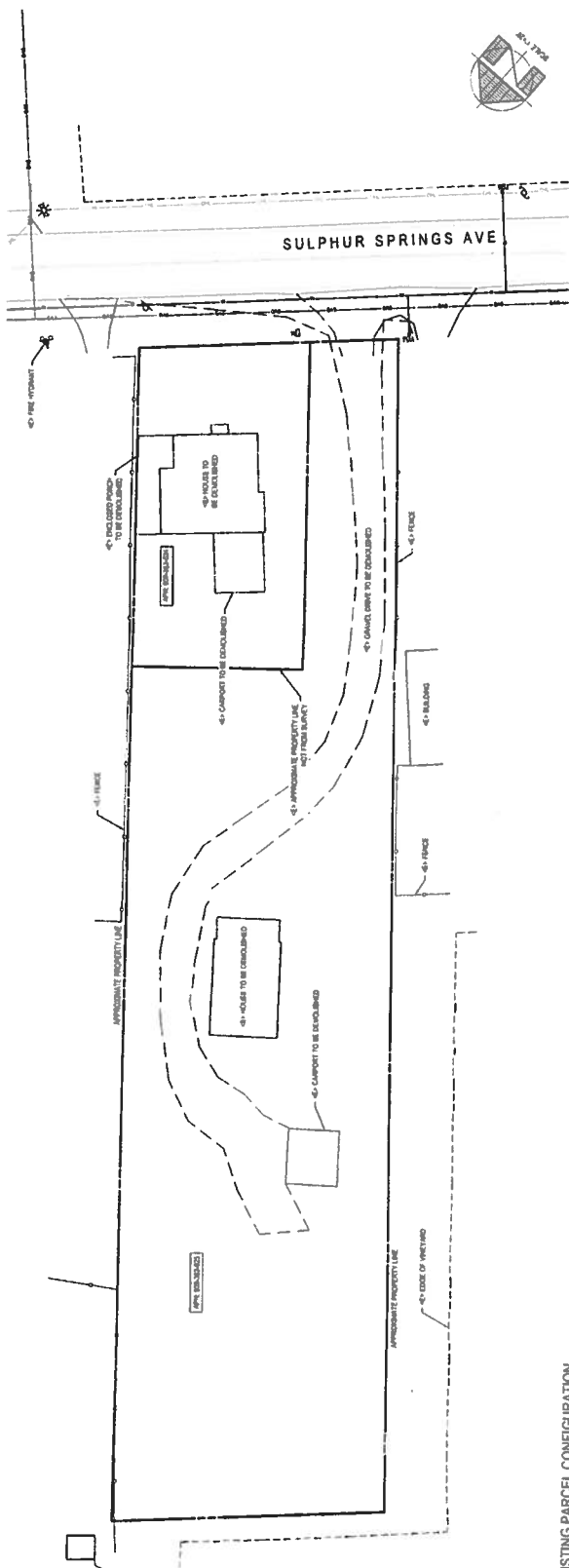
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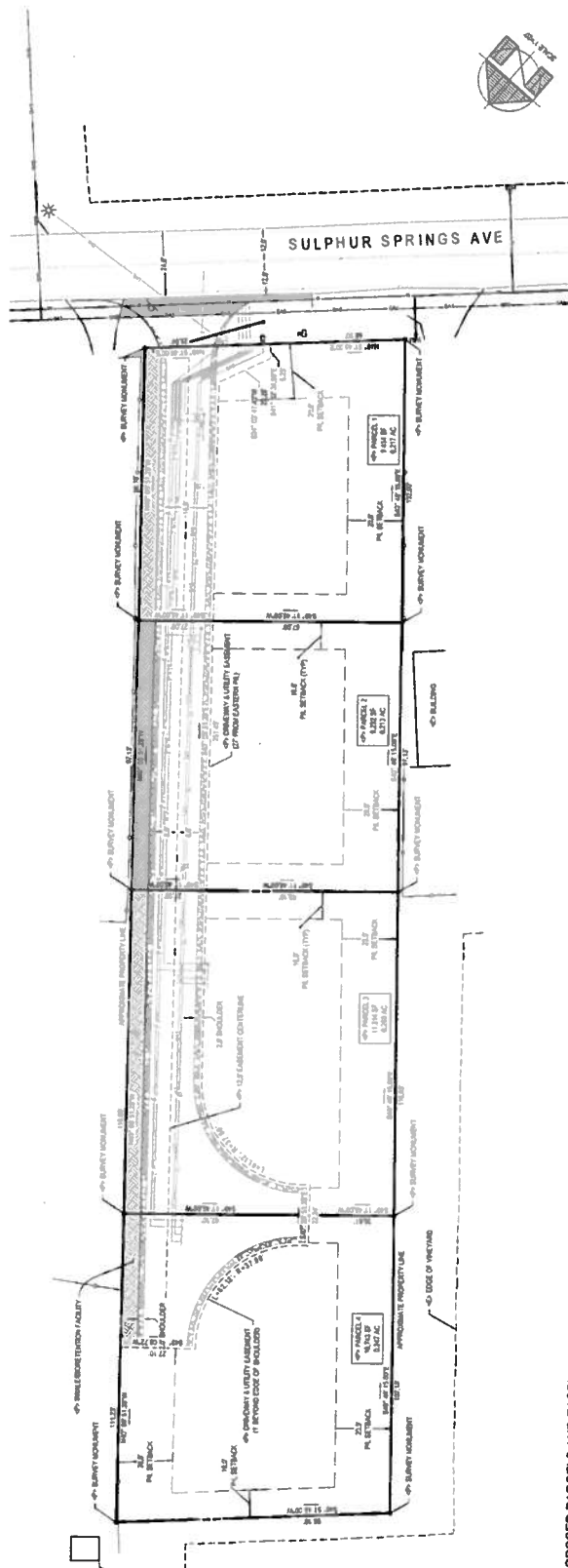
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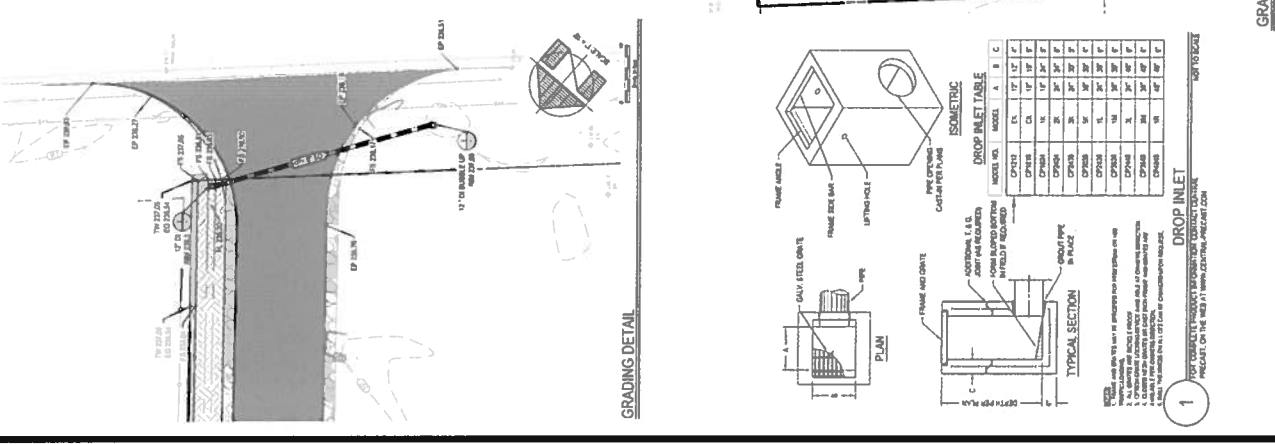
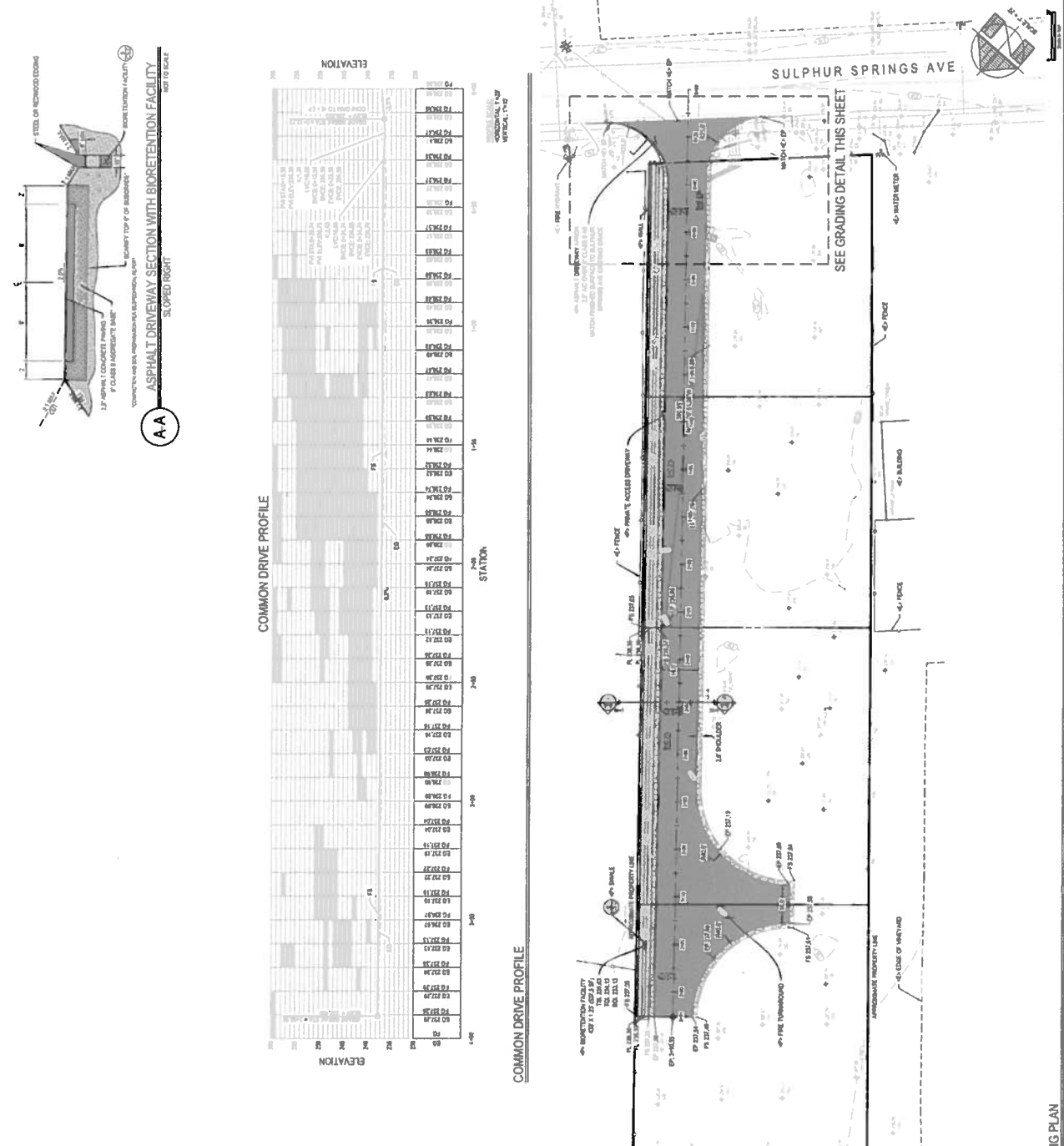
CIVIL IMPROVEMENT PLANS
ROW AND EASEMENT PLAN

DELTA CONSULTING & ENGINEERING
OF ST. HELENA
4 MOORE STREET, SUITE 202 ST. HELENA, CALIFORNIA 941
707-633-4488 • 707-633-0228 FAX

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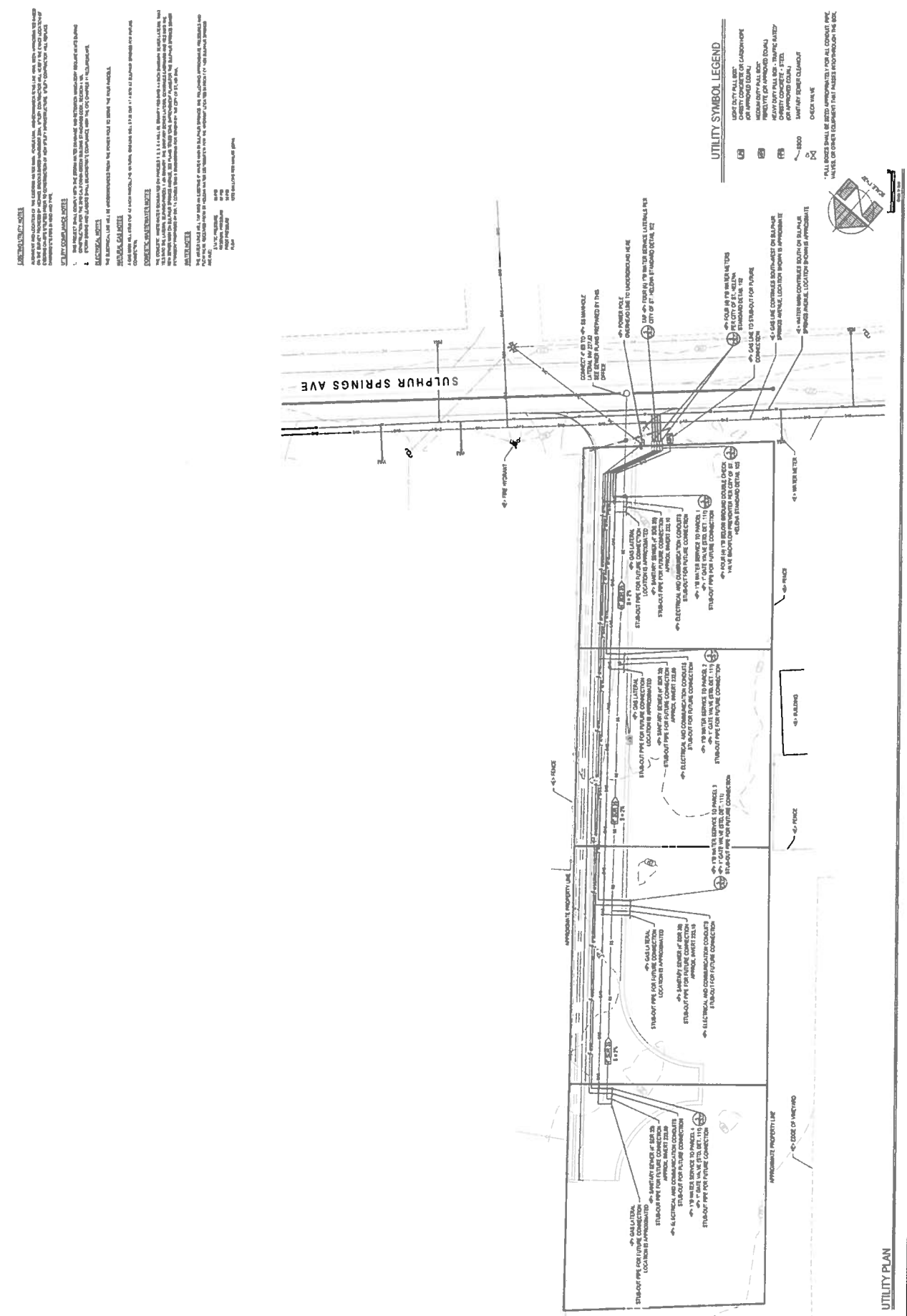






SULPHUR SPRINGS SUBDIVISION
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CIVIL IMPROVEMENT PLANS
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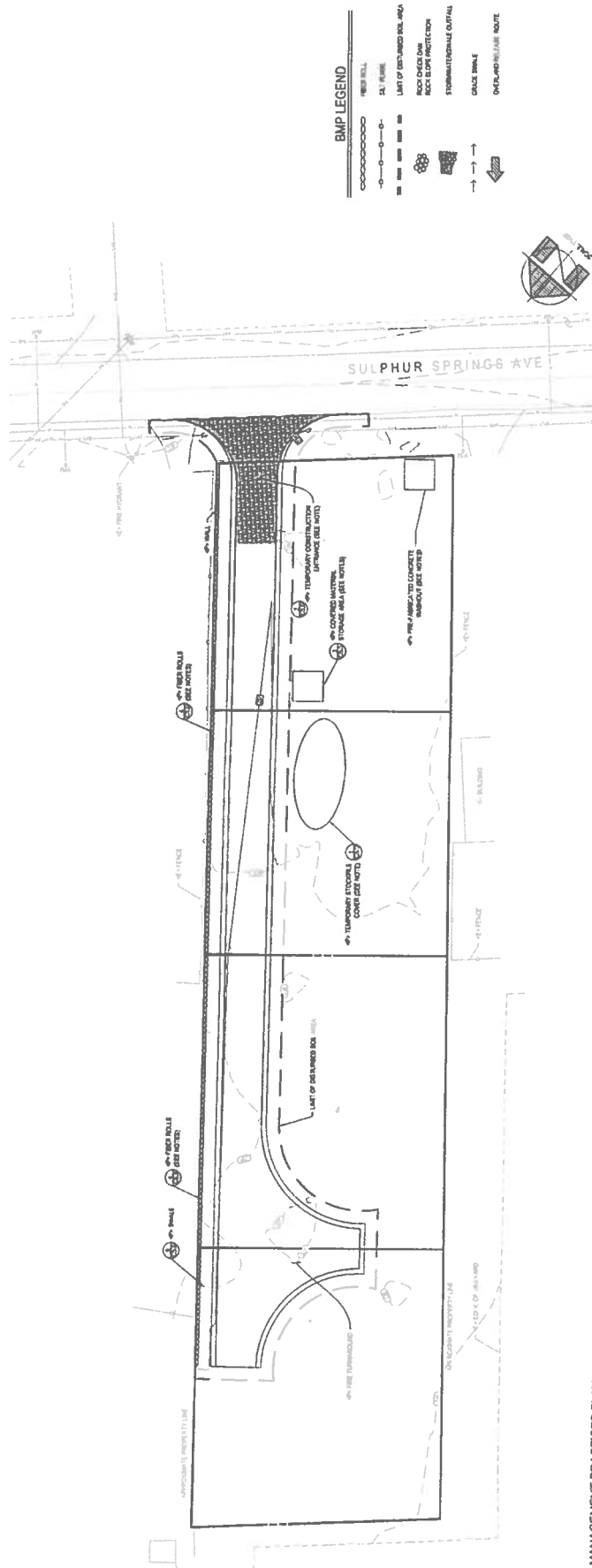
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SOLPHOR SPRINGS SUBDIVISION
ST HELENA, CA 94574
APN: 009-362-024
PROJECT: 0117



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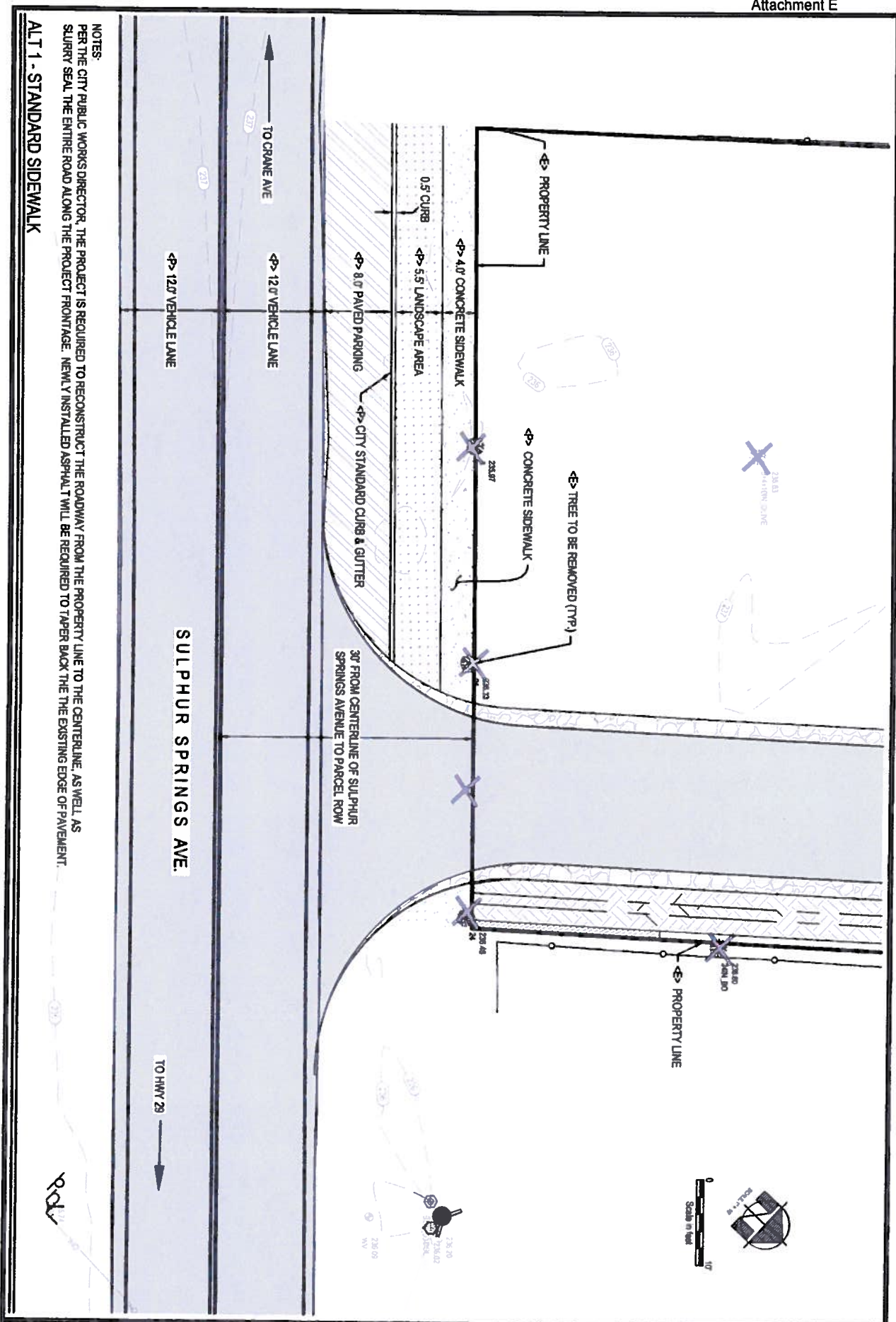
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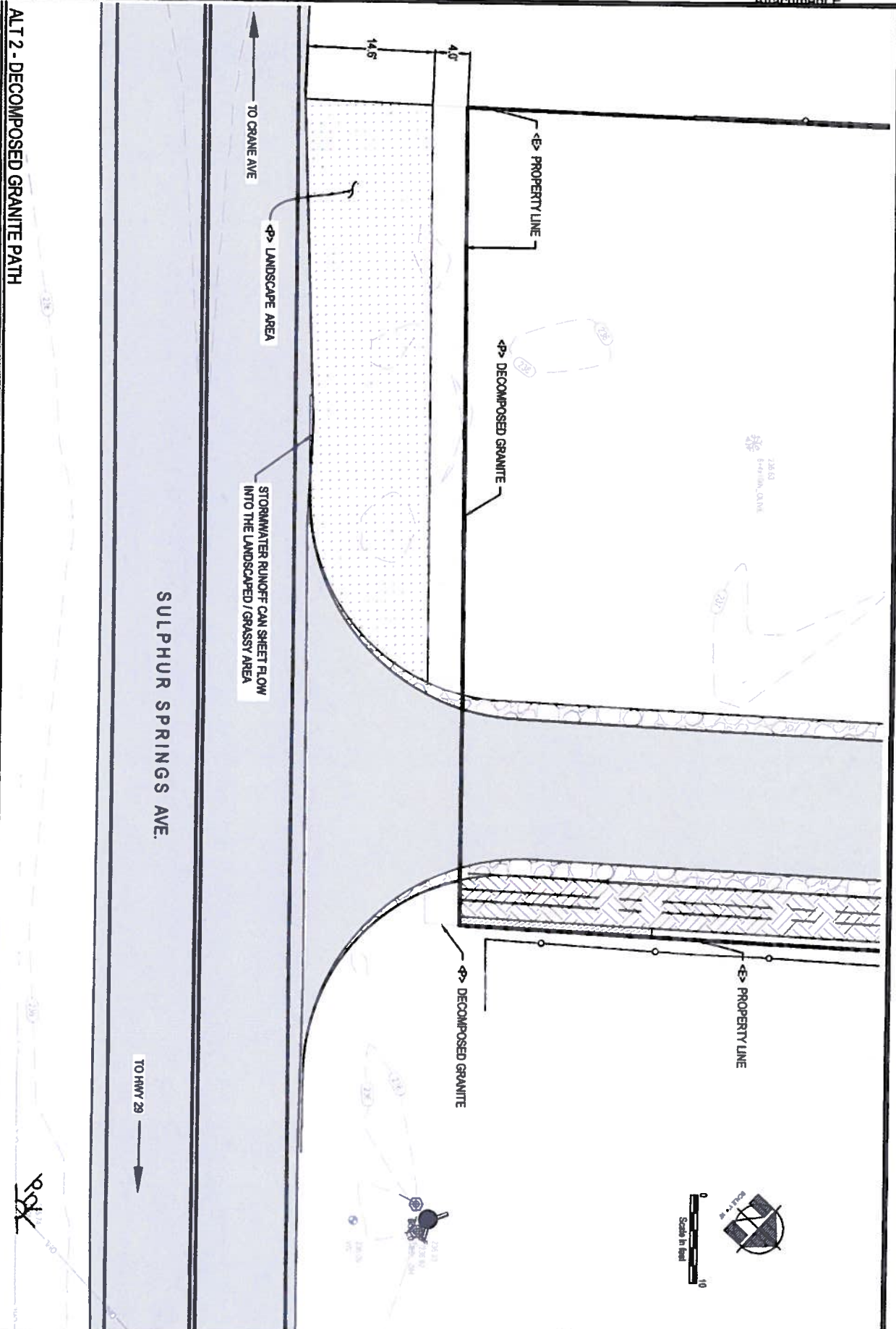
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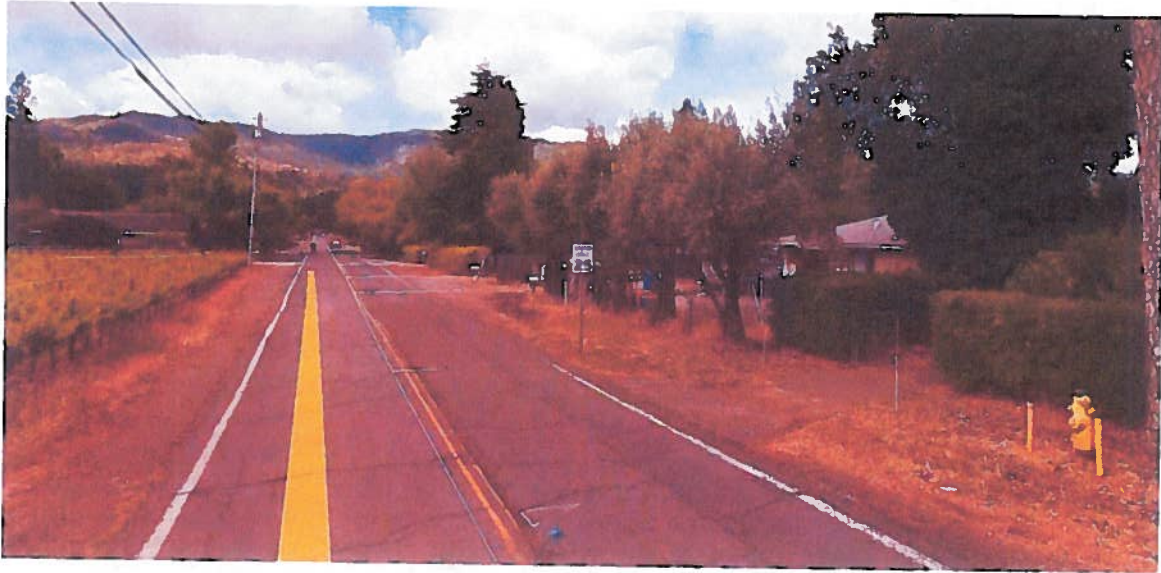


NOTES:
PER THE CITY PUBLIC WORKS DIRECTOR, THE PROJECT IS REQUIRED TO RECONSTRUCT THE ROADWAY FROM THE PROPERTY LINE TO THE CENTERLINE, AS WELL AS SLURRY SEAL THE ENTIRE ROAD ALONG THE PROJECT FRONTAGE. NEWLY INSTALLED ASPHALT WILL BE REQUIRED TO TAPER BACK THE THE EXISTING EDGE OF PAVEMENT.

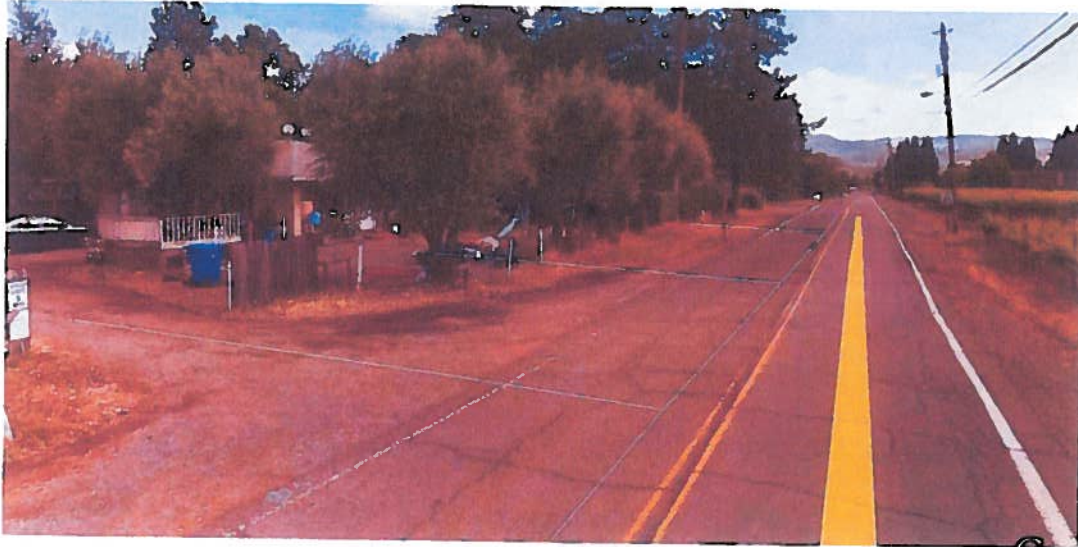
ALT 1 - STANDARD SIDEWALK



1486 Sulphur Springs: Existing Conditions
West-Bound View



1486 Sulphur Springs: Existing Conditions
East-Bound View



City of St. Helena
Planning Department
 1480 Main Street, St. Helena, CA 94574
 (707) 967-2792



INITIAL STUDY OF ENVIRONMENTAL SIGNIFICANCE

April 27, 2007

PROJECT NAME:	Euser/Greer Parcel Map
FILE NUMBER:	2005-77
SITE ADDRESS:	1486 Sulphur Springs Avenue, St. Helena, California 94574
APN:	009-362-024, & 025 SFAP
GENERAL PLAN:	Medium Density Residential
ZONING:	MR: Medium Density Residential
PROPOSER:	John Euser and Robert Greer, Rutherford Investments, LLC

PROJECT DESCRIPTION

The project is a Tentative Parcel Map to divide a 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.. The property is designated Medium Density Residential and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave.

The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The private street will be constructed with a fire truck turnaround between parcels #2 and #3, and an emergency vehicle staging area at the front of parcel #4. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

The property is currently developed with two single family detached homes, which is a legal non-conforming configuration. The assessor's map shows the two homes on separate parcels for assessment purposes only. (This does not create two legal lots, but allows the owner to receive two property tax assessments.) The two existing residences would be relocated onto two of the parcels and reconfigured as necessary to comply with the required yards and setbacks of the new property lines. No new development is proposed for the remaining two parcels at this time.

The homes are served by municipal water, but not by sewer. If the project is approved, the existing septic system will be removed and all four properties will be connected to city sewer. The developers will be required to extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties and any other potentially benefiting parcels, and to construct a City Standard lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond.

The existing water service to the property will be maintained but the developers will be required to lay a new water main from Sulphur Springs Avenue to serve the four parcels and any potentially benefiting contiguous parcels beyond. The water main shall be constructed in conformance with City Standards. Water and sewer lines to service the four parcels will be laid along the easterly side of the private street. All overhead utilities will be undergrounded on the site.

Curb, gutter and sidewalk are not being required along the project frontage. A public street has not been required because it is not necessary to serve four parcels. The private street is not on a separate parcel, but will be achieved by reciprocal easements over each of the front three parcels to benefit all of the parcels.

ENVIRONMENTAL SETTING

Located in the northern portion of the San Francisco Bay Area approximately 70 miles northeast of San Francisco and Oakland, the City of St. Helena is a 130-year-old community of residential, commercial and agricultural uses. St. Helena lies approximately 17 miles north of the City of Napa, which serves as the county seat for Napa County, and is accessed by State Route 29. The Napa River runs through the eastern portion of St. Helena and is fed by several tributaries within St. Helena, including Sulphur Springs Creek and York Creek.

The project site is slightly less than one acre in size and is located in the southwest quadrant of the city limits with frontage on Sulphur Springs Ave. The site is primarily flat lands and contains two homes.

Other existing land uses in the vicinity of the project site include primarily single-family homes on three sides (south, west and east) and agricultural vineyard to the north.

GENERAL PLAN AND ZONING

The City of St. Helena General Plan provides the vision for the community's natural and built environment through a series of goals and policies. To ensure that this desired vision is realized, the General Plan has been designed to be internally consistent and cross-referenced with other documents, including the City's Zoning Ordinance which guides, controls and regulates future growth and development in a sound and orderly manner. The project site is designated in the General Plan as Medium Density Residential. The Medium Density Residential designation provides for single-family, duplex and triplex residential units and similar and compatible uses. Residential densities are required within the range of 5.1 to 16 dwelling units per gross acre. Medium Density Residential is the dominant residential land use category in the city.

The City of St. Helena Zoning Ordinance implements the goals and policies of the General Plan. Several different districts are identified in the Zoning Ordinance that are intended to, among other things, provide for a wide range of uses and enhance the community's vision to preserve, protect and enhance its unique character and quality of life. The project site is not located in any other overlay zoning districts, such as the historic preservation districts, and there are no specific plans that have been adopted relating to the project site.

REQUIRED DISCRETIONARY ACTIONS

Approval of the proposed project will require the following discretionary actions:

Tentative Parcel Map to divide the 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.

Demolition or House Moving Permit to remove or relocate existing houses so that they do not cross new property lines.

OTHER PUBLIC AGENCY REVIEW

In addition to the required City entitlements identified above, other agencies that have discretionary authority to undertake or approve all or some portion of the proposed project (and which are considered Responsible Agencies under CEQA) include:

- Regional Water Quality Control Board which requires a Notice of Intent (NOI) to comply with the National Pollutant Discharge Elimination System (NPDES) general permit for storm water discharges and a Storm Water Pollution Prevention Plan (SWPPP) for the site.

There are no other Responsible or Trustee Agencies¹ that require review as part of the approval of the proposed project.

¹ A Responsible Agency is an agency that has discretionary approval over one or more actions involved with implementation of a proposed project. A Trustee Agency is a State agency having discretionary approval or jurisdiction by law over material resources affected by a proposed project.

DOCUMENTS INCORPORATED BY REFERENCE

CEQA Guidelines Section 15150 recognizes the desirability of reducing the volume of documentation necessary for environmental review and authorizes incorporation by reference any portion of relevant documents that provide general background to the environmental document. As such, this Initial Study incorporates the following documents, which were reviewed as part of the analysis of certain topical sections provided herein:

City of St. Helena, General Plan Policy Document (1993)
City of St. Helena, Zoning Ordinance (1994)
City of St. Helena, Subdivision Ordinance (1991)

Additional documents not reflected in this section are identified and analyzed within the Initial Study. These documents are available for review at the City of St. Helena Planning Department, 1480 Main Street, St. Helena, CA 94574 (707) 967-2792.

PURPOSE OF INITIAL STUDY

The fundamental premise on which CEQA is based is that environmental protection can be achieved through informing decision-makers and the public about a project's potential environmental effects and identifying ways to reduce them. As a public disclosure document, an Initial Study must identify all effects on the environment resulting from a project and indicate the manner in which these effects can be mitigated or avoided to a less-than-significant level. Where it is uncertain that a significant effect on the environment may occur, or where a significant effect is found to exist but cannot be mitigated to a less-than-significant level, an Environmental Impact Report (EIR) must be prepared.

Although this project would normally qualify for exemption from CEQA pursuant to Section 15315, Class 15, Minor Land Divisions, recent information on the lack of capacity within the City of St. Helena wastewater treatment plant changes that determination pursuant to CEQA Guidelines section 15300.2 (b) and (c), Exceptions. CEQA exemptions are inapplicable when the cumulative impact of successive projects of the same type in the same place, over time is significant (b). A categorical exemption shall not be used for an activity where there is a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances (c).

ENVIRONMENTAL PROCEDURES AND CHECKLIST

This Initial Study presents a preliminary evaluation of the potential environmental impacts resulting from the Euser/Greer Parcel Map application to divide the 40,946 sq. ft. parcel into four parcels of 9,448 sq. ft., 9,286 sq. ft., 11,307 sq. ft., and 10,736 sq. ft.

The Initial Study was prepared in accordance with the California Environmental Quality Act (Public Resources Code Section 21000-21178.1) and the Guidelines for Implementation of the California Environmental Quality Act (Chapter 3, Title 14, California Code of Regulations (*CEQA Guidelines*)). This Initial Study considers all aspects of the proposed project, as required by Section 15063(a) (1) of the CEQA Guidelines².

The Environmental Checklist provided below, as contained in Appendix G of the CEQA Guidelines, was utilized to focus this Initial Study on the environmental factors that may be impacted or further impacted by implementation of the proposed project. Following each of the topical areas presented in the Environmental Checklist, a brief discussion is presented regarding the topical environment setting, the relevance of the proposed project to the topical environment setting, any and all potential impacts within the topical area and, as appropriate, mitigation measures necessary to reduce potentially significant impacts to a ***less-than-significant*** level.

² Section 15063(a) (1) of the CEQA Guidelines requires that all phases of project planning, implementation, and operation must be considered in the Initial Study of the project.

SUMMARY OF ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below identify “Potentially Significant Impacts” affected by this project, as indicated by the checklist on the following pages. However, as demonstrated in this Initial Study in the applicable topical sections mitigations are proposed for incorporation into the project that will reduce or eliminate these impacts to “Less Than Significant” or “No Impact.”

- | | | |
|---|---|--|
| ☒ Aesthetics | ☐ Agricultural Resources | ☒ Air Quality |
| ☒ Biological Resources | ☒ Cultural Resources | ☒ Geology/Soils |
| ☒ Hazards & Hazardous Materials | ☒ Hydrology/Water Quality | ☐ Land Use/Planning |
| ☐ Mineral Resources | ☒ Noise | ☐ Population/Housing |
| ☒ Public Services | ☒ Recreation | ☒ Transportation/Traffic |
| ☒ Utilities/Service Systems | ☐ Mandatory Findings of Significance | |

DETERMINATION:

On the basis of information found in this initial evaluation, the City of St. Helena finds that:

- ☐ The proposed project COULD NOT have a significant effect on the environment and a NEGATIVE DECLARATION will be prepared.
- ☒ Although the proposed project could have a significant effect on the environment, there WILL NOT be a significant effect in this case because revisions in the project have been made or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ The proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ The proposed project MAY have a significant effect(s) on the environment, but at least one effect: 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards; and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets, if the effect is a “potentially significant impact” or “potentially significant unless mitigated.” An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

A Notice of Negative Declaration has been prepared and posted for the period of May 1, 2007 through June 5, 2007.

- ☐ DE MINIMIS IMPACT FINDING: The Department finds that there is no evidence before the City that the proposed project will have the potential for an adverse effect on wildlife resources or the habitat upon which wildlife depends; therefore, on the basis of substantial evidence, the presumption of adverse effect is rebutted. A Certificate of Fee Exemption will be completed and filed with the Notice of Determination for the project.
- ☐ Based on the information in this Initial Study, wildlife resources or the habitat upon which they depend may be impacted; therefore, even if the environmental effect is satisfactorily mitigated, the project is subject to the California Department of Fish and Game Environmental Fee.

Carol Poole, Planning Director
City St. Helena

Date

ENVIRONMENTAL CHECKLIST

This Environmental Checklist Form has been provided to assist in the analysis of the environmental issues associated with the project. The following standard rules, generated from the CEQA Guidelines, apply when completing and reviewing the Environmental Checklist Form:

1. *A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).*
2. *All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.*
3. *Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.*
4. *"Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).*
5. *Earlier analysis may be used where an effect has been adequately analyzed in an earlier EIR or Negative Declaration. In this case, a brief discussion should identify the following:*
 - a. *Earlier Analysis Used. Identify and state where they are available for review.*
 - b. *Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.*
 - c. *Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.*
6. *Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.*
7. *Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.*
8. *This checklist is only a suggested form, and lead agencies are free to use different formats. However, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.*
9. *The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to a level of less-than-significant.*

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
I. AESTHETICS. Would the project:				
a. Have a substantial adverse effect on a scenic vista?				✓
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c. Substantially degrade the existing visual character or quality of the site and its surroundings?				✓
d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?		✓		
Discussion: A project will normally have a significant environmental effect if it has a substantial, demonstrable, negative aesthetic impact. Although nighttime illumination will be created as a result of development of this previously vacant parcel, the levels of illumination resulting from the new residential development is considered to be a less than-significant impact. Moreover, the City's Design Review process requires consideration of an exterior lighting plan as part of the entitlement review process and a standard condition applicable to all new residential development requires that exterior illumination to be directed downward or the light source shielded to prevent glare visible from adjacent properties. Recommended Mitigation Measure: 1. Exterior lighting shall be directed downward or the light source shielded to prevent glare visible from adjacent properties. Conclusion: The proposed project will result in a less-than-significant impact on aesthetic resources.				
II. AGRICULTURAL RESOURCES. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b. Conflict with existing zoning for agricultural use or a Williamson Act Contract?				✓
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?				✓
Discussion: A project will normally have a significant environmental effect if it will convert prime agricultural land to nonagricultural use or impair productivity of prime agricultural land. The proposed project is located within the urban boundaries of the City of St. Helena on land that is unsuitable for agricultural use given its small size and prior conversion to residential uses. Additionally, the project site is surrounded on three sides by existing residential development. Although agricultural uses exist to the north of the project site, the aforementioned conditions do not make the project site a viable area for expansion of the nearby vineyard. Moreover, the proposed project is not located on land designated by the California Department of Conservation, Division of Land Resource Protection as farmland or farmland of importance (2004 Farmland Mapping and Monitoring Program Map). As such, the project will not result in the conversion of agricultural farmland, conflict with land zoned for agricultural use or influence any land under Williamson Act contract. Conclusion: The proposed project will result in no impact on agricultural resources, and therefore no mitigation measures are required.				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
III. AIR QUALITY. [Significance criteria established by the BAAQMD may be relied upon to make the following determinations] <i>Would the project:</i>				
a. Conflict with or obstruct implementation of the applicable air quality plan?		✓		
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			✓	
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			✓	
d. Expose sensitive receptors to substantial pollutant concentrations?				✓
e. Create objectionable odors or dust affecting a substantial number of people?			✓	
Discussion: A project will normally have a significant environmental effect if it will violate any ambient air quality standard, contribute substantially to an existing or projected air quality violation, or expose sensitive receptors to substantial pollutant concentrations. The City of St. Helena is located within the greater San Francisco Bay Area air basin. The Bay Area Air Quality Management District (BAAQMD) is responsible for administering provisions of federal and State clean air requirements, which include ongoing monitoring, enforcement and policy and program development within the region. Pursuant to the BAAQMD Guidelines, total emissions that exceed the daily thresholds of significance shall be considered to have a potentially significant impact. The threshold of significance is defined as 80 lbs/day of Reactive Organic Gases (ROG), 80 lbs/day of Nitrogen Oxides (NO_x), and 80 lbs/day of Small Particulate Matter (PM₁₀). Concern for regional air quality effects are addressed by monitoring these ROG's. One of the pollutants of greatest concern is carbon monoxide, which can be elevated as a result of increased levels of traffic and congestion along streets and at intersections associated with a proposed project. General Air Quality Effects – The City of St. Helena has generally good air quality due to relatively light development within much of the Napa Valley and due to breezes that flow through the valley in the summer evenings when air quality within the region is at its worst; however, the greater San Francisco Bay Area air basin is located in a federally non-attainment status for 1-hour ozone and in a State non-attainment status for 1-hour ozone and particulate matter. Although the City of St. Helena is a minor contributor, it is an incremental contributor to the quality of the regional air basin. However, a comparison of the City's population to the region's population illustrates that St. Helena represents less than .001% of the total population within the region. Additionally, there are no sensitive receptors (i.e. concentrations of children, the elderly, acutely ill, chronically ill, etc.) in the vicinity of the project site and the project is proposed on a site within the City's established urban limit line. Traffic Related Emissions – The proposed project would generate new vehicle trips (approximately 10 per unit) as a result of the 2 new homes located on the subject site. The single point of entry for these new residences is at Sulphur Springs Avenue. Any change in the level of carbon monoxide resulting from the additional vehicle trips would be minor within the larger air basin and would be consistent with the residential use envisioned in the City's General Plan and implementing ordinances, resulting in a less-than-significant impact. Construction Generated Dust – The project could result in temporary, short-term air quality impacts from dust generated by equipment and vehicles operating on the site during construction. This is a potentially significant impact when considering the cumulative effect on the greater San Francisco Bay Area air basin. The effects of construction activities, particularly relating to graded soils to construct the new roads, trench the utilities and set the building pads, would result in increased settling of dust on horizontal surfaces and locally elevated PM₁₀ (particulate matter) within or adjacent to the project site. Depending on weather conditions, PM₁₀ could cross the adjoining property lines and extend to the adjacent residential uses, although this does not represent an impact on a substantial number of people. Nonetheless, the actual level of emissions from construction-related impacts could vary greatly depending on a number of factors. Therefore, the BAAQMD's approach to CEQA analyses of				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
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construction impacts emphasizes implementation of effective and comprehensive control measures, rather than detailed quantification of emissions. BAAQMD guidelines establish that, if the following recommended control measures are implemented, the cumulative impact on air pollutant emissions from construction activities would be considered less-than-significant on the greater air basin.

Water all active construction areas at least twice daily.

Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard where transport of these materials occurs.

Pave, apply water, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at construction sites.

Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites.

Sweep adjacent public streets daily with water sweepers if visible soil material is carried onto streets.

These guidelines are recommended to minimize exposure to temporary, short-term construction-related pollutants. Consistent with the afore-referenced BAAQMD guidelines, the mitigation measures listed below are proposed to ensure maintenance of air quality standards, including PM₁₀ in the atmosphere, and where implemented in this proposed project will result in a less-than-significant impact on the air quality within the region.

Mitigation:

1. All grading and construction equipment shall be shut down when not in use to ensure the project's contribution to maintaining existing ambient air quality within the vicinity of the project site and to avoid unnecessarily exposing people in the area to odors and fumes associated with such equipment.
2. Grading and excavation activities shall not occur during windy periods to avoid unnecessary exportation of dust and similar materials that can degrade air quality.
3. Exposed soil surfaces shall be sprinkled with non-potable water to retard dust and disturbed areas shall be fully landscaped upon completion of the project.
4. Demolition materials and solid waste including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps materials, domestic waste, and similar materials shall be properly managed to prevent the accumulation of dust or similar materials that can degrade air quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility.
5. Grinding of broken asphalt, concrete, wood or other materials on the site prior to their removal shall be prohibited to avoid degrading the ambient air quality in the area.
6. The collection of materials, such as construction debris and loose dirt, within the public right-of-way adjacent to the site shall be prohibited.
7. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive for a period of 30 days or more to reduce the accumulation of dust particles in the air.
8. For the importing of materials for clean fill to the site, trucks shall maintain adequate freeboard and their materials shall be covered to minimize release of materials into the air.
9. To the extent practicable, reusable materials shall be recycled.

Global Warming Issues- There is substantial evidence that the heat-trapping properties of greenhouse gases (carbon dioxide, methane and nitrous oxide) have contributed to a warming of the Earth's temperature by about 1 degree in the past two decades. There is very strong evidence that most of the warming is due to human activities; activities that can be altered to result in a dramatic reduction in the production of these gases.

California will add more than 200,000 homes each year to meet the demands of the growing population. These homes will consume energy (approximately 30% of the electricity in California), water and other resources. To address the small but incrementally significant impact of the proposed project, the following mitigation measure is recommended:

10. Prior to issuance of building permits, the applicant shall develop a building construction plan to be approved by the Planning Director and Building Official to insure that the homes exceed Title 24 Energy Efficiency Standards and receive a green rating under either the LEEDS, Green Points Checklist, or other acknowledged rating

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
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system for energy conservation and green building practices. City of St. Helena green building standards will apply if adopted by the time of building permit submittal.

Conclusion: With these mitigations in place, adverse effects on air quality resulting from this project would be reduced to a **less-than-significant impact**.

IV. BIOLOGICAL RESOURCES. *Would the proposal result in:*

a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game (CDFG) or U.S. Fish and Wildlife Service (USFWS)?				✓
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the CDFG or USFWS?				✓
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?		✓		
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓

Discussion: A project will normally have a significant environmental effect if it will result in substantially diminishing habitat for fish, wildlife or plants or will substantially interfere with the movement of resident or migratory fish or wildlife.

The Euser/Greer Tentative Parcel Map project was discussed by the Tree Committee at their February 8, 2007 meeting. The site contains several specimen trees and two which should be evaluated as possible heritage trees. There was concern regarding the trees in the right-of-way as well as concern for the trees on site. The committee made the following recommendations, which are incorporated as mitigation measures for the project.

Mitigation

- Prior to issuance of building or grading permits, the owner shall submit a landscape plan that incorporates the following:
 - All Olive trees within the city R.O.W. are to be removed prior to construction and replanted within the R.O.W. when the private street and project infrastructure improvements have been completed.
 - All Olive trees on the project site are to be removed during construction and replanted on the project site when the private street and project infrastructure improvements have been completed.
 - All Oaks that are removed from the site will be replaced with like species at a ratio of three (3) new 15 gallon trees for every tree removed.
 - Prior to Certificate of Occupancy for new homes, all other species of trees removed from the site will be replaced with like species at a ratio of one (1) new 15 gallon tree for every tree removed.
 - Prior to issuance of building permits, the 32" Live Oak and 24" Blue Oak on site are to be evaluated by a

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
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certified arborist and certified as heritage trees if appropriate. Certification as heritage trees will require the establishment of a maintenance agreement which will protect and maintain the trees in perpetuity.

- Should the arborist find that the 24" Blue Oak would not survive the removal of the existing house and subsequent site improvements; it will be replaced with three (3) 15 gallon trees of the same species.

Conclusion: With these mitigations in place, the project will result in a **less-than-significant impact** on biological resources.

V. CULTURAL RESOURCES. *Would the project:*

a. Cause a substantial adverse change in the significance of an historical resource as defined in Sec.15064.5?				✓
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to Sec. 15064.5?				✓
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?			✓	
d. Disturb any human remains, including those interred outside of formal cemeteries?			✓	

Discussion: A project will normally have a significant environmental effect when disrupting or adversely affecting a cultural resource, including any improvement, building, structural feature, natural feature, district, object or site of historic, aesthetic, educational, cultural or archaeological importance. Although there are no known resources on the site, a standard mitigation has been included requiring the work to cease until proper methods are in place to evaluate and protect the materials should any archaeological or paleontological materials or objects be unearthed during construction,

Mitigation:

- In the event that previously unknown paleontological artifacts or archeological materials or objects are unearthed during excavation or grading, all work in the discovery area shall be immediately halted pursuant to CEQA Guidelines 15064.5 (5)(e) and (f) and barricades installed surrounding the area until a qualified archeologist approved by the City is consulted to evaluate the material or object and determine avoidance measures to lessen the impacts in accordance with State and Federal guidelines. The developer shall comply with all mitigation recommendations of the qualified archeologist prior to commencing work in the discovery area and shall be responsible for all costs associated with these activities.

Conclusion: The potential for adverse effects resulting from hazards or hazardous materials is considered a **less-than-significant impact**; however, these mitigations above are provided as a standard precautionary measure as part of the development.

VI. GEOLOGY AND SOILS. *Would the project:*

a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area, or based on other substantial evidence of a known fault? (Refer to Division of Mines and Geology Special Pub. 42)		✓		
ii) Strong seismic ground shaking?			✓	
iii) Seismic-related ground failure, including liquefaction?			✓	

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
iv) Landslides?			✓	
b. Result in substantial soil erosion or the loss of topsoil?			✓	
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse)?				✓
d. Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code (1994), creating substantial risks to life or property?			✓	
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			✓	

Discussion: A project will normally have a significant environmental effect when people or structures become exposed to major geologic hazards or when the soils have been substantially degraded.

Ground Shaking – The City of St. Helena is located in the greater San Francisco Bay Area, an area known for frequent seismic activity. As with all portions of the Bay Area, lands within St. Helena are subject to strong ground shaking and ground failure. St. Helena is surrounded by five Type A and Type B earthquake faults, including the Rodgers Creek, Maacama, West Napa, Collayomi, and the Hunting Creek-Berryessa Faults. Geologic hazards on the proposed site are primarily limited to those caused by violent shaking from active faults which generate ground motion. However, St. Helena is located more than six miles from any one of the faults. Therefore, the Uniform Building Code (UBC) does not require any special structural engineering beyond the basic UBC requirements for new construction. With adherence to the requirements of the UBC, seismically induced ground shaking would reduce this substantial hazard at the project site to a less-than-significant level.

Soil Stability – Additionally, according to the "Preliminary Maps of Quaternary Deposits and Liquefaction Susceptibility, Nine-County San Francisco Bay Region, California" released by the USGS in January 2001, the project site is located in an area that has a moderate susceptibility of liquefaction (<http://geopubs.wr.usgs.gov>). A standard condition of a building permit requires that prior to issuance of the permit the applicant shall submit a soils report verifying the stability of the soil in relation to the performance of the structure(s). The City's Engineering and Building Departments are responsible for reviewing and verifying the conclusions and recommendations made within the soils report. Issuance of a building permit acknowledges acceptance of the assertions and conditions in an accepted soils report. Therefore, the potential for ground failure through liquefaction and landslides would reduce this substantial hazard at the project site to a less-than-significant level.

Soil Erosion – Site work could cause or accelerate soil erosion or the loss of topsoil on the parcel. The effects of construction activities, to include soil excavated or graded to construct the roadways, driveways, set the building pads, and trench for utilities, would result in exposed earth during construction. If these conditions are not properly designed and/or monitored, a potentially significant impact could occur. To address these issues, short-term (during construction) and long-term erosion control (after construction) methods must be in place. Mitigations to address short-term impacts include minimizing erosion of exposed soil during construction through use of approved and appropriately implemented best management practices (BMPs). Long-term mitigations include maintaining proper storm water runoff and permanent erosion control measures. Although many of these BMPs are intended to avoid adverse impacts on the quality of water bodies and their associated habitat value, it is ultimately through reduced soil erosion that both soils stability and improved water quality are achieved.

Septic – The two existing homes on the property have on-site septic systems. The project site is not large enough to meet the minimum standard of ½ acre per residential unit for septic systems, therefore each of the four proposed parcels and homes will be connected to the municipal sewer system. The ability of the soil to support septic systems becomes irrelevant.

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
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Mitigations:

1. A Soils Investigation/Geotechnical Report prepared by the developer's representative shall be prepared. Once accepted as complete by the City, the improvement plans for construction on the site shall incorporate all design and construction criteria specified in the report. The project geotechnical engineer shall approve and sign the improvement plans as conforming to his/her recommendations prior to final approval, assume responsibility for inspection of the work, and certify to the City, prior to acceptance of the work, that the work performed is adequate and complies with his/her recommendations.
2. The incorporation of the final grading and drainage plan shall be subject to review and approval by the City Engineer prior to issuance of a grading or building permit on the site. All project-related grading, trenching, backfilling, and compaction operations shall be conducted in accordance with the approved plan.
3. Storm water runoff on the site should be directed to a subsurface or a properly surfaced in-street storm drainage system to avoid runoff of topsoil and soil erosion.
4. All construction activities shall meet the Building Code regulations for seismic safety (i.e., reinforcing perimeter and/or load bearing walls, bracing parapets, etc.).
5. Permanent erosion control measures shall be placed on all slopes. Until permanent vegetation can be established, temporary erosion control measures shall be implemented through the first winter.
6. Unless otherwise approved by the City, the project application shall ensure that grading or excavation activities shall be limited to the period between April 15 and October 15. No such grading or excavation shall be performed except in accordance with the approved plan and schedule. Modifications to the construction time frame may be imposed/approved by the City based on weather and site conditions.

Conclusion: With the mitigations in place, the effect on geology and soils is reduced to a ***less-than-significant impact***.

VII. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

a. Create a significant hazard to the public or the environment through the routing, transport, use or disposal of hazardous materials?				✓
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?				✓
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e. For a project located within an airport land use plan, would the project result in a safety hazard for people residing or working in the project area?				✓
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				✓
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
h. Expose people or structures to a significant risk of loss, injury or death involving wild land fires, including where wild lands are adjacent to urbanized areas or where residences are intermixed				✓

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
with wild lands?				
Discussion: A project will normally have a significant environmental effect when people become exposed to significant hazards, such as through the transport of hazardous materials, accidental release of hazardous materials onto the ground or into the air. Significant effects may also occur with the unearthing of hazardous materials during construction or by developing near an airport or in an area subject or wild land fires. The project will not include land uses that require the transportation, handling or disposal of hazardous materials. Similarly, the site is not located within any airport land use plan boundaries. Further, there are no known contaminants on the site and the site is not listed on site assessment report prepared by Vista Information Solutions (2002), which identifies property located within the City of St. Helena that contains or potentially contains pollutants or hazardous waste. Furthermore, the proposed project will neither interfere with an existing emergency response or evacuation plan, nor subject residents to risks associated with wild land fires. However, where the project could impact the environment is through the use of heavy equipment on the site, primarily due to excavation activities, hauling of materials, and the completion of on-site repairs to mechanical equipment. Although the potential for release of hazardous materials or emissions into the environment as a result of these activities is considered low and less than significant, standard mitigation measures are provided below as a precautionary measure requiring all repairs to equipment and vehicles during construction be conducted off the premises. Further, all storage of paints and other materials associated with construction activities will require specific review by the City prior to being stored on the site, and will be required to be properly labeled and stored to ensure safe handling and minimize the risk of exposing the site to hazardous materials as a result of an accidental spill. Mitigations: 1. No hazardous materials (e.g. fuel, oil, paints and solvents, fertilizer, growth inhibitors, etc.) shall be stored on the site without first providing a plan to the City and receiving approval of said plan by the City, which includes, but is not limited to, identification of the type of materials, their intended use during construction, a schedule for use on the site, and the method of enclosed storage in areas that are not susceptible to infiltration by water. 2. In the event of a hazardous spill both the City's Fire Department and the State Office of Emergency Service (OES) shall be contacted. Conclusion: The potential for adverse effects resulting from hazards or hazardous materials is considered a less-than-significant impact; however, these mitigations above are provided as a standard precautionary measure as part of the development.				
VIII. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements?		✓		
b.) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted?				✓
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			✓	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a				✓

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
manner which would result in flooding on- or off-site?				
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?			✓	
f) Otherwise substantially degrade water quality?				✓
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				✓
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				✓
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				✓
j) Inundation by seiche, tsunami, or mudflow?				✓

Discussion: A project will normally have a significant environmental effect if it substantially degrades water quality, contaminates a public water supply, substantially depletes or interferes with groundwater discharge, or exposes people or property to risks from flooding.

The four properties will be served by a private street that is proposed to dead end at the most northerly parcel, #4. The existing driveway will be removed and re-graded. The new street will be constructed with pervious concrete underlain by rock and a perforated pipe for stormwater subdrain. The pervious material and pipe will allow storm water to percolate into the ground, but will also put overflow storm water into the drainage swale at the street frontage. A new culvert will be constructed under the private street.

Although the impacts resulting from the project on hydrology and water quality are considered to be less than significant, the following mitigations are provided as precautionary measures to address construction-related impacts on water quality:

Mitigations:

1. The Developer shall ensure that no construction materials (e.g., concrete, paint, sediment) are conveyed into the storm drain system. The developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system.
2. All materials that could cause water pollution (i.e., motor oil, fuels, paints, etc.) shall be stored and used in a manner that will not cause any pollution. All discarded material and any accidental spills shall be removed and disposed of at an approved disposal site.
3. All construction activities shall be performed in a manner that minimizes, to the maximum extent practicable, any pollutants entering directly or indirectly the storm water system or ground water. The Developer shall pay for any required cleanup, testing and City administrative costs resulting from consequence of construction materials into the storm water drainage system.
4. Developer shall meet the requirements of discharging to a public storm drainage system as required to ensure compliance by the City with all applicable state and federal laws.
5. Developer shall mark all new storm drain inlets with permanent markings, which state "No Dumping—Flows to River." This work shall be shown on improvement plans.
6. Demolition materials and solid waste, including broken asphalt and concrete, soils stockpiles, steel, wood and metal scraps, domestic waste, and similar materials, shall be properly managed to prevent the accumulation of dust or similar materials that can degrade water quality. The site shall be cleaned daily and such materials shall be properly placed in dumpsters or removed from the project site and placed in a licensed landfill facility.
7. The collection of materials, such as construction debris and dirt, within the public right-of-way adjacent to the site shall be prohibited.
8. Hydroseeding or other non-toxic soil stabilizers shall be applied to construction areas that remain inactive

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
for a period of 10 days or more to reduce the accumulation of dust particles in the air. 9. Drainage shall be designed as required by adopted City standards and shall not impede any natural existing drainage from adjacent parcels. Conclusion: The potential for adverse effects on hydrology and water quality is considered a less-than-significant impact; however, these mitigations above are provided as a standard precautionary measure as part of the development.				
IX. LAND USE AND PLANNING. Would the project:				
a. Physically divide an established community?				✓
b. Conflict with any applicable land use plan, policy, or resolution of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				✓
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?				✓
Discussion: A project will normally have a significant environmental effect if it will conflict with adopted environmental plans or community goals or divide the physical arrangement of an established community. The property is designated Medium Density in the General Plan. The Medium Density district is the primary residential district within the City of St. Helena. The district provides for single-family detached homes, second units, attached duplexes and triplexes, limited agricultural uses and compatible uses. Residential densities shall not be less than 5.1 dwelling units per acre nor more than 16 dwelling units per acre, based on the <u>net parcel area</u>. "Net parcel area" means the total horizontal area included within the property lines of a parcel, excluding area within vehicular rights-of-way and vehicular easements. The gross parcel area is approximately 0.94 acres or 40,946.40 sq. ft. The net parcel area, the area that does not include the private street, is 33,444 sq. ft. or .77 acres. Therefore, the minimum density is 4 dwelling units (0.77 x 5.1). Conclusion: The proposed project would have no impact on land use and planning related issues, and therefore no mitigations are required.				
X. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
Discussion: A project will normally have a significant environmental effect if it proposes activities that will deplete known mineral resources of local or regional importance. There are no known mineral resource sites on the project site. Conclusion: The proposed project will result in no impact on mineral resources, and therefore no mitigations are required.				
XI. NOISE. Would the project result in:				
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			✓	
b. Exposure of persons to or generation of excessive ground borne			✓	

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
vibration or ground borne noise levels?				
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			✓	
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?		✓		
e. For a project located within an airport land use plan, would the project expose people residing or working in the project area to excessive noise levels?				✓

Discussion: Under CEQA Guidelines, a project will normally have a significant environmental effect if it substantially increases the ambient noise levels in the area. The City of St. Helena General Plan defines significance criteria as an increase in the noise environment of 5 dBA, constituting a noise impact. With respect to temporary noise impacts associated with construction, substantial increases in ambient noise levels are deemed significant with reference to the duration of the construction phase, the maximum noise levels to which sensitive receptors would be exposed, and the time of day during which construction would occur. Noise within the vicinity of the project site is characterized primarily by automobile traffic on the City's roads. The proposed project will contribute to the ambient noise level resulting from an increase in traffic generated from the development (approximately 10 trips per day per unit). However, the noise generated from the project is consistent with the residential use envisioned for the property and would not be considered substantial within an urban setting and its surroundings. Therefore, this potential impact is considered to be less-than-significant and well within the City of St. Helena General Plan standard for exterior noise.

Noise and vibration associated with construction activities represent a potentially significant short-term impact, particularly during excavation and grading activities on the site. Heavy machinery will be required to provide devices that warn people of their use when backing up, which can also create noise. These short-term impacts will be reduced to a less-than-significant level as follows through mitigation measures, such as maintaining certain construction hours, keeping equipment turned off when not in use, having proper muffler devices installed on heavy equipment and applying dust control measures during construction.

Mitigations:

1. To reduce disturbance of residents in the project vicinity, construction activities, which generate noise that can be heard at the property line of any parcel of real property within the City limits, shall be limited to between the hours of 8:00 a.m. to 5:00 p.m. Monday through Saturday. Delivery of equipment and removal of debris associated with the demolition of this structure shall be limited to 7:00 a.m. to 6:00 p.m. Exceptions to these time restrictions may be granted by the Public Works Director for one of the following reasons: (1) inclement weather affecting work, (2) emergency work, or (3) other work, if work and equipment will not create noise that may be unreasonably offensive to neighbors as to constitute a nuisance. The City Engineer must be notified and give approval in advance of such work. No construction activities shall occur on Sundays or federal or local holidays that generate noise that can be heard at the property line of any parcel of real property within the City limits.
2. Construction equipment must have state-of-the-art muffler systems required by current law. Muffler systems shall be properly maintained.
3. Noisy stationary construction equipment, such as compressors, shall be placed away from developed areas off-site and/or provided with acoustical shielding.
4. Grading and construction equipment shall be shut down when not in use.

Conclusion: With these mitigations in place, the effect on noise is reduced to a **less-than-significant impact**.

XII. POPULATION AND HOUSING. Would the project:

a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or				✓
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Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
indirectly (for example, through extension of roads and other infrastructure)?				
b. Displacing substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				✓
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				✓
Discussion: A project will normally have a significant environmental effect if it will displace a large number of people or induce substantial growth or concentration of population. The project site is currently developed with two single family detached homes and the proposed project would have four single family detached homes. The increase of two homes is not a significant impact on population and housing. Conclusion: This project would have no impact on population and housing.				
XIII. PUBLIC SERVICES. Would the project:				
a. Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services including:				
i) Fire Protection?			✓	
ii) Police Protection?			✓	
iii) Schools?			✓	
iv) Parks?			✓	
v) Other Public Facilities?			✓	
Discussion: A project will normally have a significant environmental effect if it exceeds the ability of public services to accommodate the development. The proposed project will not directly result in a substantial increase in demand for services. Adequate fire and police protection, and other facilities identified in this topical issue, are available to serve the proposed project. Convenient access to utilities will also be required as part of the development. The property owner will be required to pay applicable development impact fees, including those for schools (Nov. 2006 rate of \$2.24 per sq. ft.) and public safety (Nov. 2006 rate of \$1.04 per sq. ft.). The applicant will also be required to pay a water conservation retrofit fee, or to the extent allowable by City regulation to retrofit outdated fixtures in existing residential units, at a rate of five existing homes per every new residential unit on the site. In compliance with municipal code Chapter 17.146, Housing Trust Fund, Housing Impact Fee and Inclusionary / In-Lieu Fee Requirements, the housing fees at the rate of 2.5% of the valuation of construction are also required. The existing floor area is credited against the fee calculation. The amount of the fee for the two new homes and additional floor area to the two existing homes is 2.5% of the valuation of the construction. Mitigation: 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for schools, public safety and housing at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion: The potential for an adverse effect on the demand for public services resulting from this project is considered to be a less-than-significant impact.				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
XIV. RECREATION. <i>Would the project:</i>				
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that a substantial physical deterioration of the facility would occur or be accelerated?			✓	
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			✓	
Discussion: A project will normally have a significant environmental affect if it conflicts with established recreational uses or facilities. The provision, maintenance and enhancement of parks throughout the City are an integral part of the community's planning and development for new construction, particularly in residential development where the demand for such uses is the highest. Parks are critical amenities, providing opportunities for outdoor recreation, community gatherings and celebration. Parks can also help to physically link the community, such as by a multi-use trail system or recreational uses along a watercourse like the Napa River. Approval of this project will not result in a substantial or significant increase in the use of existing City or regional parks and will not require the construction or expansion of new recreational facilities. The proposed project, with a total of four single family detached homes will have a minor effect on recreational facilities that serve the local population. The estimated population serving this proposed development can be accommodated within the City's parks. Moreover, the applicant will be required to pay a civic improvement fee of approximately \$2.25 per square foot of new residential construction, which is required of all new developed to assist in, among other things, the development and maintenance of recreational facilities in the community. Mitigation: 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for civic improvement at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion: The proposed project will result in no impact on recreation resources.				
XV. TRANSPORTATION/TRAFFIC. <i>Would the project:</i>				
a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?				✓
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				✓
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				✓
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersection) or incompatible uses (e.g., farm equipment)?				✓
e) Result in inadequate emergency access?				✓
f) Result in inadequate parking capacity?				✓
g) Conflict with adopted policies supporting alternative				✓

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
transportation (e.g., bus turnouts, bicycle racks)?				
Discussion: A project will normally have a significant environmental effect if it causes a traffic increase that is substantial in relation to existing traffic load and capacity. The total of four single family detached homes (two new homes in addition to two existing single family homes) is not considered a significant increase in traffic. Mitigation 1. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for traffic at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion – The project would have a less-than-significant impact on transportation/traffic, however the aforementioned mitigations would further reduce these impacts.				
XVI. Utilities and Service Systems. Would the project:				
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?		✓		
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				✓
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			✓	
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			✓	
e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?		✓		
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				✓
g. Impact with federal, state, and local statutes and regulations related to solid waste?				✓
Discussion: A project will normally have a significant environmental effect if it breaches public standards relating to solid waste or litter control, exceeds the design capacity of existing storm water, potable water or wastewater transmission lines or treatment facilities, or conflicts with established plans of utility providers for gas, electricity, cable or telephone service. The site is designated for urban development in the City's General Plan and Zoning Ordinance, and therefore development of the site is considered to be suitable for service with domestic water and sewer treatment. The proposed project would connect to existing domestic water, sewer treatment and drainage facilities. Landscape irrigation will be provided by an on-site well. The homes are served by municipal water, but not by sewer. If the project is approved, the septic system for the two existing homes will be removed and all four properties will be connected to city sewer. The developers will be required to acquire Council approval of a reimbursement agreement for and extend the city sewer up Sulphur Springs Ave. for a distance of approximately 600 feet at a size appropriate to serve the four properties				

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
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and any other potentially benefiting parcels, and to construct a City Standard lateral to serve all four parcels and provide capacity for any potentially benefiting contiguous parcels beyond.

Water

Under normal rainfall conditions, sufficient water supply exists in the City to accommodate the total of 4 housing units. However, the winter rainfall of 2006-2007 was below normal and the City of St. Helena has entered into water rationing. Under current regulations (Municipal Code sec. 13.04.260 Phase IV water regulations) new water connections are not prohibited until the city enters Phase IV of mandatory rationing.

Partial mitigation of the project impacts will be accomplished by compliance with municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Pursuant to municipal code section 13.12.050 new development projects are required to mitigate their water demand through off-site retrofitting. In place of or in combination with retrofitting, an in-lieu fee may be paid or an alternative innovative method of mitigating water use may be proposed and approved by the Public Works Director.

Additionally, a water impact fee is assessed against homes at the time of issuance of building permits. As of November 1, 2006, this fee was increased to \$5.33 per square foot for single family homes. The purpose of the fee is to help maintain the existing system and contribute to the additional costs that will be incurred with the planned future improvements to the wastewater treatment plant.

The project map shows four water laterals commencing at Sulphur Springs Avenue to feed each of the four parcels. The Public Works Department recommends that the final map be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels.

Mitigation Measures for Water Resources:

1. The Final Map shall be revised to show one water main along the easterly side of the private street to the southerly edge of Parcel #4, with four laterals off of the main to service the four parcels.
2. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for water at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees.
3. This project is subject to the water conservation measures and toilet retrofit program as set forth in municipal code Chapter 13.12, Water Use Efficiency and Use Guidelines. Five toilet retrofits per single family house must be completed prior to issuance of building permits, or an in-lieu fee of \$1,000 per retrofit will be collected. It is the responsibility of the developer to show proof of retrofit completion at the time the certificate of occupancy is issued or the in-lieu fee will not be refunded.
4. Water conservation measures shall be incorporated into project design and construction in accordance with applicable codes and ordinances, including installation of ultra-low volume flush toilets and urinals, showerheads, toilets and faucet aerators.
5. Installation of on-demand hot water heater with recirculating pump.
6. No building permits shall be issued if the city has entered a Phase IV or V water shortage emergency.
7. No water shall be used for cleaning streets during or following construction activities; flushing storm drains; and flow testing for fire sprinkler design except as approved by city director of public works.
8. Non-potable water shall be used for grading, dust control, street, pipeline or similar construction.
9. Prior to construction within existing roadway areas, the property owner shall ascertain the location of all underground utility systems and shall design any proposed subsurface utility extensions to avoid disrupting the services of such systems.

Wastewater

The City's existing wastewater treatment plant capacity is limited by permit to 0.5 mgd per day during the three dry months of the year. The permit has been exceeded during past years and the City has been notified by the Regional Water Quality Control Board that treatment plant upgrades and an amended permit are required. The capacity issues of the wastewater treatment plant are a function of nutrient load (intensity of effluent) and dry

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
weather flow (amount of effluent). The Regional Water Quality Control Board has not requested that there be a moratorium on new connections to the treatment plant. Partial mitigation of the project impacts will be accomplished by the payment of a sewer impact mitigation fee. The sewer impact fee will be assessed against all homes, new and existing, at the time of issuance of building permits. As of November 1, 2006, this fee was increased to \$4.30 per square foot for single family homes. The purpose of the fee is to help maintain the existing system and contribute to the additional costs that will be occurred with the future expansion and upgrade of the wastewater treatment plant. <u>Mitigation Measures for Wastewater:</u> 1. The project developer shall extend the municipal sewer westerly on Sulphur Springs Ave. to the project site (a distance of approximately 600 feet) and shall construct a City Standard lateral to serve all four parcels. The sewer shall be sized appropriately for the future connection of any other potentially benefiting parcels. Developers will be required to obtain Council approval of a reimbursement agreement for future connections to the sewer line. The City Engineer and project owner may agree to credit the sewer impact fee for any required oversizing of the sewer pipe, in lieu of a reimbursement agreement. 2. Prior to approval of final map and annexation to the sewer district, the developer shall enter into an agreement with the City Engineer to fully mitigate the increased sewage effluent load and flow created by the project. No building permits for the project shall be issued until the mitigation has been completed or the capacity limits on the wastewater treatment plant operating permit have been increased by the RWQCB. Mitigation shall include the following: • The applicant shall make improvements or contribute an enhanced fee to fund improvements to address dry weather water infiltration and inflow to offset the increased flow attributable to the project. • The applicant shall either make improvements or contribute an enhanced fee to fund improvements that result in an amended permit to offset the increased load attributable to the project. 3. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for sewer at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. <u>Mitigation Measures for Solid Waste</u> The project site will be served by Clover Flat landfill, which has a permitted capacity of 2.7 millions tons of solid waste and has yet to reach one-half of this capacity. 11. During the construction period of the project, the property owner shall use the franchised garbage hauler for the service area in which the project is located to remove all wastes generated during project development, unless Developer transports project waste. If the property owner transports the project's waste, property owner shall use the appropriate landfill for the service area in which the project is located. 12. The property owner shall provide for the source separation of wood waste for recycling. The property owner shall use the franchised garbage hauler for the service area in which it is located for collection of such wood waste, unless the property owner transports such wood waste to a location where wood waste is recycled. <u>Mitigation Measures for Storm Drain</u> 13. Prior to issuance of building permit, the applicant shall be required to pay development impact fees for storm drain at the rates in effect at the time of issuance of building permit. Existing documented floor area, as verified by the building department, shall be credited against fees. Conclusion – The effects on water resources and wastewater treatment capacity would be considered a potentially-significant impact; however the mitigation measures proposed will reduce those to less than significant.				
XVII. Mandatory Findings of Significance.				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or	No			

Environmental Issue Area	Potentially Significant Impact, Unmitigated	Potentially Significant Impact, Mitigated	Less Than Significant Impact	No Impact
animal, or eliminate important examples of the major periods of California history or prehistory?				
b. Does the project have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals?				No
c. Does the project have impacts which are individually limited, but cumulatively considerable? (<i>"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in conjunction with the effects of past projects, the effects of other current projects and the effects of probable future projects.</i>)				No
d. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				No
<u>Discussion:</u> With the mitigations identified in this Initial Study in place, the project would not have a significant adverse impact on the environment. Although there will be temporary, short-term impacts resulting from project construction, these effects are reduced to a less-than-significant level through mitigation measures. Water use and wastewater generation impacts have been mitigated through project design and by improvements to the systems. The overall effect is that this project will have a <i>less-than-significant impact</i> on the environment, and in some ways will actually serve to improve the environment by accomplishing "smart growth" principles, such as encouraging and providing for residential development on infill parcels rather than continuing to extent the boundaries where urban growth can occur.				



**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: Public Hearing

Subject: Introduction and first reading of Zoning Amendments to the City's Zoning Ordinance, St. Helena Municipal Code ("SHMC") Chapter 17.40, Eliminating Certain Floor Area Ratio Exemptions in the Medium Density Residential District.

CEQA Status: The Ordinance is exempt from CEQA pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3), where it can be seen with certainty that the proposed action will have no significant effect on the environment.

Prepared By: Aaron Hecock, Senior Planner

Reviewed By: Noah Housh, Planning & Community Improvement Director

Approved By: Jennifer Phillips, City Manager

UJH

BACKGROUND

The topic of Floor Area Ratio (FAR) has been of interest to the Planning Commission recently as many projects are proposing FARs at or near the maximums allowed by the Zoning Code. This is of particular concern in the medium density residential district as a majority of the City's housing stock lies within this district, and therefore a majority of the development activity is as well. The Planning Commission concern is that maximization of the allowable FAR has the potential to negatively impact the appearance and character of St Helena's residential neighborhoods.

To address this concern, at the August 4, 2015, meeting of the St. Helena Planning Commission, the Commission recommended amending the Medium Density Residential Chapter (SHMC Chapter 17.40) of the City's Zoning Code to eliminate two of the allowable FAR exemptions to the calculated maximum gross floor areas. Under State law, changes to the Zoning Code require the recommendation of the Planning Commission before the changes can be acted on by City Council. Applications submitted before City Council action will be considered with the ordinance in effect at the time of submission.

DISCUSSION

As noted above, at the August 4, 2015, meeting of the St. Helena Planning Commission, the Commission voted to eliminate two exemptions to FAR maximums in the Medium Density Residential (MDR) district. The two exemptions the Commission recommended eliminating are:

- **One covered parking space of two hundred (200) square feet in size; and**
- **A balcony, porch, deck or other structure where at least one of the longest dimensions is unenclosed.**

From the staff perspective, eliminating the 200-sf exemption for covered parking would result in minimal impacts to future development and architectural design other than the intended goal of reducing the overall floor area of newly constructed homes. Eliminating this exemption would essentially reduce the maximum floor area that can be built by 200-sf, as one covered off-street parking space is required to be provided per unit.

The second exemption proposed to be eliminated by the Commission, the exemption for balconies, porches, and decks has the potential for broader impacts to the architecture and design of single family homes in this District. Balconies, porches and covered decks provide additional useable outdoor space as well as providing architectural interest and building articulation. Additionally, these features are key elements of the historic architecture that characterizes many St. Helena neighborhoods in the MDR Zoning District.

From a design standpoint, balconies and porches provide important character defining elements and physical articulation in building massing, thereby helping to make individual structures more unique. Eliminating the exemption for covered balconies, porches and deck space from FAR maximums could result in developers, attempting to preserve square footage for living space (a key defining element of the homes value), creating less aesthetically appealing projects by eliminating balcony and porch spaces.

In summary, while the elimination of the 200-square foot garage exemption has little potential for unintended consequences, eliminating the FAR exemption for covered porches, decks and balconies could have a broader impact on architecture than simply to reduce the overall scale and massing of newly constructed homes within the MDR District. Eliminating this exemption could also result in bland architectural designs with less consistency with historic architectural designs, which typically incorporate porches, balconies and decks which provide architectural interest and character. This potential is an important consideration for the Council in reviewing the proposed revisions to the allowable FAR exemptions.

CEQA COMPLIANCE:

The action to adopt this Ordinance to amend Chapter 17.40 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.). Specifically, pursuant to Guidelines Sections 15061(b)(1), 15061(b)(2), and specifically, the "General Rule" Section 15061(b)(3),

where it can be seen with certainty that the proposed action will have no significant effect on the environment, projects are exempt from the requirements of CEQA.

CORRESPONDENCE

Staff received four comments on the proposed Ordinance revisions. While the specific opinions of the individual comments are varied, the comments as a whole have a similar tone. Generally, these comments express a concern over the impacts to the design of residential architecture if the porch, balcony and/or deck exemptions are removed. Each of the comments have been attached for Council review.

FISCAL IMPACT

No direct fiscal impact to the City. Implementation of the proposed changes will require additional staff time, the amount of which is expected to be minor.

RECOMMENDED ACTION

The Planning Commission and the Planning and Community Improvement Director recommend that the City Council, staff recommends that the City Council;

1. Find the project exempt from the requirements of CEQA under Section 15061 (b) (3) the "General Rule", and
2. Consider the proposed revisions to the allowable FAR Exemptions in the Medium Density Residential Zoning District, provide direction on any desired changes, and adopt an Ordinance (Attachment A) amending the City's "Medium Density Residential" Chapter of the City's Zoning Ordinance to incorporate the desired exemptions.

ATTACHMENTS

- A) Ordinance amending Chapter 17.40, of the St Helena Municipal Code("SHMC") Eliminating Two Floor Area Ratio Exemptions in the Medium Density Residential District.
- B) Correspondence on the Issue

CITY OF ST. HELENA
ORDINANCE NO. _____

**Amending The City's Zoning Ordinance, St. Helena Municipal Code ("SHMC")
Chapter 17.40, Eliminating Certain Floor Area Ratio Exemptions in the Medium
Density Residential District**

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

SECTION 1. Findings. In adopting this Ordinance, the City Council finds:

- A) Whereas, at the March 3, 2015, Planning Commission meeting, the Planning Commission directed staff to amend the Medium Density Residential Chapter (SHMC Chapter 17.40) of the City's Zoning Code to eliminate two FAR exemptions to maximum gross floor areas, and
- B) These regulations were reviewed by the St. Helena Planning Commission on August 4, 2015, at a duly noticed Public Hearing and the regulations were recommended to the City Council for adoption.

SECTION 2. Amending Chapter 17.40. Chapter 17.40 of the St. Helena Municipal Code is hereby amended as shown in Attachment A, attached hereto and incorporated herein by reference.

SECTION 3. Compliance with CEQA. The City Council hereby finds that the action to adopt this Ordinance to amend Chapter 17.40 of the St. Helena Municipal Code is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this Ordinance may have a significant effect on the environment, and the Ordinance is exempt from CEQA pursuant to CEQA Guidelines Sections 15061(b)(1), 15061(b)(2), and 15061(b)(3).

SECTION 4. Severability. The City Council hereby declares every section, paragraph, sentence, cause and phrase is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity, or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

SECTION 5. Inclusion in the St. Helena Municipal Code. It is the intention of the St. Helena City Council that the text in Attachment A of this ordinance be made a part of the St. Helena Municipal Code and that the text may be renumbered or re-lettered and the word "Ordinance" may be changed to "Section," "Chapter," or such other appropriate word or phrase to accomplish this intention.

SECTION 6. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in the St. Helena Star, a newspaper of general circulation published in the city of St. Helena.

THE FOREGOING ORDINANCE was introduced at a regular meeting of the St. Helena City Council on the 26th day of January, 2016, and was adopted at a regular meeting of the St. Helena City Council on the 9th day of February, 2016, by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk

I, CINDY BLACK, CITY CLERK of the City of St. Helena, California, do hereby certify that the foregoing Ordinance was regularly introduced and placed upon its first reading at a regular meeting of the City Council on the 26th day of January, 2016. That thereafter said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 9th day of February, 2016 by the following vote:

Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

Cindy Black, City Clerk

APPROVED AS TO FORM:

Thomas B. Brown, City Attorney

ATTACHMENT A

Amendments to St. Helena Municipal Code Chapter 17.40

Chapter 17.40 MEDIUM DENSITY RESIDENTIAL (MR) DISTRICT

Sections:

- 17.40.010 Purpose.**
- 17.40.020 Permitted uses.**
- 17.40.030 Conditional uses.**
- 17.40.040 Design review required.**
- 17.40.050 Accessory uses, buildings and structures.**
- 17.40.060 Development standards.**
- 17.40.070 Other uses, standards and requirements.**

17.40.010 Purpose.

The MR district is established for consistency with the medium density residential general plan designation. The district provides for single-family detached homes, accessory dwelling units, limited agricultural uses and compatible uses. Residential densities shall not be less than 5.1 dwelling units per acre nor more than sixteen (16) dwelling units per acre. (Ord. 07-5 § 2 (part); Ord. 05-4 § 1 (part); prior code § 27.50)

17.40.020 Permitted uses.

The following are the permitted uses in the MR district:

- A. Remodeling or reconstruction of one single-family dwelling on a parcel of record;
- B. New construction of one single-family dwelling on parcels where the minimum density is 1.99 units or less;
- C. Day care facility serving six or fewer children;
- D. Intermediate care facility or developmentally disabled nursing facility serving six or fewer persons;
- E. Residential facility serving six or fewer persons;
- F. The installation of mobile homes constructed and/or purchased after October 1976, and certified under the National Mobile Home Construction of Safety Standards Act of 1974 (42 USC Section 5401 et seq.) on a foundation system pursuant to Section 18551 of the Health and Safety Code shall be permitted in accordance with the following conditions:

1. To be occupied only as a single-family residential use,
 2. To be subject to all provisions of the zoning ordinance applicable to conventionally built dwellings,
 3. To be attached to a permanent foundation system in compliance with all applicable building regulations,
 4. To be covered with an exterior material customarily used on conventionally built dwellings extending to the top of the foundation,
 5. To have parapet walls or roofs which utilize shingle or other materials customarily used on conventionally built dwellings;
- G. One second unit, as defined in Section 17.04.160, and consistent with the provisions of Section 17.116.030;
- H. Accessory buildings or structures without toilet plumbing or cooking facilities, consistent with the provisions of Section 17.116.010;
- I. One short-term rental per parcel, as defined in Section 17.04.160, and consistent with the provisions of Chapter 17.134;
- J. Other similar uses found consistent with the general plan and the MR district pursuant to Chapter 17.08. (Ord. 12-2 § 6: Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 11: prior code § 27.51)

17.40.030 Conditional uses.

The following uses require approval of a use permit as regulated by Chapter 17.168:

- A. New construction of one single-family dwelling on parcels where the minimum density is 2.0 units or greater, pursuant to Section 17.40.060;
- B. New attached duplex or triplex units or conversion of an existing single-family dwelling to duplex or triplex, compatible with the design and architecture of the neighborhood and consistent with the density and floor area ratio of the district;
- C. An accessory building or structure with toilet plumbing and/or cooking facilities, and consistent with the provision of Section 17.116.030;
- D. Bed and breakfast inns when located in an existing residential dwelling subject to the provisions of Chapter 17.132;*
- E. Flag lot development subject to the provisions of Chapter 17.112;
- F. Small lot development meeting the standards of Chapter 17.112 limited to one primary unit per lot;
- G. Day care facility serving seven or more children;
- H. Intermediate care facility or developmentally disabled nursing facility serving seven or more persons;
- I. Residential facility serving seven or more persons;

J. Residential condominium or townhouse dwelling projects subject to the provisions of Chapter 17.112; provided, that the density and development standards of the MR district shall be observed. The minimum lot size of the MR district shall not apply to an individual dwelling lot, airspace unit or common area lot in a condominium project;

K. Utility substations;

L. Other similar uses found consistent with the general plan and the MR district pursuant to Chapter 17.08.

* Note: The city has established a limit on the number of transient occupancy rooms permitted in the city.

(Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 03-4 § 12: prior code § 27.52)

17.40.040 Design review required.

Pursuant to Chapter 17.164 all subdivisions, signs, new structures or buildings, or exterior revisions (not including change in exterior color) of any existing structures or buildings (except for one second unit which complies with the provisions set forth in Section 17.116.030) for both permitted and conditional uses shall require design review. (Ord. 07-5 § 2 (part): Ord. 07-4 § 2 (part): Ord. 05-4 § 1 (part): prior code § 27.53)

17.40.050 Accessory uses, buildings and structures.

The following are the accessory uses, buildings and structures permitted in the MR district:

A. Garages, carports, workshops, pool houses, gazebos, patio covers and other accessory buildings or structures without plumbing or cooking facilities;

B. Home occupations subject to the provisions of Chapter 17.116;

C. Family day care home serving twelve (12) or fewer children;

D. Lodging house providing housing for not less than thirty (30) consecutive days for not more than two paying occupants, when located within the principal building, one on-site parking space is provided for each room, and the dwelling is owner occupied. Lodging house for more than two but not more than five paying occupants is permitted only upon approval of a use permit;

E. Household pets and not more than twelve (12) small domestic animals in total. "Household pets" means animals of the type generally accepted as pets, including dogs, cats, rabbits, domesticated pigs, pigeons, hens, and the like; but not including roosters, quacking ducks, geese, pea fowl, goats, sheep, hogs, kennels or the presence of animals for commercial purposes. Beekeeping (apiaries) shall be allowed pursuant to Chapter 17.190, Beekeeping;

F. Gardening excluding the retail sale of any products on the premises;

G. Signs subject to the provisions of Chapter 17.148;

H. Swimming pools when located at least five feet from the property boundary and are fenced in a fashion to protect children;

I. Satellite television receiving antennas subject to the provisions of Chapter 17.136;

J. Fences and hedges subject to the provisions of Chapter 17.120;

K. Other uses and structures which are customarily incidental and clearly subordinate to permitted and conditional uses pursuant to Chapter 17.08. (Ord. 11-2 § 2 (Exh. A (part)); Ord. 07-5 § 2 (part); Ord. 05-4 § 1 (part); Ord. 03-4 § 13; Ord. 02-6 § 3; prior code § 27.54)

17.40.060 Development standards.

The following standards and requirements shall apply in the MR medium density residential district, except as otherwise provided in this title:

A. Maximum Standards.	
1. Density	16.0 dwelling units per acre or as set forth in subsection E of this section.
2. Lot coverage	45%
3. Height of principal building	30 feet
4. Height of accessory building as regulated by Chapter 17.116	15 feet
5. Floor Area Ratio	(F.A.R.) shall be as regulated in Section 17.40.070.
6. Width	The width of a structure shall not exceed 60% of the width of the lot as measured at the front elevation, excluding lineal footage of staggered architectural features that start at least 20 ft. back from the front elevation. The width is measured from the outside wall and shall not include roof eaves, but shall include porches and cantilevered floor areas. The front of lots shall be

	determined as set forth in Section 17.112.030, Front of lot/setbacks and yards in unusual situations.
B. Minimum standards for parcels, except for flag lots, small lots or residential condominium projects and townhouses as provided for in Chapter <u>17.112</u> :	
1. Density	Not less than 5.1 dwelling units per acre consistent with subsection E of this section.
2. Lot area	7,000 square feet
3. Lot width	70 feet
4. Lot frontage	70 feet
C. Minimum standards for structures with a maximum height of twenty-five (25) feet or less:	
1. Front setback	20 feet
2. Side setback	20 feet
3. Side yard	10 feet
4. Rear yard	20 feet
D. Minimum standards for structures with a	

maximum height greater than twenty-five (25) feet and thirty (30) feet or less:	
1. Front setback	30 feet
2. Side setback	30 feet
3. Side yard	15 feet
4. Rear yard	30 feet

E. The planning director shall determine the density of the parcel utilizing assessor parcel information or a record of survey. Generally, if the density calculation results in housing that is a fraction of a unit and the fraction is less than one-half, the whole number shall be rounded down. If the fraction is one-half or greater, the whole number shall be rounded up. The determination of the planning director may be appealed to the planning commission.

1. The planning commission may approve a use permit to allow a reduced density on a parcel if environmental site constraints, the size and configuration of pre-existing development, or the provision of city services make compliance with the minimum density and other development standards impractical. Environmental constraints may include, without limitation, the presence of streams, significant trees, steep slopes, unusual lot configurations, or the presence of historic structures and cultural resources.

2. Approval of a general plan amendment is required to reduce the density for other reasons. In approving a general plan amendment the city council and planning commission shall make the findings of Section 17.12.110.

3. A legal second unit may be counted for purposes of compliance with the minimum density standard, but is exempt from the maximum density standard pursuant to Section 17.116.030(B)(5).

4. Prior to permitting a density reduction by use permit or by general plan amendment, the city shall ensure compliance with Government Code Section 65863 by either finding that the remaining sites identified in the housing element are adequate to accommodate the city's share of the regional housing need; or by identifying sufficient additional, adequate, and available sites with an equal or greater density so that there is no net loss in residential density.

F. Consistent with California Government Code Sections 65915 through 65918, a density bonus may be given for housing projects that are affordable for persons of very low, low, or moderate income. (Ord. 07-5 § 2 (part); Ord. 05-4 § 1 (part); Ord. 04-4 § 2 (part); Ord. 00-5 § 4 (part); prior code § 27.55)

17.40.070 Other uses, standards and requirements.

The floor area ratio in the MR district shall be regulated as follows:

A. The maximum floor area limitation pertains to the construction of single-family dwelling units, duplexes, and triplexes. Exceptions to the limitation may be granted by the planning commission dependent upon the minimum density requirements for the parcel and the size and configuration of the pre-existing development.

1. The maximum gross floor area is the product of the parcel area multiplied by the floor area ratio (F.A.R.) shown on the table below:

Net Parcel Area (Square Feet)	Floor Area Ratio (F.A.R.)	Maximum Gross Floor Area (Square Feet)
4,999 and less	—	1,800
5,000	0.36	1,800
6,000	0.35	2,100
7,000	0.34	2,380
8,000	0.33	2,640
9,000	0.32	2,880
10,000	0.31	3,100
11,000	0.30	3,300
12,000	0.29	3,480
13,000	0.28	3,640
14,000	0.27	3,780
15,000	0.26	3,900
16,000	0.25	4,000
17,000	0.24	4,080
18,000	0.23	4,140
19,000	0.22	4,180
20,000 or	0.21	4,200

greater		
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2. The F.A.R. shall be interpolated to the nearest two-tenths of one percent based upon each two hundred (200) square feet of parcel area. For example, a parcel that is ten thousand six hundred (10,600) square feet in size has an allowable F.A.R. of .304.

B. The maximum gross floor area for a single-family dwelling, regardless of parcel size, is four thousand two hundred (4,200) square feet. The maximum gross floor area may be increased by four hundred (400) square feet per parcel for construction of a second unit, duplex or triplex.

C. The following buildings and areas are exempt from the F.A.R. provisions:

~~1. One covered parking space of two hundred (200) square feet in size;~~

12. Nonhabitable accessory buildings less than one hundred twenty (120) square feet in size;

23. A nonhabitable basement or attic as defined in subsection D of this section;

~~4. A balcony, porch, deck or other structure where at least one of the longest dimensions is unenclosed;~~

35. A legally constructed building which exceeds the maximum floor area permitted by this chapter and which is destroyed by fire, flood, landslide or other act of God. Such a building may be rebuilt with up to the same amount of floor area, subject to development plan review and approval by the city in accordance with Section 17.16.050.

D. Definitions.

“Attic” means a room or space immediately below the roof of a building that is not habitable and is utilized only for storage. The area must be an unconditioned, unfinished area less than seven feet at its highest point with an average height not exceeding four feet.

“Basement” means any floor level below the first story in a building in which the finished floor level directly above is less than four feet above finished grade on all sides.

“Floor area ratio” means the ratio of building gross floor area divided by net parcel area.

“Gross floor area” means the total horizontal area in square feet of each floor within the exterior walls of all buildings on a parcel, as measured at the exterior face of the enclosing walls, unless specifically excluded by subsections (C)(1) through (5) of this section.

“Lot coverage” means the land area covered by all buildings or structures on a lot, including all projections except eaves. Decks or other structures with an elevation of eighteen (18) inches or less above finished grade shall not be considered as lot coverage.

“Net parcel area” means the total horizontal area included within the property lines of a parcel, excluding area within vehicular rights-of-way and vehicular easements.

“Pre-existing development” means structures and improvements that were vested with a building permit prior to March 8, 2005, the date of adoption of the ordinance codified in this chapter.

E. Property owners within this district shall recognize that there exists a right to farm properties within the district and in the vicinity of the district. There is a good faith expectation

that no complaints will occur regarding legal normal agricultural activities on properties in the district or in the vicinity of the district. Such activities may include day or night disbursement of chemicals, and creation of dust, noise, or fumes. (Ord. 07-5 § 2 (part): Ord. 05-4 § 1 (part): Ord. 02-6 § 4; Ord. 00-5 § 4 (part): prior code § 27.56)

From: Karen Jensen [<mailto:karen@kjarchitecture.com>]
Sent: Monday, January 04, 2016 1:40 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Subject: Re: Floor Area Ratio (F.A.R.) Exemption Elimination

Hi Aaron,

I agree that there is a danger of homes being box-like in appearance in order to maximize interior square footage. Porches really enhance the exterior of homes and their relationship to the curb appeal.

- Perhaps the area of covered porches where at least one of the longest dimensions is enclosed is counted as half the actual square footage built. So if I have a 200 square foot porch only 100 square feet counts against my FAR.
- Or the floor area of the covered porch is exempt for a depth of 6-8 feet from the exterior wall of the house and then everything beyond that counts against the FAR.

This also makes me wonder if the answer lies in changing the FAR factor numbers, eliminating the garage exemption and leaving the covered porch/balcony portion of the ordinance alone. And/or is there a second FAR number that allows maximum porch/balcony/deck areas.

Thank you for putting this topic out to the building/design community!

From: brad oldenbrook [<mailto:brad@ehllc.co>]
Sent: Monday, January 04, 2016 9:43 AM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Noah Housh <NHoush@cityofsthelena.org>
Subject: Re: Floor Area Ratio (F.A.R.) Exemption Elimination

Thanks for your email. My comments regarding the potential changes in the way exterior covered areas are considered in FAR calculations are as follows:

As one of the few persons actively building homes and doing business in the lovely City of St Helena, I personally am effected by any changes in the code related to covered exterior space. I strongly urge the City to not change any code related to reducing the current allowed FAR or exterior covered spaces, as the current codes do a good job at limited coverage to keep the quaint character in St Helena. It is my experience that any further reduction of exterior covered areas would cause more problems with overall design aesthetic, and not achieve the secondary goal of further limiting size and scale on properties.

We pride ourselves in producing site specific, neighborhood sensitive developments that balance both sides of growth and conservation. We strive to produce well planned, quality developments that respect the environment and work with the cities and counties we work in to further common goals.

Please feel free to call or reply anytime as I am always available to discuss this or other issues related. Thank you.

Brad Oldenbrook
Managing Director

EXCLUSIVE HOLDINGS LLC
an international development company

485 Magnolia Avenue
Larkspur, California 94939
01.415.867.9595 / 01.415.329.1561
www.ehllc.co



From: Tom Trainor [<mailto:tom@trainorbuilders.com>]

Sent: Friday, December 18, 2015 1:27 PM

To: Aaron Hecock <ahecock@cityofsthelena.org>

Cc: Aaron Hecock <ahecock@cityofsthelena.org>; Noah Housh <NHoush@cityofsthelena.org>

Subject: RE: Floor Area Ratio (F.A.R.) Exemption Elimination

Good afternoon Aaron,

I believe that good zoning practices require a F.A.R. that is in line with the density and texture of each individual neighborhood.

As we are all aware, most of the homes in St. Helena were built prior to any formal zoning ordinances. Many homes have generous covered porches that lend a sense of conviviality and neighborliness to our city.

That said, I believe it would be wrong to change the F.A.R by including decks, porches and balconies as a factor in determining the area of coverage. Without the current exemption, I believe that front porches would be eliminated on most homes that are remodeled or newly constructed.

Most of my clients are not looking to push the FAR to the limit, but if they can not have meaningful outdoor living space without sacrificing their conditioned space, I believe that covered porches might become a thing of the past and that the homes will lose much of their charm and ability to connect to the street and the adjacent neighbors.

I intend to speak to this matter when the City Council addresses the recommendation from the Planning Commission.

Sincerely,

Tom Trainor



1050 Adams St, Suite B

Saint Helena, Ca. 94574

cell: (707) 291-6540

tel: (707) 963-9020 fax: (707) 963-9022

www.trainorbuilders.com

From: Donna Hinds [<mailto:dhinds@me.com>]
Sent: Thursday, December 17, 2015 8:10 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Noah Housh <NHoush@cityofsthelena.org>
Subject: Re: Floor Area Ratio (F.A.R.) Exemption Elimination

Aaron,

I strongly believe that eliminating the porches from the FAR exemptions is a mistake. It will definitely have a negative impact on architecture. If you drive around St. Helena and look at the historic houses, they all have porches. The abundance of porches in St. Helena adds to its charm and it would be sad to see "box" type structures going in. I also believe the 200 sf covered parking exemption serves a good purpose in encouraging garages. I am busy getting ready for the Revenue Task Force Meeting and have my son in during the holidays, but I hope to write a more detailed response later. I did not even realize that this item (porch exemption) was under consideration or I would have submitted my thoughts prior to the meeting. When do you need responses?

Best,

Donna

From: Peter Collins [<mailto:Peter@pjcarhitects.com>]
Sent: Thursday, December 17, 2015 8:02 PM
To: Aaron Hecock <ahecock@cityofsthelena.org>
Cc: Noah Housh <NHoush@cityofsthelena.org>
Subject: Re: Floor Area Ratio (F.A.R.) Exemption Elimination

Aaron,

I will gladly respond here, although it may take a little bit of time and \$, after the holidays, to illustrate the net effect so that the planning commission can really appreciate how truly bad an idea this is.

My first inclination would be to illustrate a theoretical project on an example site, and chart the FAR allowable under current zoning. Then, with a floor / site plan diagram showing the allowable building area along with those FAR-exempt architectural features.

Then, show pictures of those FAR-exempt architectural features allowed under the current zoning, explaining that they would most likely never be built, unless exempted from the FAR calculations.

Then show (the ordinance-proposed) floor/site plan without the FAR-exempt features, which would then inherently be maxed out.

Then explain that they would effectively eliminate all of the traditional, indoor-outdoor, "softening", transition elements that are so typical of the single-family residential architecture at St Helena so wants to maintain...

Maybe then offer a future historical reference phrase, something about that home design being "so big-bland-boxy, so post 2015"...

OK, so it's been a long day, but you get the idea. I'll try to catch you on the phone before Christmas just to touch base.

Thanks - Peter

Please excuse any errors, this was sent by fat fingers from my iPhone

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**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: New Business

Subject: Discussion and determination of Tree Committee membership of Scott Freeland due to moving outside of St. Helena City limits

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Approved By: Jennifer Phillips, City Manager

BACKGROUND

Mr. Scott Freeland was appointed to the Tree Committee on July 14, 2015. On January 1, 2016, Scott changed residency from St. Helena to Calistoga. His desire is to relocate back to St. Helena permanently. He would like to continue his service to the community on the Tree Committee. (Please see attachment A)

Per City of St. Helena Protocol for Committees, Commissions and Boards, "Committee members must reside within the St. Helena City limits. The Council may approve an exception to this rule on a case-by-case basis. All five Planning Commissioners must live within the St. Helena City limits."

DISCUSSION

It is appropriate for the Mayor and City Council to determine if Scott will remain on the Tree Committee.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Determine and advise staff regarding Scott Freeland's Tree Committee membership.

ATTACHMENTS

Attachment A – Correspondence from Scott Freeland

Attachment B – City of St. Helena Protocol for Committees, Commissions and Boards

Cindy Black

To: Carlos Uribe
Subject: RE: Tree Committee

From: Michael S. Freeland [<mailto:msfreevg@gmail.com>]
Sent: Friday, January 15, 2016 4:23 PM
To: Carlos Uribe
Subject: Tree Committee

Good afternoon Carlos,

I have moved from St Helena to Calistoga as of January 1st of this year. Our lease in St Helena was not renewed. We are looking to purchase a home in St Helena, but have not found what we are looking for yet; the search is ongoing.

We were notified by the owner of the rental in November that we needed to be moved out by December 31st and looked for a place to rent in St Helena. No luck finding a four bedroom that would also allow two dogs. We did find such a place in Calistoga and have signed an 18 month lease. We are still looking for a permanent residence and plan to settle in St Helena.

Ideally, this change of address will not affect my ability to remain on the tree committee. I leave that decision to you and the City Council to make. My apologies for any inconvenience this may cause.

Sincerely,

Scott Freeland

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City of St. Helena Protocol for Committees, Commissions and Boards (CCB)

St. Helena Committees, Commissions and Boards (CCB) function under the direction of the City Council on behalf of the City and its residents. The Council establishes committees by ordinance or resolution defining the role, purpose and membership. While each one functions specific to its purpose, all must follow the same overriding principles which are herein defined.

This protocol is intended to provide general guidance, and is not intended to supersede or conflict with any provision of State law, the St. Helena Municipal Code or other ordinance adopted by the City Council, which in the event of any conflict shall control.

ROLE AND PURPOSE

The City Council determines a committee's role and purpose at the time it is created, which should be defined clearly enough to easily communicate the purpose of the committee to the general public.

Committees may be 1) on-going standing committees, or 2) established for a specific purpose with an expected end date. Roles and purpose may be general or specific, but all will have a clearly defined goal, task or product.

Recommended changes in the role or purpose of a committee must be brought to the City Council to clarify how the proposed changes will provide improved or additional benefit.

MEMBERSHIP AND COMMITTEE STRUCTURE

The City Council defines the membership size by resolution or ordinance when establishing a committee. A committee consists of a minimum of five and a maximum of seven members, except the Planning Commission which consists only of five regular members. The Council may appoint up to two alternate members to serve on a committee in order to ensure a quorum can be reached if members cannot attend. City Council members and staff shall not sit as members on any committees. However,

the City Council may, in its discretion, appoint two Council members in the composition of a City Council subcommittee for a specific purpose.

As required by State law, the Mayor shall nominate committee members from the pool of applicants, and they will be appointed only after a majority vote approval by the City Council. Applicants may choose to attend the City Council meeting and make a statement in support of their application before the Council votes on the appointment.

Residency. Committee members must reside within the St. Helena City limits. The Council may approve an exception to this rule on a case-by-case basis. All five Planning Commissioners must live within the St. Helena City limits.

Member Terms. Committee members will serve two years from the date of appointment, except Planning Commissioners who will serve four years. Non-standing committee membership will be based upon the timing of the specific project. In establishing a new committee, or when reducing existing terms from three years to two when those terms come up for reappointment, the Council may initially impose staggered terms consisting of one and two year terms.

Removal of a member may occur for reasons such as, but not limited to, excessive absences, Brown Act violations, and conduct violations. Recommendations to the City Council for removal may be made by a committee member, member of the public, staff member, or City Councilmember. Notwithstanding the foregoing, the City Council may in its discretion at any time vote to remove a member of any committee for any reason or none, with or without cause.

Committee Officers. Annually, a committee will select a chairperson and vice chairperson. No member may serve more than two consecutive years as chair, unless unanimously agreed upon by the Committee in a sealed vote and approved by the City Council.

The chairperson runs the meeting in accordance with the agenda. The vice chairperson has the same powers and duties of the chair if the chair is absent or unable to act. If both the chair and vice-chair are absent or unable to act, the committee selects by motion and majority vote one member as acting chair for the duration of the meeting or absence.

Subcommittees. The committee may in its discretion appoint members to subcommittees for the purpose of researching specific issues, conducting community outreach, and/or formulating recommendations to the committee, and may also engage experts or other persons (who will not be considered as members). Subcommittee membership will be less than a majority of the total membership of the committee. Prior to creating a subcommittee, the committee will consult with staff to determine whether the subcommittee is subject to the Brown Act, in which case formation of the subcommittee will be subject to Council approval.

Bylaws. Committees may adopt bylaws governing their work that are consistent with this protocol and other City laws. Proposed bylaws must be reviewed by staff and approved by the City Council.

MEETING ADMINISTRATION

- Committees should meet at a regular interval (day and time) and location to facilitate public attendance and to provide an accessible forum for the public to attend.
- Committees and committee members shall conduct themselves in accordance with the requirements of State law and the Municipal Code.
- Meetings must be noticed to the public at least 72 hours prior to regular meetings, and 24 hours prior to special meetings, as required by the Brown Act.
- All meeting notices must be posted outside St. Helena City Hall and on the City website.
- Agendas must adhere to the form provided by the City to ensure consistency and clarity.
- Meeting minutes will be recorded using the City template and submitted for approval at the next committee meeting. Once approved, the minutes are submitted to the City Clerk for official record.

Quorum and Voting. A quorum is required to hold a meeting. A quorum is defined as the majority of the number of members, not counting alternates, which officially comprise a committee. Absences and vacancies do not change the quorum number. For example, if a committee is established with five members, the quorum is three members. If there are two vacancies on the committee, the quorum is still three members.

If a committee meets but does not have a quorum, either through lack of a quorum at the start of the meeting or due to members leaving the meeting, the committee may not conduct its regular business. In these instances, the committee may only act to adjourn to the next meeting date, recess, or take measures to obtain a quorum.

A majority vote is required to approve any action by the committee, unless otherwise required by law.

Alternate Members. Alternate members may vote only upon one of the following conditions:

1. Absence of one or more of the regular members of the committee; or
2. Disqualification of a regular member of the committee due to an expressed conflict of interest.

If more than one alternate member is present and only one vote is available, the alternate members will toss a coin to determine who may vote.

City Staff Liaison. The City Manager will designate a staff liaison to each committee. The liaison will be available to attend committee meetings at the request of the committee chair and with advance notice. The staff liaison's role is to assist the committee in understanding City functions and requirements, such as state regulations, Municipal Code requirements, and conflict of interest and Brown Act requirements. The staff liaison ensures the continued flow of information regarding the City's efforts and progress on work that pertains to the committee's topic area. The staff liaison will collect and file committee records and minutes.

CITY COUNCIL REPORTS

The chairperson or committee designee will appear at a City Council meeting at least once per quarter to report on the committee's activities and projects and to provide updates to the Council and community. The City Council will provide input and direction at that time. Committee chairpersons or designated committee members are encouraged to appear before the Council whenever they feel it is necessary to obtain Council direction or share information.

PROFESSIONALISM AND MEETING BEHAVIOR

As official representatives of the City of St. Helena, committee members are expected to conduct their duties in keeping with the St. Helena Committee Standards of Conduct and to maintain the highest level of professionalism during their tenure. Committees conduct City-sanctioned work for the benefit of all St. Helena residents.

All St. Helena committee meetings will be conducted in an open, fair and professional manner. Committees must ensure a welcoming atmosphere for all participants. St. Helena Meeting Ground Rules must be posted at each meeting, and adhered to, in order to ensure meetings are efficient, productive and respectful.

Committees are formed to improve understanding, ideas, processes or outcomes, and by definition that means individuals will have, and should have, different, and perhaps controversial, opinions. Open, honest dialogue is the goal, and is not to be viewed as a problem. Discussion of topics, not discussion of individuals, should be the focus of committee members both inside and outside the meetings. Committee members represent the City of St. Helena, and therefore may not negatively discuss members or public participants outside meetings. Members can request staff assistance, either during or after the meeting, with unruly or disruptive participants. No committee member should tolerate abuse toward other participants, members or themselves.

THE BROWN ACT AND CONFLICT OF INTEREST RULES

The Brown Act

Members of St. Helena committees are required to function under the Brown Act. Committees should have a clear understanding of Brown Act rules. The City will provide committees with Brown Act training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding Brown Act questions.

In general, the Brown Act requires all meetings of a legislative body of a local government, including all committees established by the St. Helena City Council, to be open and public. In some instances these requirements will apply to subcommittees.

- All meetings must be properly noticed and discussion items properly agendized.
- A “meeting” means any gathering of a majority of the members of a committee to hear, discuss or deliberate on any matter within the committee’s jurisdiction.
- Communication outside a meeting by members is restricted by the Brown Act if that communication results in:
 - A “serial” meeting involving a majority of the committee members. A serial meeting may occur if a member communicates to one member, who then communicates to another member, until a majority of members have become involved in the communication.
 - a “spoke and wheel” meeting where a member separately communicates to a majority of members.
- In order to avoid unintended “meetings” involving a quorum,, committee members should generally submit their comments to staff, and should not engage in “reply all” emails or emails or other communications involving a majority of the committee.

Violations of the Brown Act are serious, and can jeopardize the validity of committee decisions. Violations that are willful can carry criminal penalties.

Conflicts of Interest/Due Process

In addition to the Brown Act, State laws, such as the Political Reform Act (“PRA”), impose certain conflict of interest rules on City committee members. For example, the PRA requires members to make certain financial disclosures and prohibits members’ participation in decisions affecting members’ financial interests.

As with the Brown Act, the City will provide committees with conflict of interest training materials, which must be reviewed by all members. Committee chairs can request specific information from City staff regarding conflict questions.

Conflicts may exist where a member lives in close proximity to a project site or other place affected by the committee’s decision, or where a committee member’s personal financial interests or the financial interests of a member’s business, family or source of income may be affected by the decision to be made by the committee. In such instances, the member may be prohibited from participating in the decision.

Conflict of interest rules are complex. Moreover, as with the Brown Act, violations of the PRA are serious, and can jeopardize the validity of committee decisions. Violations can result in substantial fines and criminal penalties.

Committee members may receive assistance on questions from the State Fair Political Practices Commission (“FPPC”), which is the agency that is responsible for the implementation and enforcement of the PRA. In addition, Committee chairs may ask staff for assistance. Because conflict questions are often complex and fact-intensive, committee members are urged to attempt to identify potential conflict issues well in advance of meetings at which the decision is to be made.

Finally, in addition to conflict of interest rules involving financial interests under the PRA, some committee decisions on matters that require committees to act as “judges,” as for example when the Planning Commission acts on subdivision map applications or use permits, variances and/or design review, fair hearing and due process requirements apply. Those requirements may preclude members from participating in decisions where the member is “personally embroiled” in the decision at stake, and also may require members to disclose information received outside of a public hearing so that stakeholders may also hear and respond to such information.

As with conflict and Brown Act requirements, committee chairs may seek assistance from staff with respect to fair hearing/due process issues, and members are urged to attempt to identify and disclose such issues well in advance of the public hearing.



City of St. Helena

Meeting Ground Rules

1. Start on time
2. Everyone come prepared
3. If you called the meeting, run it well
4. If you are at the meeting, participate
5. Stay on topic
6. One person speaks at a time
7. Be open and honest
8. Actively listen – no side conversations, texting or cellphone use
9. No negative body language or personal attacks
10. End on time



[COMMITTEE NAME]

AGENDA - REGULAR MEETING

[MEETING ADDRESS]

[MEETING DATE AND TIME]

- 1) **ROLL CALL:** [LIST MEMBERS, COUNCIL LIAISON, AND STAFF LIAISON]
- 2) **APPROVAL OF MINUTES:** [Date of minutes]
- 3) **PUBLIC FORUM:** An opportunity for the public to directly address the [Committee] on items of interest to the public that are not listed on the agenda. Any person addressing the [Committee] should provide his or her name and address, and limit comments to five minutes. Because of restrictions imposed by the Brown Act, the [Committee] may not engage in substantive discussion, nor take action on matters not described on the agenda.
- 4) **SCHEDULED MATTERS:**
[List each item of business to be transacted or discussed at the meeting, with a brief description generally not exceeding 20 words and an approximate time allocated for the item.]
- 5) **REPORTS AND ANNOUNCEMENTS BY MEMBERS AND STAFF:** Reports by staff and/or [Committee] members on items of general interest. Brief questions for clarification may be posed and answered, and [Committee] members 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 [Committee].
[List with approximate time allocated for each item]
- 6) **DISCUSSION OF ITEMS TO BE PLACED ON THE NEXT MEETING AGENDA**
- 7) **ADJOURNMENT**

The next regularly scheduled [Committee] meeting will be held on [Date]. This agenda was posted at City Hall, 1480 Main Street, and at [location where meeting will be held] on [Date].

Cindy Black, Interim City Clerk

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in the meeting, please contact City Hall at (707) 967-2792. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting (28 CFR35.102-35.104 ADA Title II). However, City staff will attempt to assist at any time with accessibility. The City Clerk has equipment to assist those with a hearing impairment.



**MINUTES OF THE REGULAR MEETING OF THE
[COMMITTEE NAME]
[Meeting Location]
[Meeting date and time the meeting was called to order]**

2) ROLL CALL:

PRESENT: [List members, Council liaison, and staff liaison. Guests and staff scheduled to give reports or presentations may also be listed. Do not list members of the public in attendance.]

ABSENT: [List members, Council liaison, and staff liaison]

3) APPROVAL OF MINUTES: M/S: [Moved/Seconded: Name/Name]. Ayes: ["All" or individual names]. Noes: ["None" or Names]. Abstain: ["None" or Names].

4) [LIST ALL AGENDA ITEMS and, if a vote was taken, indicate M/S, Ayes, Noes, and Abstain. Although not required, the minutes may briefly discuss major points of the discussion, report or presentation. If there was no discussion of the agenda item, state so. For example:

A. Election of Officers: Susan Smith was elected Chairperson and John Davis was elected Vice Chairperson. M/S: Stuart/Price. Ayes: All. Noes: None. Abstain: None.

B. Green Building Regulations: The group reviewed the subcommittee's research on green building regulations and agreed to make a presentation to the City Council and seek direction from the Council on potential new regulations the Council may wish to adopt. The staff liaison will request an agenda item be placed on the City Council's agenda in January. M/S: Gonzales/Moore. Ayes: All. Noes: None. Abstain: None.

C. Plastic Bag Ban. This item was not discussed.]

5) ADJOURNMENT: The meeting was adjourned at [Time].

The next regularly scheduled [Committee] meeting will be held on [Date, location and time].

SUBMITTED BY:

Committee Standards of Conduct

Appointment to a City of St. Helena committee provides a unique opportunity for service to the community and leadership in the community. These positions carry an obligation of ethical conduct and personal integrity that will foster public respect, confidence and trust.

The Standards of Conduct are adopted to provide guidance to committee members to assist in fully understanding the role and responsibility of the position.

Responsibilities of Committee Service

In carrying out the responsibilities, committee members shall:

- A. Perform their responsibilities in a manner that is efficient, courteous, responsive and impartial, providing fair and uniform treatment of all person and issues;
- B. Seek the overall public good in all decisions;
- C. Foster effective, courteous and cooperative working relations with fellow members of the committee, the City Council, City staff, and the public;
- D. Serve as a communicator between the community and the City Council and City staff, and facilitate expression of citizen views;
- E. Abide by all applicable Conflict of Interest laws, policies and regulations; Disclose possible conflicts of interest and not participate in any official decision which could materially affect the member's financial or personal interest, nor attempt to influence the vote on any such manner;
- F. Avoid any action which could be construed by an objective person to create the appearance of using public office for personal gain, including use of City stationery or other City resources to obtain or promote personal business, giving preferential treatment to any person or group, or impeding governmental responsiveness or efficiency;
- G. Identify personal opinions and recommendations, avoiding any implication that they are those of the committee unless such position has been duly voted; and
- H. Refuse gifts, service or any promise of future benefit that could be construed to compromise independence of judgment or action as a public official.

Committee Behavioral Norms

- A. Committee members are encouraged to share their opinions throughout the deliberative process including the rationale that led to their position.
- B. The committee will allow sufficient time during meetings so members do not feel rushed and have time to digest what is said and form their own opinion.
- C. Committee members will listen respectfully to each other and the public, and will respond to comments respectfully, avoiding verbal attacks.
- D. The committee will stay positive and productive even when members disagree, demonstrating leadership characteristics appropriate for appointed leaders of the community.
- E. All members will be given an equal opportunity to speak up and discuss the issues.

- F. Committee members will refrain from negative body language in response to comments by committee members or the public.
- G. The Chairperson will start the discussion with a different committee member for each agenda item.
- H. When committee action is contemplated, the Chairperson will ensure that all committee members have had a chance to ask questions and make comments prior to entertaining any motion.
- I. Any committee member who notices disruptive behavior may call "Points of Order" and the Chairperson will address the behavior.

Committee/Staff Relationships and Conduct

- A. Committee members shall recognize that the primary functions of staff liaisons are to execute actions taken by the committee and keep the committee informed.
- B. Each committee member must recognize that only the full committee has power to accept, reject, amend, influence, or otherwise guide and direct staff actions, decisions, recommendations, workloads and schedules, departmental priorities, and the official conduct of City business. Individual committee members shall make no attempt to pressure or influence staff decisions, recommendations, workloads and schedules, and departmental priorities without the prior knowledge and approval of the committee as a whole.
- C. Individual committee members shall not intrude into functions which are the responsibility of staff including, but not limited to, staff decision-making, staff recommendations, work schedules, and other day to day management/administrative operations.
- D. Staff is obligated to take guidance and direction only from the committee as a whole or from the appropriate management superiors as may be the case. Staff is directed to reject any attempts by individual committee members to unduly influence or otherwise pressure them into making, changing or otherwise suppressing staff decisions or recommendations, or changing departmental work schedules and priorities. Staff shall report such attempts to influence them in confidence to their management superiors, who may inform the committee as a whole of such attempts.
- E. Committee members shall make every effort to avoid surprising the staff during public meetings. If there is an issue or a question a committee member has on an agenda item or a matter the committee member intends to bring up at the meeting, that member should contact staff prior to the meeting to alert them to the issue and state the question or concern.
- F. Requests by committee members for information or assistance shall be responded to provided that, in the judgment of their management superior, such requests are not of a magnitude, either in terms of workload or policy, which would require that it more appropriately be assigned to staff through the collective direction of the committee. In terms of making the judgment, the following guidelines shall be considered: 1) the request should be specific and limited in scope so that staff can respond without altering other priorities and with only minimal delay to other assignments; 2) the request should only impose a "one time" rather than on-going work requirement; and 3) the response to the request should not require more than one staff person working on the issue in excess of one to two hours.
- G. When staff response to a committee member's request involves written material which may be of interest to other committee members, the staff liaison will provide copies to all committee members. In deciding items of interest, the staff liaison will consider whether the information is significant, new or otherwise not available to the committee.

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**Report to the City Council
Council Meeting of January 26, 2016**

Agenda Section: New Business

Subject: Resolution authorizing the Police Department to fund one Police Officer position, effective May 1, 2016, at a cost of not more than \$19,568.50.

CEQA Status: Not a CEQA project

Prepared By: William Imboden; Chief of Police

Approved By: Jennifer Phillips, City Manager

BACKGROUND

The approved FY 2015-16 Operations Budget includes funding for one Chief, three Sergeants, One Corporal, and six officers. Additionally, the Department has one Lieutenant position which has been vacant since July 1, 2015 in a cost saving measure. This vacancy was intended to be a one year cost savings, with the intention of filling the position in FY 2016/17.

When the vacant Lieutenant position is filled in July 2016, there will be a vacancy in the Sergeant ranks. Instead of promoting a new Sergeant from the Officer rank, the best benefit to the Department is to hire an additional officer, thus changing the organizational chart to show two Sergeants, one Corporal, and seven Officers. This format provides for two officers on each shift, supervised by one Sergeant.

With the current staffing levels, and even with the proposed changes, any time there is an absence, regardless of the length of time the employee will be out, another employee is required to work overtime to provide the minimum staffing of two Officers on duty at all times. This is due to the fact that the Police Department has been reduced to the bare minimum in staffing.

DISCUSSION

The Department expects two Officers to begin using Family Medical Leave Act leave simultaneously, in early July, 2016. FMLA provides up to twelve weeks of leave to care

for specified family members. In anticipation of these two Officers being gone at the same time, for up to three months, the Department would like to have another Officer hired and through the Field Training Program before the impending absences begin, to mitigate the amount of overtime needed to cover the shifts.

The hiring process for one Officer can take eight to twelve weeks, depending on the amount of information to go through, the availability of the professional services needed, and the flexibility of the candidate's schedule. Once a new Officer is hired, they take another eight to twelve weeks to complete the Field Training Program to be released to work on their own. If the Police Department begins a hiring process immediately we can realistically expect to have an officer hired by the beginning of May (no sooner than May 1, 2016). Anticipating at least eight weeks of training, we can expect to have the Officer working on their own in the beginning of July, 2016. When the two current incumbent officers take their FLSA leave, the new Officer will be able to assume one of those shifts and eliminate half of the overtime.

Currently (FY 2015/16) an Officer working at the bottom step of the Officer pay scale as agreed to in the MOU costs the City \$8,490.25 per month, including salary and benefits. An Officer at the top step of the same scale costs \$9,784.25 including salary and benefits. Depending on the qualifications of the Officer applicant, they can be hired anywhere within the pay scale. Using the above dollar amounts this position would cost the City no less than \$16,980.50 and no more than \$19,568.50 for the two months of May and June, 2016.

One Officer works 540 hours in a twelve week period. With two Officers taking FMLA leave, there will be a potential to have to cover 1,080 work hours while they are gone. The MOU between the City and the Peace Officers Association calls for the sworn members to receive a 4.5% raise (while assuming another 3% of their PERS contribution). Based on this raise, a top-step Officer working an overtime shift will earn \$45.39 per hour. To cover the 1,080 work hours created by the FMLA leave absences, the City will pay \$49,021.20 in overtime costs. With the over hire Officer, the Department can reduce this cost to less than half (assuming the newer Officers work some of the overtime at less than top step pay).

If the position is not filled the Department will have to cover eight patrol shifts with six people during the FMLA leave period. Additionally this analysis does not take into account unscheduled absences of other officers or scheduled vacations and training which will impact the staffing and create additional overtime costs.

FISCAL IMPACT

The fiscal impact for the Officer position is not to exceed \$19,568.50 for the two months of May and June, 2016. Funding for this position was not budgeted in the 2015/16

adopted budget; the funds in the amount of \$19,568.50 will come from General Fund Assigned Reserve. In addition this commits the City to fully fund the Officer position for FY 16/17 at the total cost of not more than \$131,633.00 (estimated using all potential benefits and highest rate plans).

RECOMMENDED ACTION

Staff recommends that the City Council of the City of St. Helena adopt a resolution approving the hiring of one Police Officer beginning no sooner than May 1, 2016.

ATTACHMENTS

1. Resolution

**CITY OF ST. HELENA
RESOLUTION NO. 2016-_____**

Resolution authorizing the Police Department to hire one Police Officer position in anticipation of impending absences, effective May 1, 2016, not to exceed \$19,568.50

RECITALS

- A. The City of St. Helena Police Department is minimally staffed to cover required Patrol shifts; and
- B. Any time the Department loses staffing, overtime must be used to maintain minimum staffing levels for safety; and
- C. The Department is anticipating filling a vacant Officer position in July, 2016; and
- D. The Department is anticipating having two Officers absent simultaneously beginning in July, 2016; and
- E. The City wishes to minimize the amount of overtime hours incurred by the Department; and
- F. The position will be filled no sooner than May 1, 2016; and
- G. The cost of funding this position will not exceed \$19,568.50; and
- H. The funds will come from Assigned General Reserves.

RESOLUTION

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

1. The hiring of one police officer position is approved.

Approved at a Regular Meeting of the St. Helena City Council on January 26, 2016, by the following vote:

Mayor Galbraith: _____

Vice Mayor White: _____

Councilmember Crull: _____

Councilmember Dohring: _____

Councilmember Pitts: _____

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



Report to the City Council
Council Meeting of January 26, 2016

Agenda Section: New Business

Subject: Consider Approval of Recommendation to Contract with a Forensic Accountant, Direct Staff to Return with an Agreement for Council Approval, and Receive and File Report on Analysis of the Comprehensive Flood Control Project

CEQA Status: Not a CEQA Project

**Prepared By: April Mitts, Finance Director 
Tracey Perkosky, Grants Manager **

Approved By: Jennifer Phillips, City Manager 

BACKGROUND

The City of St. Helena has been impacted by Napa River flooding many times, and in the late 1990's staff began a planning process with the intent to receive a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA) for areas along the Napa River near the confluence of Sulphur Creek. The intent was to reduce the likelihood of severe flooding for some vulnerable properties. The LOMR impacts rates and requirements for flood insurance. Upon completion and evaluation of the Comprehensive Flood Control Project, the LOMR was effective on November 5, 2012.

The City received an initial grant through the FEMA Hazard Mitigation program to fund a planning study to develop options, cost estimates, and preliminary designs to reduce the potential damages from flooding in St. Helena. This grant was expanded to include engineering and other costs. The Comprehensive Flood Control Project included many projects: the levee near Vineyard Valley Mobile Home Park, Fulton and Mitchell storm drains, Mitchell Duck Pond cleaning and repairs, Meadowcreek bank stabilization at Sulphur Creek, Deer Park Road Study, and a Benefit Assessment District Study. The work was completed in multiple phases. Throughout the entire project, the City secured additional funding sources such as a state revolving loan, a grant and Measure A to help fund the various components.

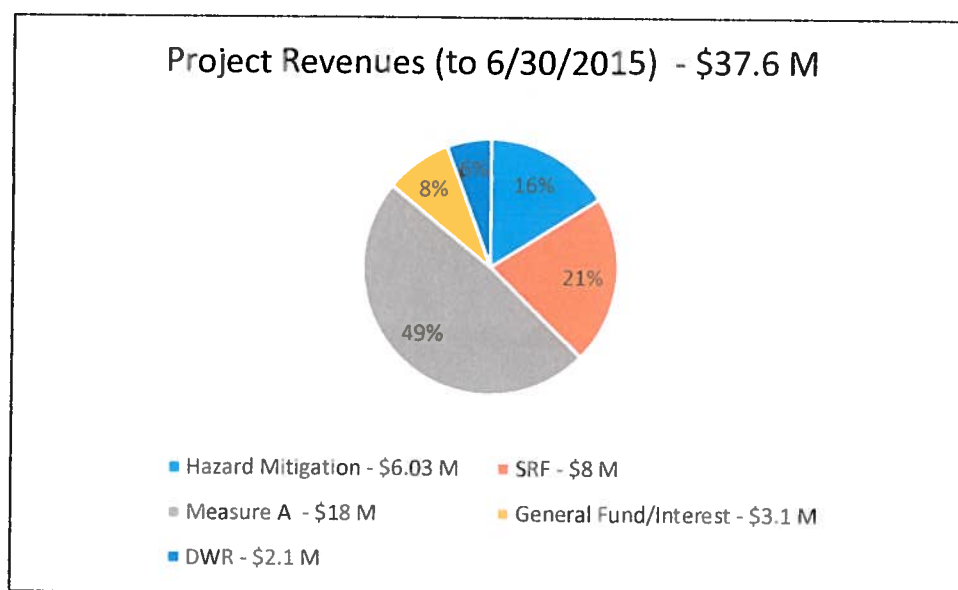
On April 10, 2015, the City's Finance Director presented a public staff report to the City Council that a \$1.9 million check had been issued to return grant funds to the CA Office of Emergency Services (OES) for the Hazard Mitigation Grant which is also known internally as the FEMA grant (Attachment A). At that time, OES was denying submitted

grant expenses and the City was appealing the eligibility. However, the City opted to end the appeals process which rendered all the questioned expenses ineligible. This required the City to reimburse the funds. This check and the grant deobligation were discovered during the Comprehensive Annual Financial Report (CAFR) and raised many questions for the City Council and staff. Shortly thereafter, the City hired a Grants Manager to review the Comprehensive Flood Control Project to identify all Flood Project expenses, review compliance with the funding agreements, review all expenses for eligibility, complete any outstanding reports or contract amendments, and review opportunities to recover the \$1.9 FEMA reimbursement. The Grants Manager was also tasked with developing policies and procedures to limit deobligations in the future.

Analysis of the project was from Fiscal Year (FY) 98/99 to 14/15 and review of city funds numbered 34, 35, and 235. During the Comprehensive Flood Control Project, the City used two financial software systems. The older system placed the Hazard Mitigation Grant into Fund 34 and Measure A funds into Fund 35. In 2008, these funds were combined into Fund 35 which is discussed further in this report. When the City transitioned to the new financial system, a three number system was implemented and Fund 35 was renamed Fund 235. These funds were the project funds where most of the revenues and expenses were allocated. After the \$1.9 million repayment of grant funds to FEMA, there was not enough project revenue to pay for the additional expenses. Therefore, some litigation, settlement, on-going maintenance and monitoring, and debt service expenses were paid directly out of the General Fund. These expenses are not part of this analysis and report.

FUNDING

From 1999 through 2015, the City received \$34.5 million from local, state and Federal agencies to help fund the Comprehensive Flood Control project.



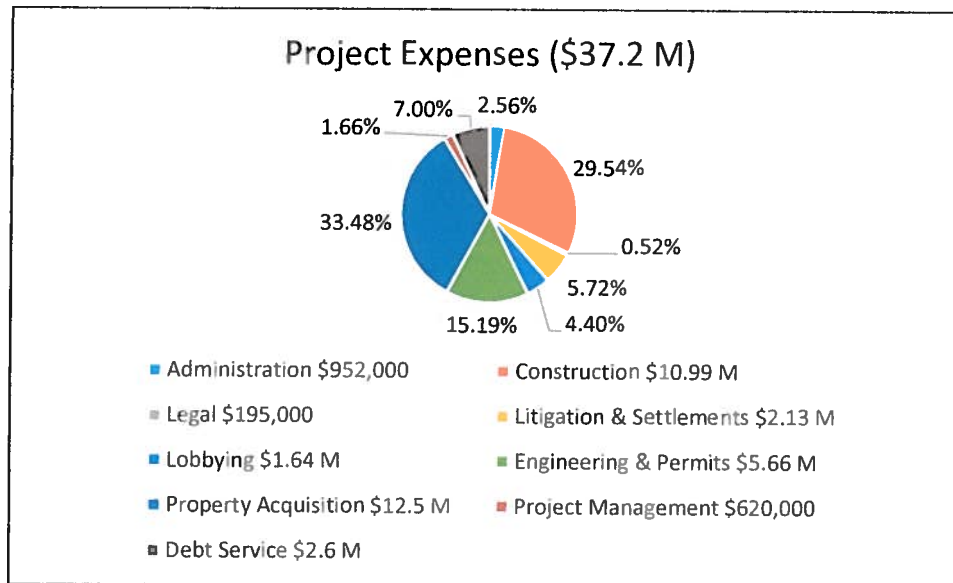
This included \$6.03 million from the Hazard Mitigation grant, \$8 million from the State Revolving Loan Fund (SRF) through the State Water Resources Control Board (principal and interest/fees must be repaid through 2028), \$2.4 million grant from a Department of Water Resources (DWR) grant (\$237,000 has not yet been received), and \$18.25 million from Measure A local sales tax revenues. The City's General Fund and interest contributed \$3.1 million to the project. Any interest that the City earned from grant, loan or sales tax receipts was expended on flood project costs. In addition, the City is anticipating receiving an additional \$4 million in Measure A funds through its sunset in 2018.

EXPENSES

Based on the available information, including debt service payments, the City has expended \$37.2 million on all of the projects which comprise the Comprehensive Flood Control Project: the levee near Vineyard Valley Mobile Home Park, Fulton and Mitchell storm drains, Mitchell Duck Pond cleaning and repairs, Meadowcreek bank stabilization at Sulphur Creek, Deer Park Road Study, and a Benefit Assessment District Study.

At this time, costs cannot be broken down by individual project since some invoices were not specific enough such as the removal of construction road plates which did not specify a location, or engineering expenses for the various projects were often combined. Also, upon reviewing all available documentation, there is 1%, or about \$300,000, of expenses that have not yet been identified.

The project expenses were broken down into nine broad categories.



1. Administration was staff salaries, supplies, meals or other per diem, postage and shipment fees, telephone and internet cost, technology and software, and other general expense that did not fit into any other category.

2. Legal was general or routine legal services.
3. Lobbying was professional fees paid to Carmen Group (\$1,389,000) and DiMare, Van Vleck, & Brown (\$209,600), and all related expenses such as staff travel costs, meals, shipments, etc.
4. Property acquisition included the land and mobile home purchases (\$10,600,000), relocation expenses and related professional services such as appraisals, maps, and title services.
5. Debt service was principal, interest and fees on the SRF through June 30, 2015.
6. Construction costs were the construction contract costs, utility relocation, materials, construction management/inspection, cultural resources, and on-going maintenance.
7. Litigation and settlements were professional services, settlements, and related expenses such as telephone fees, shipments etc. for the Living Rivers Council lawsuit and appeal, land acquisition at Vineyard Valley, claim by Dennis Hunter, lawsuit-countersuit involving the City with Argonaut Constructors and Pressure Grout Company, and lawsuit by Vineyard Valley on unfixed damages.
8. Engineering and permits was the planning costs, engineering design and analysis, EIR and CEQA, and permit fees.
9. Project management was consultants who assisted with managing various aspects of all projects.

RECORDS MANAGEMENT

The project files were very difficult to follow, with items located in Public Works, Finance, attic storage, and throughout City Hall. Twenty-four binders with copies of checks with payment back-up, sorted by vendor and fiscal year labeled "Measure A" were located. These binders did not contain copies of all of the City issued checks for the project, and more importantly did not appear to relate exclusively to "Measure A" as the labels implied. Instead they appeared to represent most of the expenses for the project, and were for all of the various project revenues. Funding contracts were located in various locations in City Hall or records storage, however not all amendments were found. The funding agencies were contacted and assisted staff with the contract and reimbursement documentation. In addition, staff reviewed flood project information located in several hundred boxes and sorted out related information.

ACCOUNTING

The financial analysis was complicated by the fact that in June 2008, using a Journal Entry, City staff combined the Hazard Mitigation Grant (Fund 34) and Measure A (Fund 35) into one account without the use of sub-accounts (Attachment B). Hazard Mitigation Grant guidelines appear to have required separate fund accounting. As the project moved forward, the SRF and DWR contracts also appear to have required separate fund accounting. This made tracking expenses and correlating them to funding sources very challenging. This was compounded by reimbursement requests and periodic reports for the Hazard Mitigation Grant and Measure A funds which were in aggregate form rather than providing detailed back-up. For example, a report might list \$400,673 to

a legal firm, but staff could not locate back-up documentation to determine which specific invoices and checks the expense was tied to.

ANALYSIS

Staff began by analyzing each check and back-up information to ensure that it was related to the Comprehensive Flood Control Project. Non-project expenses were not considered in the analysis.

Hazard Mitigation Grant

For the Hazard Mitigation Grant, funding documents were examined to ensure that expenses fit within the project period, through December 31, 2008 (Attachment C). The Hazard Mitigation grant paid for 75% of eligible costs, and the City was responsible for the remaining 25% as a grant match.

Large single expenses over \$50,000 were tested for compliance with scope, project period, and grant requirements including debarment (entities prohibited from doing business with the Federal government). This grant was for planning & engineering only so any expense associated with a ground disturbance beyond testing was ineligible as there was no National Environmental Policy Act (NEPA) approval. The expenses on the \$1.9 M deobligation list were tested for compliance and found not to be eligible. The ineligibility was because the deobligated items contained numerous expenses for construction of the storm drain projects or State Revolving Loan Fund repayments which required NEPA, ineligible administrative items, and items linked to lobbying or eminent domain such as conference call fees, shipments or mailings. Many expenses were also out of the permitted project period.

The deobligated list also included one instance of requesting the same expenses which were already paid by the grant. Payments made to Coastland Engineers were deemed eligible and reimbursed at the 75% Federal share. The same payments were denied as part of the deobligation (payback) when listed by the vendor number from the previous financial software system, COA02 (Attachment D).

Available City records on the contractual obligations for the Hazard Mitigation grant are also weak. There was no available proof that the debarment list was verified prior to expenses being authorized, and the separate fund accounting was eliminated during the project period.

State Revolving Loan Fund (SRF)

Staff followed the same process used for the Hazard Mitigation Grant for the SRF (Attachment E). The SRF is slightly different from a traditional loan where funds can be expended on any item and then paid back. Instead, specific elements of the project are vetted and approved for disbursement, which are then paid back. Funding disbursements were examined to ensure that expenses fit within the project period.

Then additional analysis was completed comparing the purpose of the expense to the project scope and eligibility criteria. Large single expenses over \$50,000 which were submitted for disbursement were tested for compliance with scope, project period, and loan requirements.

There were no initial significant findings in the expenses, however in reviewing the DWR grant, questions arose surrounding the loan payback and the grant funds, which will be addressed later in the report. Staff also observed contractual issues such as the apparent lack of proper fund accounting, no official project file to adequately document project actions, no proof of the debarment verification, and the City has not yet set-up the required nonpoint source capital reserve fund. Staff is now actively working to regain compliance with the Incidental Take Permit through California Department of Fish and Wildlife. Compliance is required by the SRF agreement and Fish and Wildlife is holding a \$173,000 letter of credit to ensure all obligations are met.

Department of Water Resources Grant (DWR)

City staff then analyzed the Department of Water Resources grant (Attachment F). This grant was awarded in the amount of \$3.1 million, however there are only \$2,371,481 of eligible expenses as the engineer's estimate for the line items was higher than the actual bid. Of the eligible expenses, \$2.134 million has been received by the City. The remainder is held as retention upon successful close out of this grant. The grant was not closed out by previous staff as a required conservation easement was not created. The grant contract is expired, and DWR is not, at this time, interested in granting the City a contract extension. However, they will permit the City to complete the conservation easement, file the close out reports and, assuming all requirements are met, release the \$237,000 in retention.

The grant was analyzed in a similar manner to the previous funding sources. Since there were few expenses, each one was reviewed for project period, scope of work, and any eligibility criteria. During this review, this grant was not easily identified as being part of the project. City staff is grateful to the DWR staff who provided the contract and reimbursement request, and notified us about the required close out, conservation easement, lack of maintenance & monitoring reports, and retention. Additional issues were raised by the following:

- The project period on the reimbursement request does not match the project period on the contract (Attachment G);
- There are approximately \$75,000 of expenses on the reimbursement that are outside the project period and staff has made an inquiry on eligibility;
- The reimbursement lists only the checks issued to Argonaut when some of the expenses are part of the contractor retention placed in escrow with Wells Fargo Bank; and
- There are approximately \$2 million of expenses that appear to be charged to both SRF and DWR without the grant funds used as loan payments.

For the DWR grant and SRF, specific line items on the invoices were eligible for reimbursement or loan disbursement. There were other line items which were not charged to either funding source. One example is Argonaut Constructors' Invoice 2976 (Attachment H), which was submitted to SRF and DWR for payment. All of the line items, 1 to 245, were included in disbursement request #3 for SRF (Attachment I). In the DWR reimbursement request (Attachment G), lines 205 and 206 of this invoice were included in the reimbursement request through check number 72705. Therefore, in this instance it appears that \$54,000 should have been remitted to the SRF loan.

After discovering this discrepancy, staff reviewed the DWR agreement and found no reference to using these funds as a loan payback. This is typically stipulated when it is permissible. In addition, staff was unable to identify any payments to SRF using the grant funds.

Taking a proactive approach, City staff reached out to both DWR and SRF to explain the situation, and, specifically, that the City does not have the approximately \$2 million in funds to pay down the loan at this time. Both agencies are committed to working with the City to find a solution. Additional discussions will take place over the next few months and any contractual changes will be presented to the City Council for approval.

Measure A

Analysis of the Measure A expenses is still in progress as staff is working to meet the requirements of the voter approved measure and the fiscal oversight board. Staff is working closely with the Napa County Auditor-Controller to provide all detailed documentation requested for all past drawdowns, contract amendments for future drawdowns and ensuring full compliance.

CONCLUSION AND NEXT STEPS

The fiscal review of the Comprehensive Flood Control Project revealed apparent weaknesses in the grant, accounting, and contractual compliance for the various funding sources.

Unfortunately, a significant amount of contractual compliance work remains on the Comprehensive Flood Control Project. Staff will be (1) negotiating with SRF and DWR about the loan payback, (2) completing the analysis on Measure A and filing all needed reports and contract amendments to ensure full compliance, (3) identifying and negotiating a conservation easement with a third party, (4) closing out the DWR grant, (5) completing a deed restriction for the Incidental Take Permit (ITP), (6) coordinating with CA Fish and Wildlife about deficiencies in the ITP and rectifying them, and (7) creating a capital reserve fund for the flood wall for maintenance or a major repair. Staff will also be drafting for Council approval a grants management policy to avoid similar

problems on future alternative funding sources such as grants, loans, special sales tax allocations, etc.

In this fiscal review, staff observed what appears to have been a lack of internal controls, records management, grants management, detail on some reimbursement requests, timely Federal Single Audit Reports and not completing other contractual obligations. It is important that this project is vetted to ensure full compliance with the funding sources, and can pass an audit without the payback of additional funds. Due to these factors, staff recommends the hiring of a Forensic Accountant to scope out next steps and advise if a full examination is possible.

RECOMMENDED ACTION

Approve the recommendation of contracting with a Forensic Accountant, direct staff to return with an agreement for Council approval, and receive and file this report.

ATTACHMENTS

Attachment A: April 10, 2015 Staff Report with Attachments 1 to 16

Attachment B: Journal Entry to Combine Accounts

Attachment C: Hazard Mitigation Grant Correspondence

Attachment D: Coastland Engineering Vendor Number Printout

Attachment E: SRF Agreement and Amendments 1 to 4

Attachment F: DWR Grant Agreement

Attachment G: DWR Grant Invoice

Attachment H: Argonaut Constructors Invoice # 2976

Attachment I: SRF Disbursement Request #3



Report to the City Council
Council Meeting of April 10, 2015

Agenda Section: **Staff Report**

Subject: **FEMA/OES Refund Update**

CEQA Status: **Not a CEQA Project**

Prepared By: **Jennifer Phillips, City Manager** / **April Mitts, Finance Director**

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

BACKGROUND

At the February 10, 2015 City Council meeting Finance Director Mitts reported on the City's annual Comprehensive Annual Financial Report (CAFR). Highlighted in this presentation was a \$1.9 million reimbursement in February 2014 to the Department of Homeland Security's Federal Emergency Management Agency (FEMA)/California Governor's Office of Emergency Services (OES). Staff was asked to research the reimbursement and report to Council their findings.

DISCUSSION

City Manager Phillips and Finance Director Mitts have been researching the events that took place regarding the reimbursement to FEMA/OES. Findings in this report include information received by contacting OES, research of finance documentation and files, and hiring an independent third party to research and conduct interviews with former City Manager Gary Broad, former Finance Director Karen Scalabrini, and former Interim Finance Director Sheila McCrory. At the time of this report, the interview with Broad has not yet occurred.

Timeline

In 1998 FEMA declared Disaster 1203 (DR-1203) due to El Nino. DR-1203 made funds available for a 404 grant through FEMA. A 404 grant is for Hazard Mitigation. When the 404 grant was established by FEMA a set amount of money was established to draw from by various entities.

Total funding received by St. Helena from FEMA was \$8 million.

Between the years of 2000-2007 the City of St. Helena received \$3.5 million in grant funds from FEMA for flood protection planning. The funds were to be used to plan, design and engineer the St. Helena comprehensive flood project.

In 2012 Scalabrini requested additional grant funds and the City of St. Helena received an additional \$4.5 million from FEMA. The funds requested in 2012 from FEMA were for costs previously incurred by the City for the flood protection project. Per Scalabrini she used ledger entries and not physical documents to request the grant funds from FEMA. When the funds were received they were placed in a designated fund (Fund 235) and used to pay the City's annual State Revolving Fund debt. The State Revolving Fund provided funds for the St. Helena-Napa River Flood Protection and Estuary Restoration Project.

OES works with FEMA and the City of St. Helena in the distribution and facilitation of FEMA funding. The documents referenced in this report were initiated from FEMA, sent to OES for facilitation with the City of St. Helena. The same process takes place when the City of St. Helena responds to requests by OES. With that in mind all correspondence with the City of St. Helena and OES were initiated from directives by FEMA. Only correspondence with the City of St. Helena and OES are included in this report.

Prior to close out of DR-1203, OES conducted an audit of the City's files for the funds received from FEMA. Any funding received for grants is subject to audit and is normal course of business. Document retention requirements vary by funding source. FEMA requires all files to be kept for a period of seven (7) years after the close of the project. According to Scalabrini a temporary employee was hired through Account Temps to assist in the retrieval of documents for this audit. Three (3) auditors from OES were on site for one (1) week reviewing project documentation.

June 25, 2013 - Scalabrini received notification from California Emergency Management Agency (EMA – now known as OES) stating FEMA had reviewed the closeout documentation for DR-1203 provided by the City of St. Helena and had determined the project cost category "Other/ Prior to 2007" in the amount of \$1,821,220 was not eligible for reimbursement (Attachment 1 and Attachment 2). The City had 60 days to appeal FEMA's decision and include documented justification supporting the City's position.

August 29, 2013 - Finance Director Scalabrini filed an appeal with OES (Attachment 3) providing additional information on other costs for the project totaling \$938,635.81 (Attachment 4).

October 5, 2013 - OES requested Finance Director Scalabrini send a summary of the process used to determine the eligibility of items associated with the appeal dated August 29, 2013.

On or around November 19, 2013 - Finance Director Scalabrini responded to OES summarizing the process used to determine the eligibility of items associated with the appeal letter dated August 29, 2013 (Attachment 5).

December 16, 2013 - Finance Director Scalabrini received notification from OES stating that although the City provided additional information, FEMA feels it is still unclear how these costs are directly related to the Flood Protection Planning Project. Therefore, the appeal was denied. The City of St. Helena then had 60 days to appeal this decision (Attachment 6).

January 13, 2014 - Finance Director Scalabrini emailed OES stating she will not be able to complete the detail asked for before she left and that she did not think anyone in St. Helena has the detail of information FEMA is requesting (Attachment 7).

January 15, 2014 - OES replied to Finance Director Scalabrini's email asking for confirmation via email that they City of St. Helena is no longer appealing FEMA's decision on the denial of cost category, "Other/ Prior to 2007" in the amount of \$1,821,220 (Attachment 8).

January 17, 2014 - Finance Director Scalabrini responded to OES via email stating that she spoke to the City Manager Broad and he agreed that the City will need to de-obligate the funds for the appeal (Attachment 9).

January 31, 2014 - Finance Director Scalabrini received notification from OES that FEMA is deobligating \$1,977,904 from the flood protection project. The City of St. Helena had 60 days to appeal this decision (Attachment 10).

Prior to Scalabrini's departure she instructed Interim Finance Director Sheila McCrory to drawdown Measure A funds for expenses the City previously incurred for flood protection projects. Scalabrini believed the City would receive the needed monies from Measure A funds to cover the repayment check to FEMA.

February 18, 2014 - City Manager Gary Broad received Invoice 13-04888 from OES for \$1,901,700 for reimbursement for de-obligation related to Supplement #208 resulting in total project overpayment for DR-1203 (Attachment 11).

February 24, 2014 - Sheila McCrory wrote, "OK to pay per Gary" on Attachment 11.

February 27, 2014 - Invoice #13-04888 was processed through the accounts payable system. The invoice was coded to Fund 235 and Check #87512 was processed and mailed to CAL-OES in the amount of \$1,901,700 (Attachment 12). The utilization of Fund 235 caused a negative cash balance of (\$1,647,119) in the fund.

During the Fiscal Year 2013-14 audit process (which took place from the months of July 2014 to December 2014) the auditor discovered a negative cash fund balance in Fund 235 of (\$1,647,119) due to the refund payment to FEMA/OES in February 2014. The auditor asked McCrory about the deficit in the account and she informed the auditor a request to drawdown funds from Measure A needed to be done (per Scalabrini prior to her departure) to bring the cash balance in Fund 235 in the positive.

November 19, 2014 - Finance Director Mitts submitted a request to draw down funds for Measure A to the County of Napa. Although reports from the County of Napa show a balance available to the City of St. Helena in Measure A Funds of \$3.5 million, this request was denied due to the City's bond debt to the County of Napa exceeding the amount of funds collected to date for Measure A. Until the amount of bond debt is reached in Measure A funds (approximately \$5.2 million) no additional monies will be released.

Due to the denial of Measure A funds, the negative cash balance in Fund 235 needed to be addressed from an accounting perspective in order to complete the annual audit. In order to clear the cash deficit in Fund 235 a \$1.6 million journal entry was made from the general fund increasing the cash balance in Fund 235 and decreasing the cash balance in the general fund.

Current Policy – Disbursement of Funds

Through its Municipal Code, Adopted Annual Budget, and by Resolution the City of St. Helena has policies in place regarding the disbursement of funds.

MUNICIPAL CODE

The St. Helena Municipal Code states the Finance Director has the authority to disburse funds on checks which have been allowed either by the council, law, or city officers authorized to allow the same (Municipal Code 2.24.020) (Attachment 13). St. Helena Municipal Code does not specifically address City Manager duties as related to disbursement of funds; however, it states the City Manager is responsible for the supervision of the proposed annual municipal budget, and is to offer his or her recommendations as to changes in any of the items included in the proposed budget and in the budget after its final adoption and to keep the council informed (Municipal Code 2.12.060 B.9) (Attachment 14).

BUDGET DOCUMENT

The adopted budget contains pages providing an overview of the City of St. Helena (Attachment 15). For the Fiscal Year 2013-14 budget, pages 6 and 7 provides detail on the City's budget policies and procedures. The Fiscal Year 2013-14 budget document states the following regarding appropriations:

1. On a quarterly basis the Director of Finance submits a budget status report to the City Council;

2. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund. Total appropriations within a fund may only be increased with Council approval; and
3. All budget changes are recorded on a Budget Revision Form and forwarded to the Finance Department for review and processing and after proper approval, the changes are made to the Working Budget.

RESOLUTION

Each year a resolution is approved by City Council adopting the City's annual budget. Resolution No. 2013-39 Adoption of the Annual Budget for the City of St. Helena for the Fiscal Year Ending June 30, 2014 was adopted on June 11, 2013 (Attachment 16). Contained in this document are the following regarding appropriations:

1. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund;
2. The City Council has overriding authority to control the use of revenues and the appropriation of funds and therefore may modify this policy at any time;
3. The total appropriations in any fund may not be increased except by the City Council;
4. All changes in appropriations will be authorized on a "Budget Transfer" form; and
5. All increases in appropriations will be authorized by Council.

By definition an appropriation is an authorization by a legislative body (e.g. City Council) that provides legal permission to make expenditures and incur obligations for specific purposes.

Normal course of business for disbursement of funds for the City of St. Helena is limited to payment of funds which have been approved by City Council through the council approved annual budget and/or through council approved resolution. The FEMA/OES refund was not in the approved FY 2013-14 annual budget nor was a resolution brought forth to council for approval.

Recommended Policy Changes

1. Quarterly reports to City Council on the budget status, to take place during a regularly scheduled City Council meeting
2. Quarterly reports to City Council on grant status, to take place during a regularly scheduled City Council meeting. Reports should include, but is not limited to:
 - a. New grant funds being sought
 - b. New grant funds received
 - c. Upcoming grant audits
 - d. Audit results
 - e. Grant appeal status, if applicable
3. Provide monthly check warrant list to Council for all warrants highlighting checks exceeding a set dollar amount (e.g. \$100,000)

4. Executive management commits to following all process, procedures, and protocols set forth by the council, law, or city officers authorized to allow the same
5. Create a comprehensive grant administration program that will include:
 - a. A full review of the scope of work for each grant prior to request for funds to ensure ability to comply with grant requirements
 - b. Closely monitor grant funding projects to ensure adherence to the scope of work designated for each grant
 - c. For reimbursement grants, funds are requested only after all documentation has been reviewed for compliance with the scope of work and all supporting documentation is accounted for
 - d. All grant funding documentation is properly maintained for the required timeframe
 - e. Create a comprehensive system for the tracking of grant funding
 - f. Exhaust all appeals available to the City if refunds for grants are being sought
6. Approval of full-time permanent Grant Manager position (Item #19 on agenda) which would allow for the following:
 - a. Forensic research for awarded grants including the \$1.9 million FEMA/OES refund (this will include all aspects of seeking reimbursement for all or a portion of the FEMA/OES refund);
 - b. Creation of a comprehensive grant administration program for the City; and
 - c. Seeking and securing grant funding for various City projects/departments

FISCAL IMPACT

None

RECOMMENDED ACTION

None

ATTACHMENTS

Attachment 1 – June 25, 2013 letter from EMA
Attachment 2 – Other/ Prior to 2007 document
Attachment 3 – August 29, 2013 appeal to OES
Attachment 4 – Appeal line items provided to OES on August 29, 2013
Attachment 5 – Letter to OES
Attachment 6 – December 16, 2013 letter from OES
Attachment 7 – January 13, 2014 email to OES from Finance Director Scalabrini
Attachment 8 – January 15, 2014 email from OES to Finance Director Scalabrini
Attachment 9 – January 17, 2014 email to OES from Finance Director Scalabrini
Attachment 10 – January 31, 2014 letter from OES deobligating funds
Attachment 11 – Invoice 13-0888

Attachment 12 – Copy of check stub for check #87512 in the amount of \$1,701,700

Attachment 13 – Municipal Code – Director of Finance

Attachment 14 – Municipal Code – City Manager

Attachment 15 – City of St. Helena Overview (from FY 2013-14 budget)

Attachment 16 – Resolution No 2013-39

EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
SECRETARY



June 25, 2013

Ms. Karen Scalabrini, Finance Director
City of St. Helena
City Hall, 1480 Main Street
St. Helena, California 94574

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Saint Helena Planning Study

Dear Ms. Scalabrini:

The California Emergency Management Agency (Cal EMA) has received the enclosed notification from the Federal Emergency Management Agency (FEMA) stating that partial funding has been denied for this Hazard Mitigation Grant Program (HMGP) project.

FEMA has reviewed the closeout documentation provided by the City of St. Helena and determined the project cost category "Other/ prior to 2007" in the amount of, \$1,821,220 is not eligible for reimbursement. Without further clarification of these costs in compliance with 2 CFR Part 225, these items are denied. All items listed under the project cost category "Other/prior to 2007" must be specifically indentified and allowable under the approved planning project.

As outlined in Title 44 of the Code of Federal Regulations, the City of St. Helena has the right to appeal FEMA's decision. A written appeal must be submitted to Cal EMA within 60 days from receipt of this notification. The appeal must contain documented justification supporting your position.

If you have any questions, please contact me at (916) 845-8150.

Sincerely,

KIRBY EVERHART
State Hazard Mitigation Officer

Enclosure

3650 SCHRIEVER AVENUE • MATHER, CA 95655
HAZARD MITIGATION GRANTS BRANCH
(916) 845-8150 TELEPHONE • (916) 636-3780 FAX

St Helena List by Category Type of Unallowable (U), Questionable (Q) and Allowable (A)

INDEX	TYPE	Year	Vendor	Amount	Comments
5	U	06-07	Blanche Doty		\$11,000 relocation assistance; \$190 maid services to move stuff; \$33.01 phone
6	U	07-08	Bob & Helen Bertolani	11,223.01	reconnect
				827.42	07 Relocat on assistance
44	U	06-07	Diana Lavagnino		Relocation assistance - \$6,069 rent differential, \$1,130 buyers settlement, \$430
47	U	06-07	Earl Farnsworth Express	7,787.01	storage, \$158.01 phone reconnect
48	U	06-07	Edward & Joan Miller	3,048.27	Relocation assistance, movers
49	U	06-07	Elaine Kent & Kathy Kent-Chick	10,319.64	Relocation assistance, storage, rent, moving, etc., \$4,328; 5,991.64
				225.00	Relocation Assistance, \$225 storage exp
70	U	06-07	Hermanus & Joyce Brok	5,186.00	Relocation assistance, \$3746 moving/rent; \$150 escrow fees \$1,290 incidentals exp
72	U	06-07	Holmes Van & Storage, Inc.	7,107.53	Relocation assistance, moving/storage fees: Bertolani, \$437.50, \$932.30;
81	U	06-07	Joan Young	19,101.01	Ott/Dougherty, \$5737.73
					Relocation assistance, Young
106	U	06-07	Mee Moving & Storage	8,665.87	Relocation assistance, moving/storage for: Lavagnino, \$4330; Doty, \$3,585.87,
107	U	07-08	Mee Moving & Storage	925.00	07 Relocation Assistance
111	U	06-07	Mildred Wilson & Tyler Pirro	175.00	Doc prep fee, escrow - relocation assistance
					Property taxes, Val Vineyard Mobile Hm Pk (VVMHP), \$180.96; Edward M ler
119	U	06-07	Napa County Tax Collector	1,105.56	relocation, \$925
137	U	06-07	Ott & Dougherty	6,999.00	Relocation assistance
146	U	06-07	PG&E	1,087.98	PG&E fees related to relocation assistance
187	U	06-07	St. Helena Self Storage	4,410.00	Relocation storage, Miller Lavagnino
202	U	06-07	Stow-It	925.00	Relocation, storage for Kent
211	U	06-07	Tom Dougherty	290.00	Relocation assistance - hauling & cleanup
167	U	07-08	Richard & Patsy McDonnell	4,771.20	07 relocation assistance
50	Q	07-08	Elaine Kent & Kathy Kent-Chick	1,035.00	07 relocation assistance & storage; 08 relocation assistance
51	Q	08-09	Elaine Kent & Kathy Kent-Chick	11,039.70	07 relocation assistance & storage; 08 relocation assistance
73	Q	07-08	Holmes Van & Storage, Inc.	1,019.00	07 Storage expense
3	Q	03-04	Auberge- meeting	34.02	03 cant find doc
4	Q	02-03	Bioengineering	1,000.00	02 Cant find doc
19	Q	03-04	Cingular	29.08	03 cant find doc
21	Q	02-03	COA02	94,468.96	02 Cant find doc
30	Q	03-04	County of Napa	856.00	03 no supporting documentation
35	Q	08-09	David Nugent	20,444.30	Cant find document?
42	Q	08-09	Diablo Valley Reporting	14,769.13	08 No supporting documentation.
46	Q	04-05	DLT01	4,021.62	Undefined expenditure; Measure A?
55	Q	03-04	Fed Ex	264.82	03 amt not supported only \$226.62 in invoices
61	Q	05-06	First America Title - Mailers	1,170.84	No Documentation
64	Q	03-04	Greystone -Meeting EIR	669.79	03 no supporting documents
65	Q	07-08	Harold Smith	1,128.26	07 no supporting documents
75	Q	07-08	HOR.	1,742.56	07 no supporting documents
					Conference Services, no info to support purpose of meetings, on y b lings. Aug 06 -
76	Q	06-07	Intercall	781.36	Apr 07
85	Q	02-03	Kellers Market	90.17	02 & 03 Grocery - amount charged to grant is not supported
86	Q	03-04	Kellers Market	802.47	02 & 03 Grocery - amount charged to grant is not supported
89	Q	06-07	Kincos	646.45	no backup
90	Q	03-04	Kinco's	1,983.95	03 amt not supported only \$1,007.83 in invoices
92	Q	07-08	Kingsborough Atlas Tree	18,300.00	07 no supporting documents
100	Q	03-04	League of CA C Sac	785.00	03 No supporting docs
103	Q	03-04	Market St. Helena	434.99	03 No supporting docs
105	Q	03-04	Martini House- meet ng	697.31	03 No supporting doc
112	Q	08-09	Mildred Wilson & Tyler Pirro	38,892.90	No support documentation
113	Q	04-05	Napa County Flood Control	40,459.20	Invoice Not Found
114	Q	05-06	Napa County Flood Control	37,556.67	Invoice Not Found
128	Q	08-09	Northfork Native Pl nts	8,300.00	No support documentation
129	Q	08-09	Office Depot	807.21	\$434.99 no support documentation
130	Q	04-05	OLD02	1,140.00	Undefined expenditure; Measure A?
148	Q	08-09	PG&E	13.75	No support documentat on
149	Q	03-04	Pinot Blanc - meetin	84.40	03 No supporting docs
150	Q	08-09	Pinot Blanc - meetin	13.75	No support documentation
151	Q	04-05	PLA07	909.00	Undefined expenditure; Measure A?

Attachment A
Attachment 2

159	Q	03-04	Postage	1,916.96 03 amt not supported only \$1,755.88 in invoices
162	Q	03-04	PRO25	1,142.21 03 no supporting docs (note same amt two fy's)
166	Q	07-08	Rental Solutions	2,112.12 07 rental of a chipper for one week.
170	Q	04-05	SAF10	6,625.00 Invoice Not Found
171	Q	03-04	Safeway	13.29 03 No supporting documents
177	Q	04-05	SPR04	9,058.80 Invoice Not Found
184	Q	03-04	St. Helena Mail Center	306.90 03 No supporting documents
200	Q	08-09	Steve's Hardware	8,555.12 No support documentation
201	Q	04-05	STM60	113.14 Invoice Not Found
208	Q	05-06	Taylor Bailey, Inc.	13,910.13
209	Q	03-04	The Rex -Meeting	50.21 03 no supporting documents
213	Q	03-04	Travigne - meeting	711.57 03 no supporting documents
218	Q	07-08	United Rentals	25,974.63 07 no supporting documents
223	Q	03-04	Wine Country Helicopter - photos	840.00 03 no supporting documents
224	Q	03-04	Wine Spectator	77.00 03 no supporting document
178	Q	03-04	Sprint Conferencing Svc	6,113.77 03 amt not supported \$5,590.73 in Invoices
				Permit app fees, \$6,800 & \$750 . 4 projects: bank stabilization, shoreline restoration & terrace construction, storm water management/ditch fill and
12	Q	06-07	Cal Dept of Fish and Game	7,550.00 relocation, and vegetation mgmt
22	Q	02-03	Coombs & Dunlap	8,234.24
23	Q	03-04	Coombs & Dunlap	42,950.49 03 legal fees total amt not supported;
24	Q	04-05	Coombs & Dunlap	24,838.16
25	Q	05-06	Coombs & Dunlap	22,956.68 City Attorney - General Representation '
26	Q	06-07	Coombs & Dunlap	36,993.00 City Atty legal fees (see Coombs tab)
27	Q	07-08	Coombs & Dunlap	39,944.25
28	Q	08-09	Coombs & Dunlap	44,119.85
67	Q	03-04	Heather Stanton Napa County	8,783.25 03 amt not supported \$5,437.25 in Invoices;
				Flood Proj mgr, Reso 2006-100, Aug 06 - May 07. Some relocation exp, most may
68	Q	06-07	Heather Stanton Napa County	21,600.00 be allowable. Need to see contract
69	Q	07-08	Heather Stanton Napa County	6,770.00 07 project manager
				Heather Stanton Flood Project Mgr, Jan-May 06, \$26,379.34; Jun 06, \$8,233.16; Jul
				06, \$3,045.90; Dist Adm costs for Stormwater mgmt prog, \$591.26 - Need cc of
				contract 238 (FC), FY 03-04, 04-05, 05-06, Reso 2004-51 (a few relocation activities
				logged - cannot identify other specific activities, e.g., subject conf calls, team mtgs,
115	Q	06-07	Napa County Flood Contro	38,249.66 etc.)
124	Q	06-07	Napa Valley Publishing	553.16 Legal ads public notices, Measure A (no idea of content)
126	Q	06-07	Nat'l Resources Mgmt Corp	1,090.10 Prof Serv for fisheries declaration for LRC lawsuit
139	Q	06-07	Patrick Idert & Assoc.	10,262.50 Appraisal fees, Hunter Property, Adams Rd, St. Helena
				Repairs to San Ardo Vineyard Valley, replace sod, sidewalk (Urgent repairs of
				concrete and landscaping damage caused by intrusive geotechnical investigations
214	Q	06-07	Tuitahi Landscape	5,100.00 on San Ardo Court and putting green at Vineyard Valley)
2	Q	03-04	ASP Messenger Service	131.00 03 messenger service
10	Q	04-05	Buena Tierra	8,922.88 Vineyard Management: Contract of \$35,000
11	Q	05-06	Buena Tierra	23,653.94 Vineyard Management: Contract of \$35,000
				Prof Serv for custom native plant propagule collection svcs in advance of
11	Q	06-07	Cal Native Plant Society	3,000.00 construction
				07 seed/ propagule of plants; '08 Contract for custom native plant propagule
14	Q	07-08	Cal Native Plant Society	6,180.00 collections and propagation services
				07 seed/ propagule of plants; '08 Contract for custom native plant propagule
15	Q	08-09	Cal Native Plant Society	16,720.00 collections and propagation services
29	Q	08-09	Cornflower Farms	64,319.05 08 native plants purchase
34	Q	03-04	David Briggs	572.00 03 consulting program and grant services
36	Q	08-09	de Faymorgan	1,253.36 08 Flood Project Manager services in prep for award of construction bid
37	Q	08-09	Dell	2,343.00 08 Laptop and desktop for Flood project mgr
39	Q	07-08	Delta	74,895.51 07 Vin Valley MH Demo piece charged to grant.
45	Q	07-08	Diane Barr	360.00 07 Job Recruiter
				Misc Fed Ex: B. Bunker, DAP Tech Corp, Harold Smith & Sons, Marin Bldrs Assoc,
				Bob Covey, Solano-Napa Bldrs Exch, Constructin Bidboardm McGraw-Hill
				Construction Dodge, Contra Costa Bldrs Exch, Marin Bldrs Exch, North Coast Bldrs
58	Q	06-07	Fed Ex	192.72 Exch NOAA Dept of Commerce, City of St. Helena (return shipment)
63	Q	07-08	Gerry Gross	500.32 07 reimb for Fence
79	Q	08-09	JAMS	53,746.24 08 retainer fee, case mgmt fee, hearing time, reading research
82	Q	07-08	Jon Lander	6,880.00 07 Tech Manager for project; 08 Tech Manager for project
83	Q	08-09	Jon Lander	19,600.00 07 Tech Manager for project; 08 Tech Manager for project
93	Q	04-05	Knickerbockers	566.94 Box Lunches flood project
94	Q	05-06	Knickerbockers	190.00 Box Lunches flood project
95	Q	07-08	Knickerbockers	80.81 07 box lunches for meeting; 08 box lunches for meeting

96	Q	08-09	Knickerbockers	381.44 07 box lunches for meeting; 08 box lunches for meeting
97	Q	07-08	Kristin Lowell	19,090.00 07 Flood project engineering
98	Q	06-07	Layne Christensen Co.	Evaluation of city-owned Miller Vineyard Irrigation Well used to irrigate vegetation to be planted for flood project.
99	Q	07-08	Layne Christensen Co.	2,364.54 07 repair well
101	Q	06-07	M. Brocco & Son	1,384.38 Dust Off delivered & applied, 3 sites (Spring Mtn, Miller Vineyard & ?)
102	Q	07-08	M. Brocco & Son	365.49 07 portion of dust control
108	Q	03-04	Michael Landis Aerial photography	983.50 03' Aerial Photo of Flood Control Project
109	Q	05-06	Milano Family Winery	14,100.00 Contract: Custom grape crush
110	Q	06-07	Milano Family Winery	7,422.55 Custom Wine Work (winemaking & storage)
116	Q	07-08	Napa County Flood Control	432.90 07 Flood Control IPA
117	Q	07-08	Napa County ITS	1,250.00 07 Aerial Photography
120	Q	05-06	Napa County Treasurer	29,454.31 Billing for Napa fund (Measure A)?
121	Q	03-04	Napa Title- Prelim work	1,500.00 03 Title research on 3 locations
123	Q	03-04	Napa Valley Publishing	12,586.02 03 advertising of public hearing why entire cost to this project?
127	Q	07-08	Nelson	72,088.49 07 relocate buried gas and electric lines.
134	Q	07-08	OneRain	1,618.75 07 software annual tech support fees
136	Q	07-08	Orrick	24,196.70 07 Legal Fees for Special Counsel
140	Q	07-08	Patrick Idriart & Assoc.	14,000.00 07 appraisal of Hunter property and research
141	Q	02-03	Petty Cash - Flood Meeting	15.00 02 Pastries for meeting; 07 petty cash
143	Q	05-06	Petty Cash - Flood Meeting	14.39 \$7.50 denied Lobbying Activities
144	Q	07-08	Petty Cash - Flood Meeting	17.48 02 Pastries for meeting; 07 petty cash
147	Q	07-08	PG&E	89.25 07 utility cost
152	Q	02-03	Platinum Plus	909.00 02 3 Plane tickets to DC
153	Q	03-04	Platinum Plus	3,646.16 02 3 Plane tickets to DC
154	Q	04-05	Platinum Plus	9,937.08 Lobbying - WRDA Legislation (Wtr Rsrc Devel)
155	Q	05-06	Platinum Plus	4,164.68 Lobbying - WRDA Legislation (Wtr Rsrc Devel)
156	Q	06-07	Platinum Plus	Misc exp for City; staff/mtg food, small tools, off supplies, frames for certs, water heater silv museum, desk, network switch, DC lobbying trips exp, fire hall door,
157	Q	07-08	Platinum Plus	4,195.43 printers, POST conf trvl exp
158	Q	08-09	Platinum Plus	1,954.08 02 3 Plane tickets to DC
160	Q	06-07	Precision Crane	2,207.71 \$2,107.71 undocumented meals; no support documentation
163	Q	04-05	PRO25	3,418.50 Remove tree across creek
165	Q	06-07	Regusdi Vineyard	1,142.21 Undefined expenditure; Measure A?
169	Q	07-08	Russell Kinsey	Vineyard mgr, caterpillar backhoe, land prep/burn, dump transfer, dumpsters,
173	Q	02-03	Saf-R-Dig- SURVEY	11,814.04 trackmaster w/loader, working foreman, toilet Ford F450, cleanup, general labor
174	Q	06-07	SF Chronical	190.00 07 Home Inspector
181	Q	06-07	Spr nt Conferencing Svc	6,625.00 02 Utility Potholing
186	Q	06-07	St. Helena Mall Center	792.50 Advertising to bid flood project construction
193	Q	06-07	State Water Resources	746.08 Conf calls, May - Sep 06. Some noted as Measure A - cannot tell purpose.
195	Q	06-07	Stevenson Supply	129.11 2 shipments to Automatic Fritters, Carmen Group - cannot identify allowability
196	Q	07-08	Stevenson Supply	Annual fee for waste discharge requirements, \$2,963; fee for storm water permit,
199	Q	06-07	Steve's Hardware	4,053.00 \$1,090
203	Q	03-04	Sunshine Food	2,155.00 Poly sandbags for storm stock
206	Q	03-04	Tamera Haas- Consultant Finance	5,411.75 07 Tractor rentals
210	Q	08-09	Thomas Kerr	9.23 Sodium Hypo sys proj tools
212	Q	07-08	Tom McKelthan	107.47 03 waterwise, youth sports and Measure A
217	Q	06-07	United Rentals	6,338.80 03 Dinner, Lunch, prep of project, travel to DC expenses
222	Q	06-07	Williams USA	7,330.07 08 Mobile home expert consultant
1	A	04-05	ASAO	455.00 07 Density testing and backfill
7	A	08-09	BPXpress	Rental of dozer for 1 week, \$2,011.58 (end of Adams & Library Lane); excavator
8	A	08-09	Branum Tree	7,083.96 rental, \$2,573.87, road plates & trench box rental, \$2,498.51
9	A	05-06	Britton Tree	1,542.09 portable radio, install remote controller for base station
16	A	08-09	Carneghi-Blum	131.00 Undefined expenditure; Measure A?
17	A	05-06	CASQA	26.83 08 F-11 Bond Futon Land Flood project
18	A	05-06	Central Precast	2,075.00 08 Prune Redwood Trees flooding project
20	A	04-05	Cem Car Hall	2,125.00 Tree removal fallen by flood
31	A	08-09	Culinary institute	59,337.71 08 appraisal vvmhp, expert witness
32	A	04-05	CUR08	250.00 Membership renewal: Stormwater Mgmt
33	A	03-04	Das Curb Markers Mailers/door handles	445.08 Storm Drain
38	A	06-07	Delta	100.00 Undefined expenditure; Measure A?
40	A	05-06	Dept. of Fish and Game	100.00 08 van rental
				990.01 Undefined expenditure; Measure A?
				1,999.51 03 storm drain curb markers and info material
				108,000.00 In 07-08 binder - demolition of VVMHP
				6,529.50 \$129 - Qrtly Streambed Maintenance

Attachment 2

41 A	06-07	Dept. of Fish and Game	7,550.00 Duplicate Entry (see CA Dept of Fish & Game)
43 A	04-05	Diad Inc	20,169.84 Remove trailers VVMHP
52 A	05-06	Employment Development	51.00 Force Account Labor UI taxes
53 A	04-05	Entomological Consulting	10,000.00 Flood control project - EIS
54 A	04-05	Environmental Data	684.00 Flood control project - EIS
56 A	04-05	Fed Ex	72.62 Flood Control correspondence
57 A	05-06	Fed Ex	117.79 Flood Control Control correspondence
59 A	07-08	Fed Ex	27.97 03 amt not supported only \$226.62 invoices
60 A	03-04	First America Title - Mailers	3,500.00 03 Mailing list for 300 radius of sulphur crk and napa flood project
62 A	08-09	Fischer Computers	2,260.00 08 Computer setup and trailer internet and wireless service
66 A	05-06	Harold Smith & Sons	3,826.37 Contractor: Duck Pond Clean-Up
71 A	04-05	Hertz Equipment Rentals	839.93 Trailer rental to move ?
74 A	04-05	HOR.	5,817.00 07 no supporting documents
77 A	08-09	Intercall	2,035.81 08 measure A conf call
78 A	05-06	JAMS	616.67 Public Outreach - VV Flood Prjct
80 A	05-06	Jerry Haag	1,995.00 Planning VVMHP (Mobile Home Park)
84 A	04-05	Jonathan Goldman	61.42 Undefined expenditure; Measure A?
87 A	04-05	Kellers Market	78.51 Food for meeting
88 A	03-04	Klncos	614.95 03 4 copies of DEIR for State Off & Consultants Measure A
91 A	04-05	Klncos's	2,037.57 Printed material flood project/Measure A
104 A	04-05	Martin Olford P.E.	2,640.00 Flood project engineering
118 A	05-06	Napa County Tax Collector	186.70 Taxes for VV land
122 A	04-05	Napa Title- Prelim work	1,250.00 Property purchase
125 A	08-09	Napa Valley Publishing	398.52 Public Notice of DWR Public Hearing
131 A	04-05	OneRain	1,618.75 Stormwatch software maintenance fees
132 A	05-06	OneRain	1,618.75 Stormwatch software maintenance fees
			Base statn alert receiver for fire house, \$994.50; annual stormwatch software tech
133 A	06-07	OneRain	2,613.25 support, \$1,618.75
135 A	08-09	OneRain	3,387.50 Stormwatch software annual support fees
138 A	05-06	Pacific Tree	2,660.00 Dead tree removal Flood Cntrl Prjct
142 A	04-05	Petty Cash - Flood Meeting	95.64 Flood project
145 A	08-09	Petty Cash - Flood Meeting	71.42 \$46.72 Food Items; \$9.00 no support documentation
161 A	08-09	Printing Services Napa Valley	63.68 No support documentation
164 A	05-06	REB Engineering	255.00 Surveying
168 A	03-04	Royal Graphics	2,945.03
172 A	04-05	Safeway	52.44 Food for meeting
175 A	08-09	Shooter & Butts	6,200.70 Hydroseed, VVMHP
176 A	04-05	Sonoma Rentals - A System	287.50 Flood control public meeting
179 A	04-05	Sprint Conferencing Svc	497.02 Inadequate documentation / Measure A?
180 A	05-06	Sprint Conferencing Svc	1,948.73 Documented: \$313.31, \$297.06, \$43.38, \$135.42
182 A	08-09	St. Helena Hospital	162.00 Pre-employment screening Eusbaldo Solario
183 A	02-03	St. Helena Mail Center	126.64 02 Color Copies,
185 A	04-05	St. Helena Mail Center	401.22 Flyers, Brochures
188 A	08-09	St. Helena Unified School - vintage Hall	4,375.00 VVMHP Flood Proj. Public Hearing
189 A	05-06	Staples	135.51 \$30.02, \$40.34x2
190 A	07-08	Staples	59.50 07 Binder slanting for meas A
191 A	08-09	Staples	143.30 Measure A Flood Proj.
192 A	05-06	State Water Resources	3,063.00 \$500 Wtr Cnty Cert. : \$2,563 Annual Wst Dschg
194 A	08-09	State Water Resources	149,172.06 No support documentation
197 A	08-09	Stevenson Supply	60.90 Hard Hats
198 A	05-06	Steve's Hardware	39.30 Duck Pond Supplies
204 A	05-06	Sunshine Foods	97.58 Food Purchase / Non-grant related
205 A	05-06	Syar Industries	439.32 Mitchel Storm Drain
207 A	04-05	Tamera Haas- Consultant Finance	3,376.30 Flood control VVMHP
215 A	06-07	Underground Services Alert	169.50 Annual membership to USA Service Alerts
216 A	05-06	United Rentals	260.84 Mitchel Storm Drain
219 A	08-09	UPS	90.31 No support documentation
220 A	08-09	US Bank	1,462.58 No support documentation
221 A	08-09	Verizon	1,456.37 Cell phone usage by force account labor/consultants
225 A	08-09	Xerox	2,427.35 Allocated copier lease/maintenance

1,821,296.62

1,821,219.62

Master list did not add up correctly thus \$77.00 was not accounted for. (Wine
77.00 Expector)

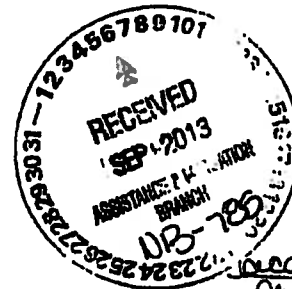


*The City of St. Helena will conduct city affairs
on behalf of our citizens using an open and creative process.*

August 29, 2013

California Office of Emergency Services
Attn: Ricardo Castillo
3650 Schriever Ave.
Mather CA 95655

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project



Dear Ricardo:

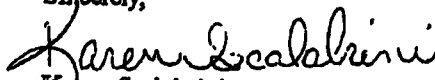
The City of St. Helena received your letter dated June 25, 2013 stating that partial funding had been denied for this Hazard Mitigation Grant. Specifically the project cost category labeled "Other/ prior to 2007" in the amount of \$1,821,220. The City respectfully appeals this decision and provides additional information on other costs for the project totaling \$938,635.81. The City used all Hazardous Mitigation funds from FEMA-DR-1203-CA to plan, design and engineer the St. Helena Comprehensive flood project as outlined in our requests. The following is a breakdown of "other costs" by Category:

Category	Amount
Permits/EIR	\$104,650.57
Plan Development	\$408,831.34
Planning Communications	\$22,805.87
Preliminary Engineering	\$29,120.00
Project Management	\$196,913.30
Public Outreach	\$54,234.32
Supplies	\$122,080.41
Total	\$938,635.81

(HM) PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A (C) G H
M P S
Doc Date: 8/29/13

While the project had many delays, the grant enabled the city to complete the planning and design phase of the project.

Sincerely,


Karen Scalabrini
Finance Director

DR1203-1012 City of St. Helena
1ST LEVEL APPEAL LINE ITEMS

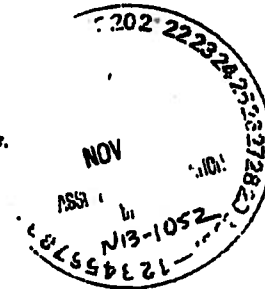
TYPE	Year	Vendor	Amount	Category
Q	03-05	IAAMS	58,748.34	PERMITS
Q	06-07	Cal Dept of Fish and Game	7,350.00	PERMITS
A	06-06	Cal Dept of Fish and Game	6,320.50	PERMITS
A	06-07	Cal Dept of Fish and Game	7,350.00	PERMITS
Q	03-04	David Briggs	572.00	PERMITS
A	04-05	Entomological Consulting	10,000.00	PERMITS
A	04-05	Environmental Data	694.00	PERMITS
A	05-06	State Water Resources	3,083.00	PERMITS
A	05-06	Napa County Tax Collector	166.70	PERMITS
Q	05-06	Sierra Valley Reporting	14,769.15	PERMITS
Q	07-08	Kingsborough Atlas Tree	104,678.57	PERMITS Total
Q	06-06	Melred Wilson & Tyler Piro	18,500.00	PLANNED DEVELOPMENT
A	06-06	State Water Resources	38,872.89	PLANNED DEVELOPMENT
Q	06-04	Napa Title- Problem work	149,172.88	PLANNED DEVELOPMENT
A	04-05	Napa Title- Problem work	1,308.00	PLANNED DEVELOPMENT
Q	07-08	Napa County ITS	1,230.00	PLANNED DEVELOPMENT
Q	07-08	Kristin Lawler	1,230.00	PLANNED DEVELOPMENT
Q	07-08	Elaine Kari & Kathy Kent-Chick	18,000.00	PLANNED DEVELOPMENT
Q	08-09	Elaine Kari & Kathy Kent-Chick	1,031.00	PLANNED DEVELOPMENT
Q	07-08	Holmes Van & Storage Inc.	11,035.70	PLANNED DEVELOPMENT
A	08-09	Carmichael-Glenn	1,018.00	PLANNED DEVELOPMENT
Q	03-04	County of Napa	50,197.71	PLANNED DEVELOPMENT
Q	07-08	Napa County Flood Control	854.00	PLANNED DEVELOPMENT
Q	06-06	Napa County Treasurer	492.50	PLANNED DEVELOPMENT
Q	07-08	Orlich	28,454.31	PLANNED DEVELOPMENT
Q	07-08	Patrick Mori & Assoc.	24,196.70	PLANNED DEVELOPMENT
A	05-06	REB Engineering	14,000.00	PLANNED DEVELOPMENT
Q	06-08	Thomas Kerr	255.00	PLANNED DEVELOPMENT
Q	03-04	ASP Messenger Service	7,386.07	PLANNED DEVELOPMENT
A	06-08	BPA/Kerr	131.00	PLANNED DEVELOPMENT
A	05-06	Pacific Tree	29.88	PLANNED DEVELOPMENT
A	05-06	CARSA	2,660.00	PLANNED DEVELOPMENT
A	06-07	Underground Services Alert	250.00	PLANNED DEVELOPMENT
Q	06-07	Patrick Mori & Assoc.	168.50	PLANNED DEVELOPMENT
Q	04-05	Oldford	18,282.56	PLANNED DEVELOPMENT
Q	05-07	Cal Native Plant Society	1,140.00	PLANNED DEVELOPMENT
A	05-06	Jerry Hong	3,000.00	PLANNED DEVELOPMENT
Q	06-07	Layne Christensen Co.	1,985.00	PLANNED DEVELOPMENT
Q	03-04	Michael Lando Aerial photography	8,621.68	PLANNED DEVELOPMENT
Q	03-04	Shaw/Engineering	983.50	PLANNED DEVELOPMENT
Q	07-08	Russell Kinsey	1,000.00	PLANNED DEVELOPMENT
Q	03-04	Fed Ex	190.00	PLANNED DEVELOPMENT
Q	06-07	Fed Ex	400,631.34	PLANNED DEVELOPMENT Total
A	04-05	Fed Ex	284.83	PLANNING COMMUNICATIONS
A	05-06	Fed Ex	182.72	PLANNING COMMUNICATIONS
A	07-08	Fed Ex	72.63	PLANNING COMMUNICATIONS
Q	05-07	Interact	117.79	PLANNING COMMUNICATIONS
A	06-08	Interact	87.97	PLANNING COMMUNICATIONS
Q	03-04	Postage	783.88	PLANNING COMMUNICATIONS
Q	06-07	SF Chronicle	2,093.61	PLANNING COMMUNICATIONS
Q	03-04	Sprint Conferencing Svc	1,918.99	PLANNING COMMUNICATIONS
A	04-05	Sprint Conferencing Svc	782.56	PLANNING COMMUNICATIONS
A	05-06	Sprint Conferencing Svc	6,119.77	PLANNING COMMUNICATIONS
Q	06-07	Sprint Conferencing Svc	487.02	PLANNING COMMUNICATIONS
A	03-04	Verizon	1,946.73	PLANNING COMMUNICATIONS
Q	03-04	Cingular	748.08	PLANNING COMMUNICATIONS
Q	03-04	Kellers Market	1,456.97	PLANNING COMMUNICATIONS
Q	03-04	Kellers Market	29.08	PLANNING COMMUNICATIONS
A	04-05	Kellers Market	80.17	PLANNING COMMUNICATIONS
Q	04-05	Knickerbockers	802.47	PLANNING COMMUNICATIONS
Q	05-06	Knickerbockers	78.51	PLANNING COMMUNICATIONS
Q	07-08	Knickerbockers	565.94	PLANNING COMMUNICATIONS
Q	08-09	Knickerbockers	190.00	PLANNING COMMUNICATIONS
Q	03-04	Knickerbockers	80.61	PLANNING COMMUNICATIONS
Q	03-04	Marshall St. Helena	281.44	PLANNING COMMUNICATIONS
Q	03-04	Marshall House- meeting	434.38	PLANNING COMMUNICATIONS
Q	03-04	Petty Cash - Flood Meeting	687.31	PLANNING COMMUNICATIONS
Q	07-08	Petty Cash - Flood Meeting	15.00	PLANNING COMMUNICATIONS
A	04-05	Petty Cash - Flood Meeting	17.18	PLANNING COMMUNICATIONS
A	05-06	Petty Cash - Flood Meeting	95.64	PLANNING COMMUNICATIONS
Q	03-04	Pinet Blane - meeting	72.42	PLANNING COMMUNICATIONS
Q	06-08	Pinet Blane - meeting	84.60	PLANNING COMMUNICATIONS
Q	04-05	Platinum plus	13.75	PLANNING COMMUNICATIONS
Q	03-04	Safeway	909.80	PLANNING COMMUNICATIONS
A	04-05	Safeway	13.28	PLANNING COMMUNICATIONS
Q	03-04	Sunshine Foods	52.44	PLANNING COMMUNICATIONS
A	06-06	Sunshine Foods	107.47	PLANNING COMMUNICATIONS
Q	03-04	St. Helena Med Center	97.58	PLANNING COMMUNICATIONS
A	06-06	UPS	106.00	PLANNING COMMUNICATIONS
A	03-04	Winco	90.31	PLANNING COMMUNICATIONS
A	04-05	Marilyn Olford P.E.	614.85	PLANNING COMMUNICATIONS
Q	07-08	Jon Lander	22,805.87	PLANNING COMMUNICATIONS Total
Q	06-09	Jon Lander	2,640.00	PRELIMINARY ENGINEERING
Q	03-04	Heather Stanton Napa County	6,840.00	PRELIMINARY ENGINEERING
Q	06-07	Heather Stanton Napa County	19,500.00	PRELIMINARY ENGINEERING
Q	07-08	Heather Stanton Napa County	19,120.56	PRELIMINARY ENGINEERING Total
Q	03-04	Heather Stanton Napa County	4,788.35	PROJECT MANAGER
Q	06-07	Heather Stanton Napa County	21,600.00	PROJECT MANAGER
Q	07-08	Heather Stanton Napa County	4,770.00	PROJECT MANAGER



Q	07-08	Diane Barr	260.00 PROJECT MANAGER
Q	08-09	de Feynbergen	1,183.86 PROJECT MANAGER
Q	04-06	Napa County Flood Control	40,458.20 PROJECT MANAGER
Q	05-06	Napa County Flood Control	37,556.67 PROJECT MANAGER
Q	06-07	Napa County Flood Control	58,249.66 PROJECT MANAGER
Q	03-04	Tamara Moss- Consultant Finance	6,536.80 PROJECT MANAGER
A	04-05	Tamara Moss- Consultant Finance	3,576.39 PROJECT MANAGER
A	06-08	Flacher Computers	2,268.00 PROJECT MANAGER
A	04-05	Hera Equipment Rentals	839.83 PROJECT MANAGER
Q	07-08	United Rentals	28,912.18 PROJECT MANAGER
A	05-06	Employment Development	51.00 PROJECT MANAGER
Q	06-09	PG&E	15.75 PROJECT MANAGER
Q	07-08	PG&E	65.25 PROJECT MANAGER
			196,918.30 PROJECT MANAGER Total
A	03-06	First America Title - Mailers	3,500.00 PUBLIC OUTREACH
Q	06-07	Napa Valley Publishing	588.16 PUBLIC OUTREACH
Q	03-04	Napa Valley Publishing	12,548.02 PUBLIC OUTREACH
A	06-08	Napa Valley Publishing	188.82 PUBLIC OUTREACH
A	03-04	Dan Curb Markers- Mailers/door hangers	1,899.51 PUBLIC OUTREACH
Q	06-08	David Nugent	20,444.50 PUBLIC OUTREACH
Q	05-06	First America Title - Mailers	1,170.84 PUBLIC OUTREACH
A	05-05	JAMS	616.67 PUBLIC OUTREACH
Q	16-07	Kineco	846.43 PUBLIC OUTREACH
A	04-05	Kineco's	2,057.37 PUBLIC OUTREACH
A	08-09	Printing Services Napa Valley	63.88 PUBLIC OUTREACH
Q	03-04	PROCS	1,142.31 PUBLIC OUTREACH
A	03-04	Royal Graphics	2,945.03 PUBLIC OUTREACH
A	04-05	Sonoma Rentals- PA System	287.50 PUBLIC OUTREACH
A	02-03	St. Helena Mail Center	116.64 PUBLIC OUTREACH
A	04-05	St. Helena Mail Center	483.22 PUBLIC OUTREACH
Q	03-04	Wine Country Helicopter - photos	940.00 PUBLIC OUTREACH
A	06-08	Cutlery Institute	108.00 PUBLIC OUTREACH
A	06-08	St. Helena Unified School - vintage Mail	4,375.80 PUBLIC OUTREACH
			54,394.53 PUBLIC OUTREACH Total
Q	03-04	Kineco's	1,057.88 SUPPLIES
Q	06-07	Williams USA	1,542.00 SUPPLIES
Q	03-09	Deft	2,945.00 SUPPLIES
A	06-08	Xerox	2,417.39 SUPPLIES
Q	03-08	Northfork Native Plants	8,000.00 SUPPLIES
A	06-08	Shooter & Bullets	8,200.70 SUPPLIES
Q	06-08	Oliver Depot	789.82 SUPPLIES
Q	07-08	OneRain	1,618.75 SUPPLIES
A	04-05	OneRain	1,618.75 SUPPLIES
A	05-06	OneRain	1,618.75 SUPPLIES
A	06-07	OneRain	2,618.25 SUPPLIES
A	08-09	OneRain	1,587.50 SUPPLIES
Q	07-08	Cal Native Plant Society	6,180.00 SUPPLIES
Q	08-09	Cal Native Plant Society	16,720.00 SUPPLIES
A	05-06	Central Procast	445.08 SUPPLIES
Q	06-09	Comflower Farms	64,318.05 SUPPLIES
A	04-05	Jonathan Goldmann	61.42 SUPPLIES
A	05-06	Staphas	138.51 SUPPLIES
A	07-08	Staphas	59.50 SUPPLIES
A	09-09	Staphas	148.50 SUPPLIES
A	08-08	Stevensen Supply	64.90 SUPPLIES
Q	06-07	Stevens' Hardware	9.33 SUPPLIES
A	05-06	Stevens' Hardware	39.90 SUPPLIES
A	03-06	Syr' Industries	459.32 SUPPLIES
			172,090.41 SUPPLIES Total
			938,833.81 Grand Total



*The City of St. Helena will conduct city affairs
on behalf of our citizens using an open and creative process.*



Ricardo Castillo
3650 Schriever Ave.
Mather CA 95655

Subject: FEMA-DR-1203-CA, Cal EMA #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project

Dear Ricardo:

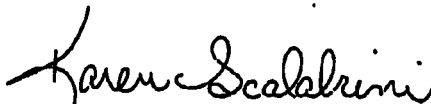
The City of St. Helena used all Hazardous Mitigation funds from FEMA-DR-1203-CA to plan, design and engineer the St. Helena Comprehensive flood project as outlined in our requests.

On October 5, 2013 you requested I send you a summary of the process used to determine the eligibility of items associated with our appeal letter dated August 29, 2013.

In 2003 a special fund was created to account for all project costs. During our appeal review, finance staff met with the city's Public Works Director to determine which invoices were eligible and how they were related to the project. Throughout the process staff used OMB Circular A-87 to determine invoice eligibility. Staff also checked dates of invoices to make sure the work was completed within the period of performance. All invoices were then categorized into eligible budget line items.

Please let me know if you have any questions or need additional detail.

Sincerely,

A handwritten signature in cursive script that reads "Karen Scalabrini".

Karen Scalabrini
Finance Director

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 11/19/13

EDMUND G. BROWN JR.
GOVERNOR



Attachment 6

Attachment A

013-1106

MARK S. GHILARDUCCI
DIRECTOR

DEC 16 2013

Karen Scalabrini, Finance Director
City of St. Helena
1480 Main Street
St. Helena, California 94574

Subject: FEMA-DR-1203-CA, Cal OES #1012, FEMA #1010
FIPS #055-64140
City of St. Helena
Flood Protection Planning Project

Dear Ms. Scalabrini:

The California Governor's Office of Emergency Services (Cal OES) has received the enclosed letter dated December 9, 2013, from the Federal Emergency Management Agency (FEMA) denying your first level appeal for additional funding in the amount of \$938,635.81 federal share.

Although the City provided additional information, FEMA feels it is still unclear how these costs are directly related to the Flood Protection Planning Project. Therefore, the appeal was denied.

In accordance with 44 CFR 206.440, the City of St. Helena may appeal FEMA's determination. The second level appeal must be in writing and contain documented justification to support the City of St. Helena's position. The second level appeal must be received by Cal OES prior to February 8, 2014.

If you have any questions, please contact me at (916) 845-8150.

Sincerely,



KIRBY EVERHART
State Hazard Mitigation Officer

Enclosure

HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A © G H
M P S
Doc Date: 12/16/13

3650 SCHRIEVER AVENUE, MATHER, CA 95655
HAZARD MITIGATION GRANTS DIVISION
(916) 845-8150 TELEPHONE (916) 636-3780 FAX

Rick

Castillo, Ricardo@CalOES

From: Karen Scalabrini <KarenS@cityofstheleena.org>
Sent: Monday, January 13, 2014 12:51 PM
To: Castillo, Ricardo@CalOES

Hi Rick,
I'm sorry I will not be able to complete the detail you asked for before I leave. I don't think anyone in St. Helena has the detail of information FEMA is requesting.

Thanks for all your help.

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
KarenS@cityofstheleena.org
(707) 968-2751



HM PA
F ST DR: 1203
Project # 1012
OES #: 055-64140
A C G H
M P S
Doc Date: 1/13/14

Ricardo@CalOES

From: Castillo, Ricardo@CalOES
Sent: Wednesday, January 15, 2014 8:30 AM
To: 'Karen Scalabrini'
Subject: RE:

203-1012

Hi Karen,

Can you please confirm via email that the City of St. Helena is no longer appealing FEMA's decision on the denial of cost category "other prior to 2007" in the amount of \$1,821,220 total project cost. If so the City will be receiving a de-obligation in the amount of approximately \$1,901,701.00. Thank you

Ricardo Castillo
California Governor's Office of Emergency Services
Hazard Mitigation Division
Emergency Services Coordinator
916-845-8158 Fax 916-636-3780



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES



Please note my new email address: ricardo.castillo@caloes.ca.gov

From: Karen Scalabrini [<mailto:KarenS@cityofstheleena.org>]
Sent: Monday, January 13, 2014 12:51 PM
To: Castillo, Ricardo@CalOES
Subject:

Hi Rick,

I'm sorry I will not be able to complete the detail you asked for before I leave. I don't think anyone in St. Helena has the detail of information FEMA is requesting.

Thanks for all your help.

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574

008-1012
Castillo, Ricardo@CalOES

From: Karen Scalabrini <KarenS@cityofsthelena.org>
Sent: Friday, January 17, 2014 9:13 AM
To: Castillo, Ricardo@CalOES

Hi Rick,
I spoke to the City Manager and he agreed that we will need to de obligate the funds for the appeal. Thanks for all your help.

Karen

Karen Scalabrini
Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
Karens@cityofsthelena.org
(707) 968-2751



EDMUND G. BROWN JR.
GOVERNOR

MARK S. GHILARDUCCI
DIRECTOR



January 31, 2014

Karen Scalabrini
Finance Directory
St. Helena, City of
1480 Main Street
St. Helena, CA 94574

**Subject: Notification of Deobligation of Excess Funds
Hazard Mitigation Grant Program
FEMA-1203-DR-CA, Project #1012, FIPS # 055-64140, Supplement #208**

Dear Ms. Scalabrini:

The California Governor's Office of Emergency Services (Cal OES) has received notification from the Federal Emergency Management Agency (FEMA) deobligating ~~\$1,977,904.00~~ from this project, resulting in a negative account balance. The FEMA deobligation documents have been forwarded to our Debt Recovery Unit, pending resolution of the amount owed on this project. A copy of the FEMA supplement is enclosed for your records.

In accordance with Title 44 Code of Federal Regulations, Part 206.440, if your organization disagrees with FEMA's deobligated amount, you can appeal. All appeals must be in writing and contain documented justification supporting your position and received by Cal OES within 60 days from the receipt of this letter. Please submit your letter of appeal to the following address:

California Governor's Office of Emergency Services
Hazard Mitigation Branch
3650 Schriever Avenue
Mather, CA 95655

If you have any questions or need assistance, please contact the Hazard Mitigation Grants Division at (916) 845-8150.

Hazard Mitigation Grants Division

Enclosure

c: Applicant's File

3650 SCHRIEVER AVENUE • MATHER, CA 95655
HAZARD MITIGATION GRANTS
(916) 845-8150 • (916) 638-3780



STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES
3650 SCHRIEVER AVE
MATHER, CA 95655-4203

Attachment 11



Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

RECEIVED

TO: City of St. Helena
Attn: Mr. Gary Broad, City Manager
1480 Main Street, City Hall
St. Helena, CA 94574

FEB 18 2014

CITY OF ST. HELENA

INVOICE NO: 13-04888 ✓
INVOICE DATE: February 14, 2014 ✓
PO/Contract#: -HMGP DR1203

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	Federal Emergency Management Agency		
	DR1203 - El Nino 1998		
	HMGP Project 1203-1012		
	Cal OES ID# 055-64140		
	Reimbursement is requested for de-obligation related to Supplement #208 resulting in total project overpayment for the disaster		
	Payment is due upon receipt of this invoice.		
	For any questions regarding this invoice, please contact Susan Kantner at (916) 845-8125 or email susan.kantner@calema.ca.gov .		
	For any questions regarding payment, please contact Junko Roberts (916) 845-8348 or email junko.roberts@calema.ca.gov .		
	Thank You		
	<i>Kris Jan Plaza</i>		
	Kris Plaza Local Assistance Manager		
		TOTAL DUE	✓ \$1,901,700.00

Handwritten notes: OK to pay per Gary 2-25-14, 235-4000-2499

Make Check Payable to:

Governor's Office of Emergency Services

Mail to: Governor's Office of Emergency Services
ATTENTION: Accounting Branch
3650 Schriever Avenue
Mather, CA 95655-4203

ACCOUNTING USE ONLY							
Current Doc 13-04888				Cash Receipt:			
Fund: 0890	FY: 2011/12	FM: 08	Date:				
Batch Date:	Batch No.	TC: 130	Amount:				
Index: 8311	Object: 702	PCA: 82203	Source: 580200	Project No.	Subsidiary: 15900000	TC: 155	

Vendor: GOVERNOR'S OFC OF EMERGENCY SVCS
Vendor No: CAL-OES
Invoice Number: 13-04888
Date: 02/14/2014
Description: Vendor Acct No: -HMGP DR 1203
PO/CONTRACT#: -HMGP DR 1203

Check Date:
Check Amount:

02/27/2014
\$1,901,700.00
Invoice Amount:
1,901,700.00

087512

COPY

Chapter 2.24 DIRECTOR OF FINANCE/TREASURER

Sections:

- 2.24.010 Office created.**
- 2.24.020 Powers and duties.**
- 2.24.030 Quarterly statement to city manager and council.**
- 2.24.040 Withholding payment when money owed city.**

2.24.010 Office created.

The office of director of finance/treasurer is created. The director shall be appointed and supervised by the city manager as set forth in Section 2.12.060(B)(2). The director shall execute the same form of bond as required to be executed by the city clerk pursuant to California Government Code Section 36518. (Ord. 01-10 § 5 (part); prior code § 2.115)

2.24.020 Powers and duties.

The director of finance/treasurer shall:

- A. Exercise general supervision over the city's finances;
- B. Maintain records readily reflecting the financial condition of the city;
- C. Keep such accounts, receipts, and records as shall be prescribed by the city manager;
- D. Be responsible for the safekeeping of money received by the city;
- E. Prepare and publish a summary of the city's annual financial report as required by California Government Code Sections 53891, 40804 and 40805;
- F. Countersign all city warrants or checks, or to authorize signature by a deputy;
- G. Audit all demands against the city for money or damages;
- H. Certify or approve payrolls or attendance records of city officers and employees or to authorize approval by a deputy;
- I. Disburse funds of the city treasury on checks which have been allowed either by the council, law, or city officers authorized to allow the same;
- J. Issue checks on the treasury for all debts and demands against the city when the amounts are fixed by law, for interest and redemption of bonds issued by the city, upon surrender and cancellation of such bonds or interest coupons, for salaries of officers and employees of the city who are legally entitled to such salaries, and for all other demands authorized by law. Salary checks are to be drawn on the dates specified by the city and at least twice monthly;
- K. Collect all money due the city unless in any given case the duty of collection is by this code given to another officer;

- L. Be responsible for the investment of city funds in accordance with this code and applicable state statutes;
- M. Retain the records of current inventories of all property of the city by all city departments, offices and agencies, unless this duty is assigned to another officer by the city manager;
- N. Attend regular meetings of the city council, and present to the council regular and special oral and written reports requested by the council or necessary to inform the council of matters under the director's discretion. The director shall, at the direction of the city manager or the city council, attend special meetings of the city council and meetings of other bodies considering matters related to the city's finances;
- O. Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007; provided, however, that the city manager may instead assume such duties pursuant to Section 2.12.060(B), upon notice to the city council;
- P. Possess such other powers and perform such additional duties otherwise imposed upon the city clerk by California Government Code Sections 37200 through 37210, including any amendments thereto which are hereby transferred to the director of finance/treasurer. The director is authorized and required to perform all of such transferred duties;
- Q. Possess such other powers and perform such other functions as the city council or city manager may from time to time specify. (Ord. 14-14 § 2; Ord. 01-10 § 5 (part); prior code § 2.116)

2.24.030 Quarterly statement to city manager and council.

The director of finance/treasurer shall deliver to the city manager and to the council at a regularly scheduled council meeting a budget report showing the budget status at the end of the preceding quarter. (Ord. 01-10 § 5 (part); prior code § 2.117)

2.24.040 Withholding payment when money owed city.

The director of finance/treasurer shall allow no payment:

- A. Without first deducting any indebtedness due from the claimant to the city, if notice of the indebtedness has been received;
- B. In favor of any officer, employee, or individual having custody of any funds or collections for the city, who is delinquent in making the required accounting. (Ord. 01-10 § 5 (part); prior code § 2.118)

Mobile Version

Chapter 2.12 CITY MANAGER

Sections:

- 2.12.010 Purpose.**
- 2.12.020 Office created—Qualifications.**
- 2.12.030 Eligibility of councilmembers.**
- 2.12.040 Appointment, tenure and removal.**
- 2.12.050 Compensation and expenses.**
- 2.12.060 Powers and duties.**
- 2.12.070 Administrative relationships.**
- 2.12.080 Limitation imposed.**
- 2.12.090 Standards of performance.**

2.12.010 Purpose.

The council finds and determines that the administrative affairs of the municipal government of the city would be handled more expeditiously, efficiently, and satisfactorily through an officer who, acting on behalf of the council, would attend to such administrative affairs, correlate and coordinate various municipal activities, compile data, prepare reports relating to the affairs of city government and generally act as the agent of the council in the discharge of administrative duties. (Prior code § 2.4.00)

2.12.020 Office created—Qualifications.

There is created in the service of the city the position of city manager. The city manager shall be selected by the council on the basis of his or her professional experience, administrative qualifications, and education with special reference to his or her actual experience in, and knowledge of accepted practices in respect to the duties of his or her office as set forth in this chapter. (Ord. 11-8: prior code § 2.4.01)

2.12.030 Eligibility of councilmembers.

No person elected to membership on the council shall be eligible for appointment as city manager until one year has elapsed after he or she has ceased to be a member of the council (Prior code § 2.4.03)

2.12.040 Appointment, tenure and removal.

A. The city manager shall be appointed by the council and shall hold office at and during the pleasure of the council; provided, however, the city manager shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election in the city at which election a member of the council is elected, except by a unanimous vote of the council.

B. The purpose of this provision is to permit any newly elected member of the council to observe the actions and ability of the city manager in the performance of the powers and duties of his or her office. (Prior code § 2.4.04)

2.12.050 Compensation and expenses.

A. The city manager shall receive such compensation and expense allowances as the council shall, from time to time, determine, and such compensation and expenses shall be a proper charge against such funds

of the city as the council designates.

B. The city manager shall be reimbursed for all sums necessarily incurred or paid by him or her in the performance of his or her duties, or incurred when traveling on business pertaining to the city under the direction of, or with the express consent of, the council. Reimbursement shall be made only in accordance with an itemized claim setting forth the sums expended or obligation incurred in the manner provided by the council for the presentation of claims for reimbursement of expenses of other city officers and employees. (Prior code § 2.4.05)

2.12.060 Powers and duties.

A. The city manager shall be the administrative head of the government of the city, under the direction and control of the council. The manager shall be responsible for the efficient administration of all the affairs of the city, which affairs are under his or her control.

B. In addition to the general powers as administrative head, and not as a limitation thereon, the city manager shall have the following powers and duties:

1. **General Supervision.** To execute on behalf of the council, its administrative supervision and control of such affairs of the city as may be placed in his or her charge, or which are not otherwise provided for the council;
2. **Personnel and Organization.** To appoint competent, qualified officers and employees to all positions in city employment except the city attorney and the fire chief; to dismiss, suspend and discipline such officers and employees in accordance with such policies as may from time to time be set forth by the council; to transfer such employees from one department to another consistent with the policies of the council; to recommend to the council such reorganization of officers, departments or divisions as may be indicated in the interests of the efficient, effective and economical conduct of the city's business, and to effect such reorganization when authorized by appropriate ordinance, resolution or motion of the council. The city manager shall have the authority to appoint department heads other than the city attorney and fire chief subject to ratification by the council at its next regular meeting
3. **Authority Over Officers and Employees.** To control, order, and give direction to all heads of departments and subordinate officers and employees of the city, except in matters which by state law are confined to the exclusive and uncontrolled jurisdiction, and except the city attorney. Department heads shall include: public works director/city engineer, finance director, planning director, police chief, library director, recreation director, fire chief;
4. **Rules and Regulations.** To prescribe such rules, regulations and policies as he or she deems necessary or expedient for the conduct of administrative services, and to revoke, suspend, or amend any rule, regulation or policy established by any officer, department head or other person in administrative service;
5. **Shift Work.** To temporarily direct any department or division of the city to perform work for any other department, division or office of the city;
6. **Compensation Plan.** To prepare and to recommend to the council, from time to time, desirable revisions of the compensation plan of the city;
7. **Assist the Council.** To attend meetings of the council and to report upon and discuss any matters concerning the affairs of the departments, services or activities under his or her supervision upon which, in his or her judgment, the council shall be informed, or upon which his or her views or opinions are requested by the council;
8. **Carry Out Council Decision.** To carry out, on behalf of the council, its policies, rules, regulations and laws relating to the administration of the affairs of the city, its departments, divisions and services;

9. **Budget.** To supervise the preparation of a detailed, proposed municipal budget and submit the same to the council on or before May 15th of each year, and to offer his or her recommendations as to such increases, decreases, cancellations, transfers, or changes in any of the items included in the proposed budget as in his or her judgment should be made before adoption of the budget after its final adoption; and to keep the council informed with respect thereto;
10. **Public Improvements.** To supervise public improvement projects and programs, and to aid and assist the council and the various departments, services, and offices of the city in carrying the same through to a successful conclusion;
11. **Recommendations to the Council.** To recommend to the council for adoption such measures and ordinances as he or she deems necessary or expedient;
12. **Studies and Reports.** To make such surveys, studies, reports and recommendations as he or she may deem desirable on any matter affecting the interest of the people or city as budgeted or as may be requested by the council;
13. **Council Agenda.** To supervise the preparation of the agenda for all regular, special, or adjourned meetings of the council in accordance with the laws establishing rules for the council meetings,
14. **Other City Offices.** To serve in any appointed office within the city government to which he or she may be qualified when appointed thereto by the council, and to hold and perform the duties thereof at the pleasure of the council and without further compensation except as expressly provided by the council at the time of such appointment or thereafter
15. **Mail.** To supervise the receipt and opening of all mail addressed in whole or in part to the council, or the mayor or mayor pro tem by title only, and to give immediate attention thereto, to the end that all administrative business referred to in such communications, and not necessarily requiring action by the council, may be disposed of in an expeditious manner; provided, however, all actions taken pursuant to such communications shall be reported to the council at its next regular meeting thereafter or by separate communication to each member of the council,
16. **Enforcement of Laws.** To see to the enforcement within the city of the laws of the state and the city;
17. **Contracts, Franchises, Permits and Licenses** To investigate and see to the faithful performance and observation of all contracts of the city and of all franchises, permits, licenses, and privileges granted by the city;
18. **Citizens Complaints.** To appropriately investigate all complaints in relation to matters concerning the administration of city government; to adjust all proper grievances within the scope of authority provided by city laws and policies, and to report to the council all injustices suffered by reason of defects or omissions in the laws, policies, or practices of the city which he or she is not authorized to rectify;
19. **Public Property.** To exercise general supervision over all public buildings, public parks and other public property which is under the control and jurisdiction of the council, when the general supervision thereof is not specifically delegated to a particular officer;
20. **Community Relations.** To explain to the public the actions, purposes and policies of the city government;
21. **Contracts.** To execute in the name of the council and city any contract authorized or approved by the council unless the council expressly provided for another manner of execution of such contract; and

22. **Owner Powers and Duties.** To perform such other duties and exercise such other powers as are necessary, incident to the powers set forth in this section or as may be assigned or delegated to him or her from time to time, by action of the council.

23. **Assume all functions of the treasurer as set forth in this code and in California Government Code Sections 41000 to 41007.** (Ord. 14-14 § 1; Ord. 02-5 § 3 (part); Ord. 00-4 (part); prior code § 2.4.06)

2.12.070 Administrative relationships.

The council and its members shall deal with the administrative services of the city through the city manager, except for the purpose of inquiry to other departments for informational background. Department heads will receive council direction regarding his or her department from the manager. The city manager will receive his or her direction and instructions from the council as a body. An individual councilperson does not have the authority to order or instruct the city manager without prior approval of the council. (Prior code § 2.4.07)

2.12.080 Limitation imposed.

The city manager shall not establish general policy which is the province of the council to determine, nor shall he or she commit or bind the council or any member thereof, to any action, plan or program requiring official council action. It is not intended by the provisions of this chapter to grant any authority to, or impose any duty upon the city manager, which is now, or hereafter may be vested in or imposed by general state law or any other city commission, departments, officer or employee. (Prior code § 2.4.08)

2.12.090 Standards of performance.

In the discharge of his or her duties, the city manager shall endeavor at all times to exercise the highest degree of tact, patience, and courtesy in his or her contacts with the public, with the council, and with all city commissions, boards, departments, officers and employees, and shall use his or her best efforts to establish and maintain a harmonious relationship among all personnel employed in the government of the city to the end that the highest possible standards of public service shall be continuously maintained. Pursuant to this goal, the city manager shall receive full cooperation of the city staff. (Prior code § 2.4.09)

Mobile Version

CITY OF ST. HELENA OVERVIEW

FISCAL YEAR 2013-2014

Economic Profile

The City of St. Helena is located in the center of the world famous wine growing Napa Valley, 65 miles North of San Francisco. The area was settled in 1834 as part of General Vallejo's land grant. On March 24, 1876, the City of St. Helena was incorporated and re-incorporated on May 14, 1889.

The City from its inception has served as a rural agricultural center. In recent years, with the growth and development of the wine industry, the City has become an important business and banking center for the wine industry. The St. Helena Public Library includes a respected wine library. The City also receives many visitors as a result of the wine industry and the area's scenic qualities.

Population and Local Revenues from State

The City's population has remained relatively stable over the past ten years, due primarily to the agricultural land preservation policies and other resource and infrastructure constraints. The State Department of Finance releases population data. The City's population figures for 2013 are estimated to be 5,849; up .7% from the previous years estimate of 5,809. The State Controller distributes local subventions such as gas tax, and other revenues on a per capita basis that may be affected by this change. **The State Controller has not released the apportionment to local governments as of the publication of this document so the impact is unknown at this time.**

Municipal Government

The City has a Council-Manager form of government. The Council is composed of a directly elected mayor and four councilmembers. In the November 2012 election, Sharon Crull and Greg Pitts were elected to serve a four-year term as Councilmembers. In November 2012 Del Britton was re-elected to a two-year term as Mayor. Ann Nevero was appointed Mayor after Mayor Britton's passing in January 2013. In 2010 Peter White and Ann Nevero were elected to four-year terms. In February 2013 Mario Sculatti was appointed to fill Councilmember Nevero's vacant seat. A City Manager appointed by the City Council is responsible for the administration of City affairs. The City Manager is assisted by an administrative team that includes the City Attorney (who is a contract attorney), an appointed City Clerk and department heads for the Finance, Fire, Library, Planning, Police, and Public Works Departments.

Budget Policies and Procedures

City Code section 2.4.06(9) requires that the City Manager submit a budget document to the City Council by May 15th of each year. The budget process begins with the individual department heads submitting their budget requests to the Finance Department for review. After the Director of Finance has reviewed the requests, the department heads meet

individually with the City Manager and Director of Finance to review their budgets on a line-by-line basis and any changes needed are agreed upon and made to the proposed budget.

The Director of Finance prepares the upcoming year's revenue projections and reviews these projections with the City Manager. Unlike appropriations, projected revenues are not subject to direct City control. Property Tax revenues vary with real estate sales and building activity in the community.

Building activity also affects building permits and plan check fees. Sales Tax and Transient Occupancy Tax (TOT) are subject to the economic cycles of businesses in the community mixed between tourism and local sales. The Director of Finance uses a combination of current trends, historical performance and anticipated changes to current projections to arrive at the revenue levels contained in the budget. After estimating revenues, the Director of Finance compiles a draft report for review by the City Manager and the Proposed Budget is prepared for Council review.

After submittal of the Proposed Budget, the Council holds budget study sessions before adopting the budget at a regularly scheduled Council meeting in June. Upon adoption of the budget, monthly budget status reports are prepared and distributed to Department Heads. On a quarterly basis the Director of Finance/City Treasurer submits a budget status report to the City Council.

Any adjustments to the Adopted Budget must be made in conformance with the City's Budget Resolution, which allows Department Heads to transfer appropriations within their department providing that neither the number of authorized personnel is increased, nor any transfer that would decrease appropriations for capital outlay results.

The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund. Total appropriations within a fund may only be increased with Council approval. All budget changes are recorded on a Budget Revision Form and forwarded to the Finance Department for review and processing. After proper approval, the changes are made to the Working Budget.

Budgetary and Accounting Basis

The Operating Budget is developed by fund on a Generally Accepted Accounting Principles (GAAP) basis, except that depreciation and amortization are not budgeted. Principal payment on debt in the enterprise funds is budgeted as an expense.

General, Special Revenues, and Debt Services funds are budgeted on a modified accrual basis; Water and Wastewater Enterprise Funds are budgeted on an accrual basis.

Continuing Grants and Trusts expenditures are offset by self-supporting revenues in the budget. If budgeted grants are not awarded to the city then no expenditures are made. Some Grants are not included in the budget since funding information is not available until mid year.

CITY OF ST. HELENA, CALIFORNIA

Resolution No. 2013-39

**ADOPTION OF ANNUAL BUDGET FOR THE
CITY OF ST. HELENA FOR THE FISCAL
YEAR ENDING JUNE 30, 2014**

RECITALS

Good operating practice requires that the City adopt estimates of revenues and expenditures on a fiscal year basis and provide a policy for subsequent modification of such appropriations. The Council and staff have had several study sessions to determine the appropriations needed for the next fiscal year.

RESOLUTION

The City Council hereby adopts the following:

1. Revenue estimates and appropriations by fund and department as shown in "EXHIBIT A", a copy of which is attached and hereby made a part of this Resolution, is hereby adopted.
2. Any unexpended portion of the General Fund balance as of June 30, 2013, is hereby assigned to a Contingency Reserve, up to the City's annual appropriation limitation.
3. The City, as a practice, shall expend current year proceeds of tax first, and then any non-proceeds of tax to satisfy approved appropriations.
4. Any remaining Capital fund projects and encumbrances will be rolled into the next fiscal year.
5. The St. Helena Chamber of Commerce shall receive an operating subsidy equal to eight percent (8%) of Business License Tax revenues, three percent (3%) of Transient Tax revenues, and two percent (2%) of Sales Tax revenues received by the City during the fiscal year to be used for promotion and entertainment purposes. The Chamber shall annually on or before April 30, submit to the City Council a report of activities of the Chamber, the approved budget, and an accounting of public funds expended during the previous calendar year ending December 31.
6. Department Heads may authorize the transfer of appropriations within a department, except transfers: (1) that would purport an increase in the number of regular personnel, and (2) that would decrease appropriations for capital outlay.

7. The City Manager may transfer appropriations between departments so long as total appropriations are not increased within a fund.
8. The City Council has the overriding authority to control the use of revenues and the appropriation of funds and therefore may modify this policy at any time. The total appropriations in any fund may not be increased except by the City Council.
9. All changes in appropriations will be authorized on a "Budget Transfer" form. All increases in appropriations will be authorized by Council.
10. Any expenditure of greater than \$25,000 for supplies, equipment or general services require formal bid procedures and must be approved by the City Council pursuant to Article XIV, Chapter 2 of the City Code.

Approved by action of the City Council at a Regular Meeting held on June 11, 2013, by the following vote:

AYES: Councilmembers Pitts, Sculatti, White
NOES: None
ABSENT: Councilmember Crull, Mayor Nevero

APPROVED:


Peter White
Councilmember

ATTEST:


Delia Guijosa
City Clerk



EXHIBIT A

CITY OF ST. HELENA
Budget Summary by Fund
Fiscal Year 2013/2014

	REVENUES	EXPENDITURES
FUND 101, GENERAL FUND	\$8,808,821	
City Council		\$163,088
City Manager/Clerk		287,841
Finance		267,738
City Attorney		495,000
Planning/Building		404,272
Library		856,756
Recreation		78,958
Fire		556,050
Police		2,582,445
Public Works Admin		212,462
Government Buildings		187,884
Storm Drains		101,014
Streets		214,772
Parks		843,134
Debt Service		236,275
Non-Departmental		519,208
Operating Transfers		178,286
Subtotal		<u>\$7,985,178</u>
Capital Transfers		796,000
TOTAL GENERAL FUND	\$8,808,821	\$8,781,178
Fund 216, Public Safety Impact Fees	22,000	-
Fund 218, Public Library Foundation	20	12,000
Fund 219, CL&A Library Restoration	1,500	214,500
Fund 224, Public Safety (COPS)	100,300	100,000
Fund 225, State Gas Tax 2105	28,680	28,680
Fund 226, State Gas Tax 2106	20,550	20,550
Fund 227, State Gas Tax 2107	48,150	48,150
Fund 228, State Gas Tax 2107.5	2,030	2,030
Fund 229, State Gas Tax 2103	65,430	65,430
Fund 235, Measure A	526,805	526,805
Fund 236, Training Development	4,000	4,000
Fund 279, Asset Forfeiture	-	-
Fund 280, Community Activities	125,939	125,939
Fund 283, Tree City USA	52,357	52,357
Fund 286, Bocce Ball	40,250	24,568
Fund 289, Recreation Programs	132,835	132,835

EXHIBIT A

	REVENUES	EXPENDITURES
Fund 290, Tourism Improvement District	273,888	273,518
Fund 375, Murray Trust	1,105	-
Fund 381, Ryan Library Trust	800	-
Fund 382, Martin Library Trust	-	-
Fund 383, Dr. Wood Trust	-	-
Fund 384, Tweed Trust	118,488	101,197
Fund 420, Fire Station GO Bonds	184,658	184,950
Fund 561, Water Enterprise	4,771,503	4,374,570
Fund 562, 1977 Water Bond	200	-
Fund 571, Sewer Enterprise	2,080,083	1,871,217
Fund 582, Garage	129,738	129,738
TOTAL BUDGET	\$17,545,888	\$16,872,190
Less Interfund Transfers	(1,809,679)	(1,809,679)
TOTAL NET REVENUES AND EXPENDITURES	\$15,736,007	\$15,062,511

EXHIBIT A

	REVENUES	EXPENDITURES
Additional Capital Funds for 2013-2014		
Fund 713, Civic Improvement Impact Fees	\$ -	\$ -
Fund 733, General Fund Capital Projects		
<i>Downtown Renaissance \$108,000</i>	458,000	458,000
<i>Building Maintenance \$15,000</i>		
<i>Financial Software \$10,000</i>		
<i>City Hall Relocation \$270,000</i>		
<i>Water for Dog Park \$5000</i>		
<i>Crinella Park Improvement \$50,000</i>		
Fund 741, Street Improvement	500,000	500,000
Fund 763, Water Capital Projects	200,000	200,000
Fund 773, Wastewater Capital Projects	100,000	100,000
Total Additional Capital Project Funds	\$ 1,258,000	\$ 1,258,000



*The City of St. Helena will conduct city affairs
on behalf of our citizens using an open and creative process.*

November 28, 2011

Mr. Brendan Murphy
Governor's Authorized Representative
California Emergency Management Agency
3650 Schriever Avenue
Mather, CA 95655

Re: Period of Performance Extension and Increase in the Project Budget Hazard
Mitigation Grant Program (HMGP) Project #1203-1012 City of St. Helena, FIPS Code
#055-64140 City of St. Helena Flood Protection Planning Project

Dear Mr. Murphy,

Thank you for your letter dated November 23, 2011 approving the extension of our planning grant through December 31, 2008. I understand the delay in advising us of the extension was due to a lawsuit with another grant and that funds are now available for the St. Helena Project.

Your letter said you required additional documentation for items 4,5,7,8,10,12,14, and 15, to insure that no ground disturbance activities were included in the submitted engineering/design costs. The City's Notice to proceed for the project was issued May 15, 2009. No actual work occurred until after that date. Please accept this letter as documentation that no ground disturbance was included in the City's request.

Your letter made reference to additional information or clarification needed for the following items:

3. Other; \$103,881 - 4. Alta Engineering: \$143,768 – As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

5. MBK Expenses: \$1,180,540- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

7. Coastland Engineers: \$93,302- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

8. Chaudry & Associates: \$16,172- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

10. Jones & Stokes: \$73,185- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

11. Kleinfelder: \$86,220- Provided services for the CLOMAR submittals and assisted with project plans and specifications.

12. Mead & Hunt: \$1,124,541- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

14. Parsons Brinkerhoff: \$1,493,983- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

15. Prunuske Chatham: \$123,690- As stated above, the city incurred costs listed for engineering and design work. There was no ground disturbance when these costs were incurred therefore the costs should be eligible.

16. Schenberger, Taylor et al: \$69,659- The costs paid are for consulting services and appraisal reports associated with vineyard valley mobile home park.

17. Swanson Hydrology: \$583,560- These costs are related to environmental design, design drawings, bid documents and coordination of permits. These costs should be eligible for reimbursement.

The following table shows eligible reimbursement costs plus addition spending from April 1, 2008 to December 31, 2008. Please consider this as additional request for reimbursement consideration.

City of St. Helena Flood Project Costs For Approved Tasks			
	ACCUMULATIVE TOTAL TO 03/31/08	ADDITIONAL SPENDING ON APPROVED ITEMS TO 12/31/08	ACCUMULATIVE TOTAL
<u>EXPENSES BY CONTRACT</u>			
Alta Engineering	\$ 143,768	\$ 16,175	\$ 159,943
MBK	1,180,540	-	1,180,540
MIG	293,511	9,200	302,711
Coastland Engineers	93,302	-	93,302
Chaudary & Assoc	16,172	19,945	36,117
Remy	400,947	-	400,947
Jones & Stokes	73,185	3,823	77,008
Kleinfelder	86,220	-	86,220
Mead & Hunt	1,124,541	60,112	1,184,653
Parsons Brinckerhoff	1,493,983	-	1,493,983
Prunuske Chatham	123,690	9,367	133,057
Swanson Hydrology	583,560	15,099	598,659
City Staff	190,272	17,233	217,505
TOTAL EXPENSES	\$ 5,803,691	\$ 150,954	\$ 5,964,645

I appreciate your time and help with this project. If you need further documentation please let me know what you require.

If you have questions please contact me at (707) 968-2751.

Sincerely,

Karen Scalabrini
 Finance Director
karens@ci.st-helena.ca.us

REPORT.: B60122

City of St. Helena

PAGE: 001

RUN....: Jan 22 16 Time: 09:10 Vendor Invoices COA02

ID

#: PY-HI

CTL.: STH

Phone #.: (707) 571-8005

Name....: COASTLAND CIVIL ENGINEER.

Open Balance.: .00

Addr1....: 1400 NEOTOMAS AVENUE

F.YTD Purch...: .00

Addr2....:

YTD 1099 Disb: .00

C/S/Zip.: SANTA ROSA CA 95405

Last Purchase: 05/31/05

Invoice No	Date	Description	Original \$	Payment \$
Balance				
21593	11/30/03	PO #8389 - FULTON STREE	414.00	
414.00				
		CK# 042361 (Dec 22 2003)		-414.00
.00				
21702	12/31/03	PO #8389-FULTON ST. STO	1185.25	
1185.25				
		CK# 042654 (Jan 22 2004)		-1185.25
.00				
21807	01/31/04	PO #8389 - FULTON STREE	2679.00	
2679.00				
		CK# 042928 (Feb 18 2004)		-2679.00
.00				
21914	02/29/04	PO #8389-FULTON STREET	7673.14	
7673.14				
		CK# 043369 (Apr 08 2004)		-7673.14
.00				
21914BH	02/29/04	PO #8389-FULTON STREET	2859.75	
2859.75				
		CK# 043538 (Apr 20 2004)		-2859.75
.00				
22048	03/31/04	PO #8389-FULTON STREET	1924.50	
1924.50				
		CK# 043691 (May 05 2004)		-1924.50
.00				
21914u	04/16/04	Ck# 043369 Reversed	-7673.14	-
7673.14				
		CK# 043369 (Apr 16 2004)		7673.14
.00				
22162	04/30/04	PO #8389-FULTON STREET	4841.10	
4841.10				
		CK# 043975 (Jun 02 2004)		-4841.10
.00				
22744	08/31/04	PO #8389-FULTON STORM D	636.86	
636.86				
		CK# 045043 (Sep 22 2004)		-636.86
.00				

Attachment D

23951	04/30/05	PO #8389-FULTON LN STOR	670.00	
670.00				
		CK# 047361 (May 27 2005)		-670.00
.00				
24064	05/31/05	GENERAL PLAN MAPPING/PD	78.00	
78.00				
		CK# 047589 (Jun 24 2005)		-78.00
.00				



Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Financial Assistance
1001 I Street, Sacramento, California 95814
P.O. Box 944212, Sacramento, California 94244-2120
(916) 341-5700 ♦ FAX (916) 341-5707 ♦ <http://waterboards.ca.gov>

Attachment E



Arnold Schwarzenegger
Governor

RECEIVED

DEC 06 2007

CITY OF ST. HELENA

December 5, 2007

Bert Johansson, City Manager
City of St. Helena
1480 Main Street
Helena, CA 94574

Dear Mr. Johansson:

CITY OF ST. HELENA, INSTALLMENT SALES AGREEMENT NO. C-06-6093-110, AGREEMENT NO. 07-817-550-0

Congratulations! Your Interagency Sales Agreement has been fully executed and an original copy is enclosed.

If you have any questions, please contact Eva Kawada at (916) 341-5715 or by e-mail at ekawada@waterboards.ca.gov.

Sincerely,

Melissa Miller
Grants & Contracts Administration Unit

Enclosure

cc: Ahmad Kashkoli, Project Manager



3940 1107272431

AGREEMENT NUMBER: 07-817-550-0

ISA NUMBER: C-06-6093-110

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

STATE AGENCY'S NAME

State Water Resources Control Board

(Hereafter referred to as "SWRCB")

CONTRACTOR'S NAME

City of St. Helena

(Hereafter referred to as "Agency" or "Contractor")

The term of this Agreement is: **July 17, 2007** through **October 31, 2029**

3. The maximum amount **\$9,100,000.00**
of this Agreement is: **Nine Million One Hundred Thousand Dollars and no cents.**

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

Exhibit A	Scope of Work	7 Page(s)
Exhibit B	Budget Detail and Payment Provisions	5 Page(s)
Exhibit C	General Terms and Conditions (GTC 307)	3 Page(s)
Exhibit D	Special Conditions	6 Page(s)
Exhibit E	Nonpoint Source and Estuary Enhancement Loan Application	18 Page(s)
Exhibit F	Project Funding Costs and Construction Schedules	1 Page(s)
Exhibit G	Project Approval Letter	8 Page(s)
Exhibit H	Form of Deeds of Trust on the Properties	5 Page(s)
Exhibit I	SRF Installment Sales Agreement Payment Schedule	3 Page(s)
Exhibit J	Schedule of System Obligations	1 Page(s)
Exhibit K	State Water Board Funding Authority	3 Page(s)
Exhibit L	Agency Reimbursement Resolution	2 Page(s)
Exhibit M	SWRCB Special Terms and Conditions	5 Page(s)
Exhibit N	Final Plans & Specifications Approval Letter	6 Page(s)

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of St. Helena

BY (Authorized Signature)

Bert Johansson

DATE SIGNED (Do not type)

Nov. 12, 2007

PRINTED NAME AND TITLE OF PERSON SIGNING

Bert Johansson, City Manager

ADDRESS

1480 Main Street, St. Helena, CA 94574

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

Barbara Evoy

DATE SIGNED (Do not type)

11/12

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara Evoy, Deputy Director, Division of Financial Assistance

ADDRESS

1001 I Street, Sacramento, CA 95814

California Department of General
Services Use Only

FM

Kyats

☐ Exempt per:

EXHIBIT A — SCOPE OF WORK

SECTION 1. PROJECT DESCRIPTION.

The Project, commonly known as the St. Helena-Napa River Flood Protection and Estuary Restoration Project generally consists of land acquisition, flood protection, and restoration along about one (1) mile stretch of the Napa River within the City of St. Helena. Project components include: construction of a floodplain terrace on the southern bank of Napa River, shoreline restoration, a new levee, floodwall/bank stabilization and construction of storm drain, and detention basin, as more particularly described in the financial assistance application of the Agency and the supporting documents (see Exhibits E, F, G, H and N) for the Project.

SECTION 2. OFFICIAL REPRESENTATIVES.

- (1) The SWRCB Assistance Coordinator shall be the Deputy Director of the Division of Financial Assistance.
- (2) The SWRCB Assistance Coordinator shall be the SWRCB's representative for administration of the Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with interpretation of this Agreement.
- (3) The Agency's Authorized Representative shall be City Manager, who shall administer the Agreement and who shall have full authority to act on behalf of the Agency, including authority to execute disbursement requests. All communications given to the Agency representative shall be as binding as if given to the Agency.
- (4) Either party may change its official representative upon written notice to the other party.

SECTION 3. DEFINITIONS.

"Acquisition Costs" means the **two million dollars (\$2,000,000.00)** for land and easement costs necessary to purchase the Properties, including appraisal, legal and right of way services.

"Additional Payments" means the Additional Payments described in **Exhibit B Section 2.4(C)** of this Agreement.

"Authorized Representative" means the City Manager. For all authorized representatives, a certified original copy of the authorizing resolution that designates the authorized representative, by title, must accompany any contract, the first payment request, and any other documents or requests required or allowed under this Agreement.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bonds" means any series of bonds issued by the Bank all or a portion of the proceeds of which may be applied to fund the Project in whole or in part or that are secured in whole or in part by Installment Payments paid hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of the Project" means October 30, 2009 the date Enhancement is completed including construction of a levee, floodwall/bank stabilization and floodplain terrace, and land acquisition.

EXHIBIT A — SCOPE OF WORK

"CWSRF" means Clean Water State Revolving Fund.

"Division" means the Division of Financial Assistance of the SWRCB, or any other segment of the SWRCB authorized to administer the CWSRF.

"Enhancement" means restoring and enhancing riverine and riparian habitats, recreation of the historical floodplain terraces and side channels, vegetative planting, in-stream restoration, and establishment of vegetation after planting within the Project area, as described in **Exhibits E, F, G, and N**.

"Fiscal Year" means the period of twelve months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Agency as its Fiscal Year in accordance with applicable law.

"Flood Protection" means providing 100 year flood protection to over 350 residents that reside within the Project area by restoration of riparian habitat on the Napa River, including construction of a levee, floodwall/bank stabilization, and floodplain terrace, as described in **Exhibits E, F, G and H**.

"Initiation of Acquisition" means the date that escrow opens on the Properties.

"Installment Payments" means Installment Payments due and payable by the Agency to the SWRCB under this Agreement to repay the Project Costs, the amounts of which are set forth as **Exhibit I** hereto.

"Obligation" means the obligation owed by the Agency to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, to be used to fund the Project as specified in the Project Description attached hereto as **Exhibits E, F, G and H**.

"Pledged Revenues" means and includes the Agency's share of the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998, and any revenue legally available to satisfy this Obligation.

"Project" means the Project as described in this **Exhibit A**, Section 1 and **Exhibits E, F, G, H and N**.

"Project Completion" means October 30, 2009, the date implementation of the Project is completed.

"Project Costs" means the incurred costs of the Agency which are eligible for financial assistance from the CWSRF under the Statute, which are allowable costs as determined in the supporting documents in Exhibits F, G, H and N, and which are reasonable, necessary and allocable by the Agency to the Project under generally accepted accounting principles, plus capitalized interest.

"Project Funds" means funds disbursed by the SWRCB to the Agency for purposes of this Agreement.

"Properties" means those portions of the Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) properties needed for the Project as described in Exhibits E, F, G, H, I and N of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Agency from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all money received by the Agency for the System, and all other income and revenue howsoever derived by the Agency from the ownership or operation of the System or arising from the System, and also including all income from the deposit or investment of any money in the Flood Protection Fund, or any rate stabilization fund, and any refundable deposits made to establish credit, and

EXHIBIT A — SCOPE OF WORK

advances or contributions in aid of acquisition. This term includes, but is not limited to, the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998.

"State" means State of California.

"System" means all nonpoint source control facilities, flood protection facilities, and enhancement and restoration facilities including land and easements thereof, owned by the Agency, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Agency and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, restoration or works or any part thereof hereafter acquired and constructed.

"System Obligations" means all senior, parity and subordinate obligations of the Agency payable from Revenues as identified as of the date of this Agreement in **Exhibit J** and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations.

SECTION 4. GENERAL AGENCY COMMITMENTS.

The Agency accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Agency in its application, accompanying documents, and communications filed in support of its request for financial assistance.

SECTION 5. COMPLETION OF PROJECT.

The Agency agrees to expeditiously proceed with and complete the Project in substantial accordance with Project application and supporting documents.

SECTION 6. N/A

SECTION 7. FEDERAL OR STATE ASSISTANCE.

If federal or state funding for Project Costs is made available to the Agency from sources other than the CWSRF, the Agency may retain such funding up to an amount which equals the Agency's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Agency's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the SWRCB to be applied to Installment Payments due hereunder.

SECTION 8. REVENUE PROGRAM.

The Agency agrees to prepare and provide an acceptable final Revenue Program to the Division at the time of 90 percent disbursement of Project Costs. Further disbursements may be withheld until an acceptable final Revenue Program is submitted. The Agency further agrees to periodically review and modify the Revenue Program as necessary to assure reasonable adequacy of the Revenue Program. The final Revenue Program and all modifications thereof shall be consistent with applicable guidelines and shall be to the reasonable satisfaction of the Division. The Division may review the Agency's records to assure compliance with the approved Revenue Program at any time during the useful life of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 9. USER CHARGE SYSTEM. – N/A

SECTION 10. OPERATION AND MAINTENANCE; INSURANCE.

The Agency agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations. The Agency will procure and maintain or cause to be maintained insurance with responsible insurers, or as part of a reasonable system of self-insurance, for indemnification and defense purposes pursuant to Exhibit M, section 4.

SECTION 11. USEFUL LIFE OF PROJECT.

For purposes of this Agreement, the parties agree that the useful life of the Project is at least 20 years from and after Project Completion.

SECTION 12. ESCROW; NOTIFICATION.

- (A) The Agency agrees to enter escrow on the Properties within 180 days (six months) after issuance of the Agreement. An extension may be granted by the Division.
- (B) The Agency agrees to promptly notify the Division in writing both of the open and close of escrow.

SECTION 13. ACTIVITIES; OTHER NOTIFICATIONS; PROTECTION OF ARCHEOLOGICAL AND HISTORICAL RESOURCES.

- (A) The Agency agrees to promptly notify the Division in writing of:
 - (1) Any substantial change in scope of the Project. The Agency agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
 - (2) Cessation of all major construction work on the Project where cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of the Project for a period of 90 days or more beyond the estimated date of Completion of the Project previously provided to the Division;
 - (4) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction, the Agency agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Agency agrees to implement appropriate actions as directed by the Division; and
 - (5) Completion of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 14. PROJECT ACCESS.

The Agency agrees to insure that the SWRCB, or any authorized representative thereof, will have suitable access to the Project site at all reasonable times for the term of the Obligation.

SECTION 15. N/A.

SECTION 16. NONPOINT SOURCE CAPITAL RESERVE FUND.

The Agency agrees to establish and maintain a Flood Protection Project Fund (FPPF) for expansion, major repair, or replacement of the flood control facilities and to maintain the FPPF for the term of the Agreement. The Agency agrees to submit a report on the FPPF activities and status five (5) years after the date of the final revenue program approval by the Division. Updated reports will be submitted every five years thereafter until all Installment Payments and Additional Payments hereunder have been fully discharged. Thereafter, the FPPF will no longer be subject to the requirements of this Agreement.

SECTION 17. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.

The Agency agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

SECTION 18. REPORTS.

The Agency agrees to expeditiously provide, during the useful life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

- **Quarterly Reports.** The Agency shall submit quarterly progress reports every 3 months during Project Implementation. The reports at minimum shall include description of activities and accomplishments of each task during the quarter in enough detail to support quarterly invoice claims and describe any significant problems arising during the course of implementation.
- **Project Assessment and Evaluation Plan.** Within 90 days of execution of this ISA, the Agency shall prepare a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits. The PAEP must be reviewed and approved by the State Water Board's Project Representative. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/index.html>.
- **Annual Performance Measure Report.** The Agency shall submit an annual report to the Division staff on the performance of the Project consistent with the guidelines specified in the PAEP from the start of the implementation of the Project until three years past Project Completion.

SECTION 19. RECORDS.

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles the Agency agrees to:

EXHIBIT A — SCOPE OF WORK

- (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs; and
 - (5) Establish such accounts and maintain such records as may be necessary for the State or the SWRCB to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (B) Notwithstanding **Exhibit C**, the Agency agrees to require Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting principles, and to require such contractors and subcontractors to retain such books, records, and other material for a minimum of thirty-six years from the date of Project Completion.
- The Agency further agrees to require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by the U.S. Environmental Protection Agency, or any authorized representatives thereof.
- (C) Notwithstanding **Exhibit C**, the Agency agrees to retain its Project records for a minimum of thirty-six years from the date of Project Completion, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Agency records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and the U.S. Environmental Protection Agency, or any authorized representatives thereof.

SECTION 20. FINAL PROJECT REPORTS; AUDIT.

- (A) Within 90 days after Project Completion, the Agency agrees to submit to the Division a final Project summary report which briefly describes the Project as completed. The report shall note any unusual problems that have been encountered.
- (B) Within 120 days after Project Completion, the Agency agrees to provide to the Division a final cost summary report on the Project. The summary shall include at a minimum, a statement of
 - (1) Total Project Costs;
 - (2) Total Project Costs which are eligible for financing assistance under this Agreement;
 - (3) The total amount of assistance funds received;

EXHIBIT A — SCOPE OF WORK

- (4) The amount of interest earned, if any, on assistance funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated.
- (5) The report shall be accompanied by such other financial information as may be reasonably required by the Division to verify Agency entitlement to financial assistance, to assure program integrity of the CWSRF Program, and to comply with any federal requirements. The report shall be certified as correct by a duly Authorized Representative of the Agency.
- (C) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Agency and at the cost of the Agency. The audit shall be in the form required by the Division.
- (D) Audit disallowances will be returned to the SWRCB.

SECTION 21. NO OBLIGATION OF THE STATE.

Any obligation of the SWRCB herein contained shall not be an obligation, debt or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1. ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated costs, is **nine million one hundred thousand dollars and no cents (\$9,100,000.00)**.

SECTION 2. ASSISTANCE AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Project Funds; Repayment from Installment Payments.

Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Project Funds and the Agency hereby agrees to accept the Project Funds in the maximum principal component, of **nine million one hundred thousand dollars and no cents (\$9,100,000.00)** and to repay the Project Funds in Installment Payments at an interest rate of **two and four tenths percent (2.4%)** per annum as set forth in this **Exhibit B** and Exhibit I attached hereto. The Agency agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Revenues and/or other amounts legally available to the Agency. Interest on any funds disbursed to the Agency shall begin to accrue as of the date of each disbursement. This rate is based on the sale of State General Obligation Bonds held on **June 20, 2007**, and is set when the Agreement is certified to the Agency.

Section 2.2. Purchase and Sale of Project.

The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency, the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Deed of Trust on Project Properties and Liens.

The Agency shall request disbursement of Project Funds for acquisition of Properties 30 to 45 days prior to anticipated close of escrow. SWRCB will make such disbursement to the escrow account.

The Agency shall at the closing of escrow, cause to be recorded with the Recorder's Office of the County of Napa the Deed of Trust, duly executed and acknowledged by Agency, as Trustor in favor of Title Company, as Trustee and SWRCB as Beneficiary. The Agency shall record the SWRCB as a senior lien holder on the Project and System properties, including but not limited to the Properties, and provide proof of such prior to requesting release from escrow of Project funds for acquisition of the Properties under this agreement. Agency shall, at Closing, cause Title Company to issue an ALTA lender's policy of title insurance with coverage in the amount of the purchase price of the Properties insuring that the Deed of Trust is a first deed of trust on the subject properties.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Section 2.4. Amounts Payable by the Agency.

- (A) **Installment Payments.** Repayment of the Project Funds, together with all interest accruing thereon, shall be repaid in annual installments commencing on the date that is one year after the first disbursement, and shall be fully amortized not later than 20 years after first disbursement.

The repayment amount is based on a standard fully amortized assistance amount with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, less the repayment. Repayment calculations will be made beginning one year after Completion of Acquisition and shall be fully amortized not later than 20 years after Completion of Acquisition. **Exhibit I** is a SRF Installment Sales Agreement Payment Schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Acquisition and submission of necessary reports, the Division will prepare an appropriate SRF Installment Sales Agreement Payment Schedule and supply the same to the Agency. The SRF Installment Sales Agreement Payment Schedule may be amended as necessary to accurately reflect amounts due under this contract. Any amended SRF Installment Sales Agreement Payment Schedule which is necessary will be prepared by the Division and furnished to the Agency.

The Agency agrees to make each installment payment on or before the due date therefor. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the amount due will be due for each day of nonpayment. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Agency. The interest penalty will be assessed from the repayment due date.

The Agency as a whole is obligated to make all payments required by this contract to the SWRCB, notwithstanding any individual default by its constituents or others in the payment to the Agency of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Agency. The Agency shall provide for the punctual payment to the SWRCB of all amounts which become due under this contract and which are received from constituents or others in the payment to the Agency. In the event of failure, neglect or refusal of any officer of the Agency to levy or cause to be levied any Charge to provide payment by the Agency under this contract, to enforce or to collect such Charge, or to pay over to the SWRCB any money collected on account of such Charge necessary to satisfy any amount due under this contract, the SWRCB may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the SWRCB. Action taken pursuant hereto shall not deprive the SWRCB of, or limit the application of, any other remedy provided by law or by this contract.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

- (B) **Project Costs.** The Agency agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Agency shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the SWRCB.
- (C) **Additional Payments.** In addition to the Installment Payments required to be made by the Agency, the Agency shall also pay to the SWRCB the reasonable extraordinary fees and expenses of the SWRCB, and of any assignee of the SWRCB's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the SWRCB or assignee of the SWRCB.

Additional Payments shall be billed to the Agency by the SWRCB from time to time, together with a statement executed by a duly authorized representative of the SWRCB, stating that the amounts billed pursuant to this section have been incurred by the SWRCB or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Agency within thirty (30) days after receipt of the bill by the Agency.

- (D) The Agency may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Agency shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.
- Section 2.5. **Obligation Absolute.** The obligation of the Agency to make the Installment Payments and other payments required to be made by it under this Agreement, solely from Revenues and any other revenues legally available, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Agency shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 2.6. **Disbursement of Project Funds; Availability of Funds.**

- (A) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Agency may request immediate disbursement of any incurred planning and design allowance as specified in **Exhibit A** from the Project Funds through submission to the SWRCB of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
 - (2) Additional Project Funds will be promptly disbursed to the Agency upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Agency for incurred costs consistent with this **Exhibit** and **Exhibit N**.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Disbursement shall not be made more frequently than once a month. The Agency agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Agency, although the actual payment of such cost by the Agency is not required as a condition of disbursement request. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

- (B) The SWRCB's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or state government to appropriate funds necessary for disbursement of Project Funds, the SWRCB shall not be obligated to make any disbursements to the Agency under this Agreement. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Agency with a right of priority for disbursement over any other agency. If any disbursements due the Agency under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Agency when sufficient funds do become available.

SECTION 3. WITHHOLDING OF DISBURSEMENTS.

- (A) The SWRCB may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Agency has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Agency fails to maintain reasonable progress toward completion of the Project

SECTION 4. PLEDGE AND LIEN OF REVENUES.

Section 4.1. In order to carry out its obligation to pay the Installment Payments, Additional Payments and, where applicable, System Obligations, the Agency agrees and covenants that it shall establish and maintain the Flood Protection Fund. All Revenues received shall be deposited when and as received in trust in the Flood Protection Fund.

Section 4.2. Pledge of Napa County Flood Protection and Watershed Improvement Sales Tax of 1998. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 is hereby pledged and a security interest granted therein in order to secure the payment of Installment Payments and Additional Payments. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency. This pledge is subordinate to the outstanding senior debt identified in Exhibit J. This pledge is not an obligation, debt, or liability of the Agency against its General Fund except to the extent the General Fund is legally available to be used for repayment.

Section 4.3. Subject to the provisions of any outstanding System Obligations, money on deposit in the Flood Protection Fund shall be applied and used first, to pay Operations and Maintenance

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Costs, and thereafter, all amounts due on Installment Payments, Additional Payments and System Obligations due. After making all payments herein required to be made in each Fiscal Year, the Agency may expend in such Fiscal Year any remaining money in the Flood Protection Fund for any lawful purpose of the Agency, including payment of subordinate debt.

Section 4.4. Future Local Debt. All future debt incurred by the Agency shall be on parity with, or subordinate to, this Obligation.

SECTION 5. FINANCIAL MANAGEMENT SYSTEM AND STANDARDS.

The Agency agrees to comply with federal standards for financial management systems. The Agency agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Agency agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto.

SECTION 6. ACCOUNTING AND AUDITING STANDARDS.

The Agency will maintain separate Project accounts in accordance with generally accepted accounting principles. The contractor shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l).)

SECTION 7. BUDGET.

Budget costs are contained in the Project Funding Costs and Construction Schedules which is attached hereto and referenced as **Exhibit G**.

EXHIBIT C —GENERAL TERMS AND CONDITIONS (GTC 307)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

EXHIBIT C —GENERAL TERMS AND CONDITIONS (GTC 307)

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

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

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

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

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid.

EXHIBIT C —GENERAL TERMS AND CONDITIONS (GTC 307)

Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

EXHIBIT D — SPECIAL CONDITIONS

1. The Agency shall not use the Properties as security for any debt without the written approval of the Deputy Director of the Division of Financial Assistance of the SWRCB.
2. Transfer of the real property is subject to the prior written approval of the Deputy Director of the Division of Financial Assistance of the SWRCB. Any such transferee shall be subject to all provisions of this contract.
3. The Agency shall comply with all stipulations and conditions in the Memorandum Of Agreement (MOA) Among The California State Water Resources Control Board, The United States Army Corps Of Engineers (ACOE), And The California State Historic Preservation Officer (SHPO) Regarding The Construction Of The St. Helena Comprehensive Flood Protection Project (2006 Plan), Napa County, California.
4. Historic preservation activities carried out pursuant to this agreement shall meet the *Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716) as well as standards and guidelines for historic preservation activities established by the SHPO. The Agency shall ensure that all reports prepared pursuant to this agreement will be provided to the other signatories of the MOA referenced above and shall ensure that all such reports meet published standards of the SHPO, specifically *Preservation Planning Bulletin* Number 4(a), "Archaeological Resources Management Reports (ARMR). Recommended Contents and Format" (December 1989).
5. The Agency shall promptly notify the SWRCB if it becomes necessary to revise the Established Area of Potential Effects (APE). If the revised APE includes areas not previously subject to the efforts to identify historic properties described in the reports referenced in the MOA, additional identification efforts may be required.
6. The Agency acknowledges that historic properties covered by this MOA are subject to the provisions of 36 CFR §800.11(c) relating to the disclosure of archaeological site information, and, having so acknowledged, will ensure that all actions and documentation prescribed by this MOA are consistent with 36 CFR §800.11(c).
7. The final historic property treatment plan (HPTP) shall be implemented prior to and in conjunction with the flood control project development activities.
8. At any time during implementation of the terms of the MOA, should a member of the public raise an objection pertaining to the MOA, the Agency shall immediately notify the other signatories of the MOA in writing of the objection and take the objection into account.
9. On or before a date of no more than one year following initiation of Project development activities, and continuing on a yearly basis thereafter until the SWRCB, the ACOE, and the SHPO agree in writing that the terms of this agreement have been fulfilled, the Agency shall prepare and provide a letter report to the State Water Board, the ACOE, and the SHPO regarding the following topics:
 - a. Progress in constructing the Undertaking;
 - b. Progress in implementing the HPTP under Stipulation V of the MOA; and,
 - c. Any unforeseen problems or difficulties encountered implementing the terms of the MOA during the previous year.
10. Upon completion of implementation of the HPTP, the Agency shall prepare a summary report on all activities carried out pursuant to the HPTP and provide said report to the SWRCB, the ACOE, the SHPO, and, if so requested, to other interested parties.

EXHIBIT D — SPECIAL CONDITIONS

11. The Agency shall ensure compliance with the following non-discretionary biological special conditions:

- a. The Agency shall retain a qualified biologist with expertise in the areas of anadromous salmonid biology, including handling, collecting, and relocating salmonids, salmonid/habitat relationships, and biological monitoring of salmonids. The Agency shall ensure that the ACOE ensures that all biologists working on this project be qualified to conduct fish collections in a manner which minimizes all potential risks to endangered salmonids.
- b. The biologist shall monitor the construction site during placement and removal of cofferdams to ensure that any adverse effects to salmonids are minimized. The biologist shall be on site during all dewatering events to capture, handle, and safely relocate the listed salmonids. The biologist shall notify the National Marine Fishers Service (NMFS) biologist Maura Eagan Moody at (707) 575-6092 at least one week prior to capture activities in order to provide an opportunity for NMFS staff to observe the activities.
- c. Listed fish shall be handled with extreme care and kept in water to maximum extent possible during rescue activities. All captured fish shall be kept cool, shaded, in aerated water, and protected from excessive noise, jostling, or overcrowding any time they are not in the stream and fish shall not be removed from this water except when released. To avoid predation, the fish shall not be removed from this water except when released. To avoid predation, the biologist shall have at least two containers and segregate young-of-year fish from larger age-classes and other potential aquatic predators. Captured salmonids shall be relocated, as soon as possible, to a suitable in stream location in which suitable habitat conditions are present to allow for adequate survival of transported fish and fish already present.
- d. If any salmonids are found dead or injured, the biologist shall contact NMFS biologist Maura Eagan Moody at (707) 575-6075 or the Santa Rosa area office toll-free at (866) 327-8877 to review the activities resulting in the take and to determine if additional protective measures are required. All salmonid mortalities shall be retained, placed in an appropriately sized sealable plastic bag, labeled with the date and location of collection, fork length, and be frozen as soon as possible. Frozen samples shall be retained by the biologist until specific instructions are provided by NMFS.
- e. The Agency shall minimize the potential for harm, harassment, injury, or killing of the California freshwater shrimp and the California red-legged frog resulting from project related activities by implementation of the avoidance and minimization measures as described in the biological assessment, the Project Description of this biological opinion, and other documents provided to the U.S. Fish and Wildlife Service (FWS) by the Agency.
- f. The Agency shall include Special Provisions that include the avoidance of minimization measures of this biological opinion in the solicitation for bid

EXHIBIT D — SPECIAL CONDITIONS

information, or documentation that the contractor has received and reviewed this biological opinion. In addition, the Agency shall educate and inform its contractors and subcontractors involved in the Project as to the requirements of the biological opinion.

- g. A FWS approved biologist shall be on-site during all activities, including ground breaking, earth moving, and construction activities, that could result in the take of the California freshwater shrimp and/or the California red-legged frog; the need for their presence will be determined by the recommendation of the FWS approved biologist or the determination of the California Department of Fish and Game (CDFG) and the FWS. The qualifications of the biologists shall be presented to the FWS for review and approval at least ten (10) days prior to the initial groundbreaking at the project site. The biologist shall be given authority to stop any work that may result in the take of listed species. If the biologist exercises this authority, the FWS and the California Department of Fish and Game shall be notified by telephone and electronic mail within one working day. The FWS approved biologist shall be the contact for any employee or contractor who might inadvertently kill or injure a California freshwater shrimp and/or California red-legged frog; or anyone who finds a dead, injured, or entrapped individual. The FWS approved biologist shall possess a working cellular phone whose number will be provided to the FWS and the CDFG.
- h. The FWS approved biologist shall be responsible for relocation of the California freshwater shrimp and California red-legged frog, and he/she shall be present at all times during pursuing, capturing, and handling of the species. Handling and captivity of the California freshwater shrimp and California red-legged frog during the capture and relocation shall be minimized to the maximum extent possible. The captured animals shall be immediately transported to suitable habitat that is outside of the work site. The written authorization of the FWS and the CDFG shall be obtained by the Agency prior to transporting the California freshwater shrimp and California red-legged frog beyond immediate walking distance of the work area i.e. individuals of these listed animal shall not be moved to laboratories, holding facilities, or other facilities without the written authorization of the FWS and the CDFG.
- i. The California freshwater shrimp and California red-legged frog may not be kept in containers with other species in order to eliminate the potential for death or injury through predation, parasitism, or interspecific fighting.
- j. Care shall be taken during placement or movement of materials in Napa River to prevent any damage to undercut stream banks on the left (north and east) side banks and to minimize damage to any streamside vegetation.
- k. Permanent and temporary construction disturbances and other types of project-related disturbance of California freshwater shrimp and California red-legged frog habitat shall be minimized to the maximum extent practicable.
- l. Fueling and maintenance of mechanical equipment shall occur in areas where oil or other chemicals cannot drain into the Napa River and Sulfur Creek. Fueling and maintenance areas shall be encircled with structures or material to contain a potential spill.

EXHIBIT D — SPECIAL CONDITIONS

- m. Prior to initiation of any site preparation/construction activities, the FWS approved biologist shall conduct an education and training session on endangered species for all construction personnel. All available individuals who will be involved in the site preparation or construction shall be present, including the project representatives responsible for reporting take to the FWS and the California red-legged frog, California fresh water shrimp, or their habitat. Training will include the general measures that are being implemented to conserve these species as they relate to the project, the penalties for non-compliance, and the boundaries (work area) within which the project must be accomplished. To ensure that employees and contractors understand their roles and responsibilities, training may be conducted in languages other than English, if appropriate.
- n. Sensitive habitat areas shall be delineated with high visibility orange-colored fencing at four feet high, flagging, or other barriers. Such fencing shall be inspected and maintained daily until completion of the project. The fencing may be removed only when all construction equipment is removed from the site. No project activities may occur outside the delineated project construction area.
- o. As described in the information provided to the FWS by the Corps and the Agency, the Agency shall complete the shoreline restoration. The plan shall include restoration and revegetation work associated with temporary effects using native California plant species from on-site or local sources. Plant materials from non-local sources may be allowed only upon receipt of written authorization from the FWS. To the maximum extent possible, topsoil shall be removed, cached, and returned to the site according to successful restoration protocols. Loss of soil from run-off or erosion shall be prevented with straw bales, straw wattles, or similar means provided they do not entangle, block escape or dispersal routes of listed animal species. The restoration plan shall contain specific quantifiable criteria to evaluate the success of the restoration and include annual reports for a period of at least five growing seasons after the restoration plan is implemented.
- p. Plastic mono-filament netting or similar may not be used for erosion control or other purposes at the project because the California red-legged frog and its prey species may become entangled or trapped in it and killed through exposure or predation. Acceptable substitutes include coconut coir matting or tackified hydroseed.
- q. The following terms and conditions shall be implemented for borrow sites associated with the Project:
 - 1. The Agency shall require documentation from its contractors and subcontractors that aggregate, fill, or borrow material provided for each project was obtained in compliance with the federal Endangered Species Act (ESA). Evidence of compliance with the ESA shall be demonstrated by providing the Project manager any one of the following:
 - a. a letter from the FWS stating use of the borrow pit area will not result in the incidental take of listed species; an incidental take permit for the contractor-related activities issued by the FWS pursuant to section 10(a)(B) of the ESA;

EXHIBIT D — SPECIAL CONDITIONS

- b. a biological opinion or a letter concurring with a "not likely to adversely affect" determination issued by the FWS to the federal agency having jurisdiction over contractor-related activities; or
 - c. the submittal of information by the Agency's contractor(s) to the Resident Engineer indicating compliance with the State Mining and Reclamation Act and provided the County of Napa land use permits and CEQA clearance.
- 2. If a borrow site that is in compliance with the ESA is not available, the Agency shall either:
 - a. identify/select a site that the FWS has concurred with the "no effect" determination, or;
 - b. request reinitiation of formal consultation on the action considered herein based on new information.
- r. The Agency shall submit the conditions in the deed restriction for the property on which the Project is located to the FWS and the CDFG for approval. The Agency shall provide the FWS and the CDFG with a draft deed restriction for review within sixty working days of the date of issuance of the biological opinion on this Project.
- s. If requested, before, during, or upon completion of ground breaking and construction activities, the Agency shall allow access by FWS and/or CDFG personnel to the Project site to inspect project effects to the California freshwater shrimp, California red-legged frog, and their habitats.
- t. The Agency shall submit a relocation report prepared by the FWS-approved biologist to the Sacramento Fish and Wildlife Office within 40 working days of the date of the completion of the Project. This report shall detail (i) the dates that the species were captured and relocated; (ii) pertinent information concerning the success of implementing the capture and relocation effort, including a description of methods used; (iii) an explanation of failure in implementing and meeting the goals of species capture and relocation, if any; (iv) the number of species captured and methods used; (v) occurrences of incidental take, if any; (vi) location and description of the site where the captured species were located; (vii) a description of an captured and methods used: (v) occurrences of incidental take, if any; (vi) location and description of the site where the captured species were located; (vii) a description of an observations pertinent to the behavior and fate of released species; and (viii) other pertinent information.
- u. The Agency shall submit a post-construction compliance report to the Sacramento FWS Office within 40 working days of the date of the completion of the Project. This report shall detail the (i) dates that construction occurred; (ii) pertinent information concerning the success of the Project in meeting avoidance and minimization measures; (iii) an explanation of failure to meet such measures, if any; (iv) pertinent information concerning the success of the Project in meeting the proposed design of the shoreline restoration, and bank protection; (v) an explanation of the failure to construct Project elements as designed, if any; (vi) known Project effects on the special status species, if any; and (vii) occurrences of incidental take, if any.

EXHIBIT D — SPECIAL CONDITIONS

- v. The FWS and the CDFG shall be notified within one working day of the discovery of death or injury to a California freshwater shrimp, or a California red-legged frog that occurs due to project related activities or is observed at the Project site. Injured California red-legged frogs shall be cared for by a licensed veterinarian or other qualified persons such as the FWS-approved biologist. Notification must include the date and time, and location of the incident or of the finding of a dead or injured animal clearly indicated on a USGS 7.5 minute quadrangle or other maps at a finer scale, as requested by the FWS, and any other pertinent information. Dead individuals of any of these two listed species shall be sealed in a zip-lock plastic bag containing a paper with the date and time when the animal was found, the location where it was found, and the name of the person who found it, and the bag containing the specimen frozen in a freezer located at a secure site.

EXHIBIT E — APPLICATION

See Nonpoint Source and Estuary Enhancement Loan Application dated February 24, 2006, attached hereto.

Friday, February 24, 2006

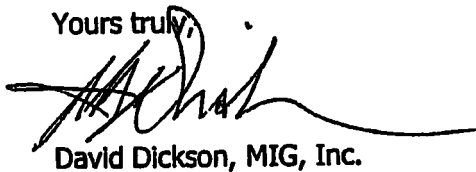
Ahmad Kashkoli
State Water Resources Control Board
Division of Financial Assistance
PO Box 100
Sacramento, CA 95814

Dear Ahmad,

Enclosed are the disks you requested plus 1 hard copy of the revised Application.
Please let me know what else you might need.

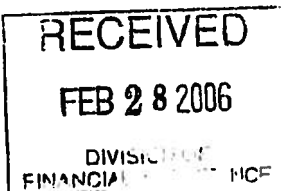
Thanks for you help.

Yours truly,

A handwritten signature in black ink, appearing to read "David Dickson", with a long horizontal flourish extending to the right.

David Dickson, MIG, Inc.

707 479-8491



**STATE WATER RESOURCES CONTROL BOARD
NONPOINT SOURCE AND ESTUARY ENHANCEMENT
LOAN APPLICATION
State Revolving Fund**

APPLICANT INFORMATION

A. Full Legal Name of Agency (Applicant)

City of St. Helena

B. Mailing Address

1480 Main Street
St. Helena, CA 94574

C. Applicant's Authorized Representative

Bert Johanson.
City Manager
1480 Main Street
St. Helena, CA 94574

D. Applicant's Engineer

Jonathon Goldman , Project Engineer
California Registration Number C042165
City of St. Helena
1480 Main Street
St. Helena, CA 94574
(707) 967-2792

E. Contact People

Principal Contact:

Karen Scalabrini, Finance Director (707) 967-2792

Alternate Contact:

Dave Dickson, MIG, Inc., Senior Consultant (707) 479-8491

PROJECT INFORMATION

A. Project Title

St. Helena-Napa River Flood Protection and Estuary Restoration Project

B. County

County of Napa

C. Water bodies Affected

Napa River which is a tributary to San Pablo Bay
Sulphur Creek which is a tributary to Napa River

See attached Maps:

1. Napa County, which is the Flood Control District boundary
2. Napa River Watershed, which depicts the drainage area of the Napa River
3. St. Helena-Napa River Project Map

D. Nature of Project

☒ Urban Runoff
☐ Construction/Land Development
☐ Road Construction and Maintenance
☒ Agricultural Surface Runoff
☐ Agricultural Subsurface Drainage
☐ Grazing/Dairies
☐ Silviculture
☐ Other _____

☒ Estuary Enhancement

Storm water treatment and sediment management linked to flood protection. Aquatic and terrestrial habitat restoration.

E. Describe the Estuary Enhancement Project/Problem and
F. Proposed Solution

The Project, otherwise known as the St. Helena-Napa River Flood Protection and Estuary Restoration Project, is to implement an alternative to traditional flood protection that will include water quality and estuary enhancement benefits. The Project will provide "Living River" flood protection to over 350 vulnerable senior citizens who reside at the Vineyard Valley Mobilehome Park which was built in the Napa River floodway in the early 1970's, as well as other residences in the area.

The Project is multi-objective as stated in the SF Regional Board's Letter of Recommendation for placement of this Project on the Statewide Priority List. (Attached)

The Project will encompass approximately one mile of Napa River from Pope Street to Pratt Street in the City of St. Helena (City). The Project will also focus on Sulphur Creek, which drains into the Napa River (River) adjacent to the mobilehome park. (See attached Project Site Plan)

The City will buy out and relocate over 30 mobile homes away from the river and out of the floodplain to allow the River to widen and meander during high flows, thus creating a more natural riverine system. The Project recreates the historical floodplain terraces. The City of St. Helena will own all of the land within the Project boundaries. These lands will be used to recreate historical floodplain terraces, side channels and riparian habitat. The Project improves aquatic habitat for Special Status Species including Steelhead, Chinook Salmon and California Freshwater Shrimp.

The Napa River has been classified as an impaired water body due to excessive sedimentation, nutrients, and bacteria. The Project will enhance water quality by returning this project reach of the Napa River to a more natural state. This will increase the quantity and quality of natural floodplain terraces, reverse river channel incision, prevent excessive sedimentation and improve the riparian vegetation and aquatic habitat.

The terraces will create a more efficient system of nutrient removal, and the riparian vegetation will help stabilize the riverbanks. In addition, dry weather runoff and the first flush from storm events from the urban area will be filtered through the newly constructed floodplain terraces, thus removing concentrations of pollutants before reaching the River.

This Napa River Upland is a major component of the SF Bay Estuary which will be enhanced as recommended in the SF Estuary Project CCMP and its Baylands Ecosystem Goals Report.

The Project is consistent with the Comprehensive Conservation and Management Plan (CCMP) of the San Francisco Estuary Project. Actions called for in the CCMP that are supported by the Project include:

- (A) Providing flood protection in a manner that is consistent with geomorphic principles and protective of the aquatic and riparian habitats.
- (B) Restoring adjacent riverine habitats.
- (C) Restoring and enhancing riparian habitat.

- (D) Improving habitat for endangered, threatened, or special status species including steelhead trout, California freshwater shrimp, clapper rail, and others are found in the project area).
- (E) Reconnecting portions of the floodplain with the River.
- (F) Improving regional monitoring by implementing adaptive management.

This Upland area of the SF Estuary provides critical habitat and spawning locations and are integral areas of the SF Estuary as outlined in the CCMP for the SF Bay Estuary, the CCMP's primary Goals and Objectives document, the Baylands Ecosystem Goals Report, and the local Napa County Living River Guidelines.

The Project also directly addresses water quality in the impaired Napa River under the draft TMDL for sediment. Actions called for in the draft TMDL that are supported by this project include

- (1) Restoring the Project Reach of the Napa River to a more geomorphically based, sustainable channel configuration.
- (2) Reversing the effects of channel incision in this reach of the Napa River
- (3) Restoration of natural bar-pool topography and flood-plain connectivity needed to protect other rare or threatened species, including California freshwater shrimp, that are distributed solely or primarily in the Napa River.

<http://www.waterboards.ca.gov/sanfranciscobay/> (Download Sediment TMDL Report from this site.

Enclosed Planning Studies and documents:

- 1. Final Environmental Impact Report-City of St. Helena Comprehensive Flood Protection Project, January 2004, State Clearinghouse # 2002012078
- 2. Addendum to the FEIR dated November, 2005.

G. Have you spoken with staff of the Regional Water Quality Control Board concerning this project?

The San Francisco Bay Regional Water Quality Control Board has been intimately involved in the design of this Project including Tobi Tyler, representative to Napa County, and Dr. Ann Riley, the Regional Board's River Geomorphologist. These representatives actively participated in a Technical Design review committee for the project and actively promoted integration of stormwater treatment and sediment management elements to this multi-objective project design. The SF Regional Board recommended assistance from the SRF program to help fund the water quality elements of the Project. See attached Letter of Recommendation from the SF Regional Board for placement of this project on the Statewide Priority List.

Contacts:

A.L. Riley (510) 622-2300

H. Please list all required permits and expected dates of completion.

In order to proceed with this project, the following agency approvals and permits are necessary. These permits and approvals must be obtained prior to the start of construction.

- ☐ California Department of Fish and Game (CDFG) Streambed Alteration Agreement;
- ☐ U.S. Army Corps of Engineers (Corps) 404 Permit;
- ☐ State Water Resources Control Board (SWRCB) Section 401 Water Quality Certification;
- ☐ Consultation with the State Historic Preservation Officer (SHPO);
- ☐ Bay Area Regional Water Quality Control Board (RWQCB) National Pollution Discharge Elimination System (NPDES) permit;
- ☐ U.S. Fish and Wildlife Service (USFWS) and National Oceanic and Atmospheric Administration (NOAA) Fisheries Section 7 consultation with the Corps as part of the 404 permitting process;

I. What water quality objectives have been exceeded?

The Napa River has been classified by the State Board and Federal EPA as an impaired waterway, due to excessive sedimentation, nutrients, and bacteria.

This Project will address all three of these problems and generally improve the water quality of the Napa River:

Sediment: The geomorphic design of the Upper Napa River Estuary restoration will improve the overall sediment transport dynamics of the river system, in turn improving and creating substantial habitat for migratory and spawning salmon and steelhead.

Nutrients: Wetland plants are known to assist in nutrient removal. The project restores and creates substantial amounts of riverine habitat.

Non-Point Pollution: Currently, when the Napa River floods in the urban areas of the City of St. Helena, unmanaged flows wash over commercial, industrial, and other active land uses and contribute to contamination of the Upper Napa River Estuary. In the City of St. Helena, the Napa River overflows its banks even during the smaller 5-year flooding events. Managing floods in the urban areas will improve the water quality of the Estuary.

J. Method of compliance with California Environmental Quality Act (CEQA):

The Final Environmental Impact Report (EIR) for the Project was certified by the City of St. Helena on March, 2004. The FEIR has been prepared pursuant to the California Environmental Quality Act (CEQA).

An Addendum to the Final EIR for the Project was certified by the City of St. Helena in November, 2005.

These documents and related studies, appendices and project information are contained in the enclosed CD entitled St. Helena Comprehensive Flood Project, March 10, 2004

State Clearinghouse Number: 2002012078

K. Have any public meetings or other forums been held regarding this project? Please summarize the results.

Early in the study, a comprehensive public involvement strategy was developed to ensure that agencies, organizations, and individuals potentially affected by the project, or with an interest in the project, would be included in the process. A Measure A Steering Committee was formed in 1999 to bring together the various elected officials, local groups, affected stakeholders and residents including elected City and County officials and staff, a representative from FONR, a representative of the VVMHP owners, and local citizens to provide input on the flood study and review recommended strategies.

The Committee has remained active since its formation, providing input on the joint study and development of subsequent hydrology and other technical studies. The Committee also provided input on the draft feasibility study presented to Council in December 2001 and July 2002. The VVMHP Homeowners Association became involved in June 2001, and residents of Hunts Grove Apartments were kept informed of the planning process. A Council subcommittee and project study team also met on a regular basis to discuss and implement community outreach strategies and monitor the study's progress.

In 2002 FONR established the St. Helena flood project sub-committee that requested that the City consider adding a relocation plan to the list of alternatives. The City, Measure A Steering Committee, and planning team responded by including the VVMHP relocation alternative and created a Technical Panel that included representation from the FONR, VVMHP residents, Corps of Engineers, State Water Resources Control Board, and resource agencies. The City hired a firm that provided the Technical Panel expertise on geomorphic and habitat suitability. The Technical Panel was given an opportunity to review and provide input into the firm's reports.

With an initial list of alternatives, the public was involved in the initial environmental scoping process to aid in developing flood reduction measures. Copies of the NOP, revised NOP, and comments on both documents are included in CD provided. Minutes from public meetings regarding the flood protection project are available upon request from the City of St. Helena.

In addition to the required EIR scoping process, community outreach and input has played a significant role in developing the alternatives and identifying issues to be addressed in the DEIR and feasibility study. The City Council has placed emphasis on establishing a collaborative community outreach and education process to inform and involve various community members and groups as the flood study progressed. Discussions regarding the flood study and issue identification have taken place with various stakeholders including VVMHP homeowners association, Fulton Avenue residents, and adjacent property owners. Meetings have also been held with the St.

Since March 2002, the City Council directed the study team to expand the outreach to stakeholder groups and the community with the intention of receiving additional input on the study alternatives. The subsequent outreach included meetings and/or communication with the following groups and individuals:

- ☐ Napa County Flood Control and Water Conservation District
- ☐ Federal Emergency Management Agency
- ☐ California Department of Fish and Game
- ☐ San Francisco Bay Regional Water Quality Control Board
- ☐ Vineyard Valley Mobile Home Park Homeowners Association
- ☐ Vineyard Valley Mobile Home Park, Park Owners
- ☐ U.S. Army Corps of Engineers
- ☐ NOAA Fisheries
- ☐ Friends of the Napa River
- ☐ U.S. Fish & Wildlife Service
- ☐ Native American Heritage Commission
- ☐ California Department of Water Resources
- ☐ California Department of Transportation
- ☐ Office of Historic Preservation
- ☐ St. Helena City Council, Flood Subcommittee
- ☐ Measure A Steering Committee
- ☐ Napa County Resource Conservation District
- ☐ Sulphur Creek Restoration Stewardship Group
- ☐ Napa Valley Wine Growers Association
- ☐ Living Rivers Council
- ☐ Private Property Owners

L. Estimated time schedule.

Attached is a copy of the overall Project Schedule. The Planning, Engineering and Design (PED) has been on-going for several years and some elements of planning and design will continue through the construction phase continues over a six year period through 2008.

FINANCIAL INFORMATION

A. Amount of Loan Request

The Napa County Flood Control and Water Conservation District requests a loan of \$12,000,000.

Estimated Project Capital Costs and Funding Summary:

Cost Classification	SWRCB Program Share, \$	Applicant's Share, \$	Other Loans or Grants, etc., \$	Total, \$
A. Facilities Construction	\$7,000,000	\$6,375,000		\$13,375,000
B. Facilities Planning (a, c)		\$4,600,000		\$4,600,000
C. Facilities Design (a)				Included in E
D. Administration and Legal (a)				Included in E
E. Land and Right-of-Way (b)	\$5,000,000	\$3,125,000		\$8,125,000
F. Prime Engineering (a, c)				
G. Contingencies		\$3,000,000		\$3,000,000
H. Relocation Payments (a, c)		\$6,000,000		\$6,000,000
I. Engineering Services During Const. (a)				Included in A
J. Other Costs (Explain)				
K. Total Capital Costs	\$12,000,000			
L. Additional Cash Flow Needs (d)	Not Fundable			
M. Total Funding Requirements	\$12,000,000	\$23,100,000		\$35,100,000

- (a) An allowance may be provided for planning, design, legal, engineering during construction, relocation payments, and administration costs. For details, please refer to the guidelines of the corresponding program.
- (b) WRCP Program only.
- (c) SRF Loan Program and SCG Program only.
- (d) This is the amount in excess of the total capital costs needed to cover cash flow requirements during construction. This amount is obtained from the cash flow analysis in the Construction Financing Plan.

C. Term of Loan

The interest rate on an SRF loan is 50% of the interest rate on the most recently sold general obligation bond. The maximum amortization period is 20 years. The borrower will begin making annual repayments of principal and interest one year after the first disbursement of loan funds.

The City will generate enough Measure A Flood Protection and Watershed Improvement Sales Tax to pay off the loan by 2018. However, the City is requesting a 20 year loan term to provide maximum flexibility to manage cash flow. The loan agreement carries no penalty for early payoff.

D. Dedicated source of revenue to repay the loan.

The City of St. Helena is entitled by law to 10.6 % of all sales tax collected in Napa County under the 1/2 cent Measure Napa County Flood Protection and Watershed Improvement Sales Tax Ordinance adopted by Napa County voters in 1998. The tax is in place through Year 2018. Current conservative estimates provided by the Napa County Auditor for City of St. Helena revenues is \$27.5 million. These monies will be dedicated to repayment of the loan.

The City will prepare a Revenue Plan for submission to the Board in accordance with the SWRCB POLICY FOR IMPLEMENTING THE STATE REVOLVING FUND FOR CONSTRUCTION OF WASTEWATER TREATMENT FACILITIES.

The Revenue Plan will be submitted as part of the Loan Contracting process.

A loan Repayment Resolution adopted by the St. Helena City Council is attached.



Terry Tumminia
Secretary for
Environmental
Protection

California Regional Water Quality Control Board
San Francisco Bay Region

1515 Clay Street, Suite 1400, Oakland, California 94612
(510) 622-2300 • Fax (510) 622-2160
<http://www.swrcb.ca.gov/rwqcb2>



Arnold Schwarzenegger
Governor

TO: State Water Resources Control Board
Division of Financial Assistance
1001 I Street
Sacramento, CA

FROM: Bruce H. Wolfe
Executive Officer
**SAN FRANCISCO BAY REGIONAL
WATER QUALITY CONTROL BOARD**

DATE: July 2, 2004

**SUBJECT: St. Helena-Napa River Flood Protection, Restoration and Stormwater
Treatment Project- Recommendation for SRF Priority List**

This letter is intended to recommend that the State Water Resources Control Board place the above referenced Project and Application for a State Revolving Fund (SRF) loan in the amount of \$12 million on the Statewide Priority List. The San Francisco Regional Water Quality Control Board is in support of the project and the application for SRF loan funds.

Our staff, including Tobi L. Tyler and A.L. Riley, have been actively involved over the last several years in project planning and guidance prior to the formal environmental review and through formal comments on the recently certified Final Environmental Impact Report for the City of St. Helena Comprehensive Flood Protection Project. We have encouraged the City throughout their planning and environmental review process to make the project multi-objective-addressing stormwater runoff, sedimentation and aquatic and terrestrial habitat – instead of a single objective flood control project. The City has responded by adding project elements to incorporate these needs within the floodplain terraces and throughout the project design.

Our comment letter on the final CEQA-EIR document dated September 24, 2003 concludes that the Project will vastly improve existing conditions and go a long way toward accomplishing the multi-objective approach to restore a healthy stream eco-system while providing flood protection benefits to the community.

Please contact Tobi L. Tyler, (510) 622-2431, if you desire additional information or have any questions.

Cc Steve Rodriguez-SWRCB
Mayor Ken Slavens-City of St. Helena

Preserving, enhancing, and restoring the San Francisco Bay Area's waters for over 50 years

CITY OF ST. HELENA

RESOLUTION NO. 2006-14

**APPROVING REPAYMENT FOR THE CITY OF ST HELENA FLOOD
CONTROL PROJECT STATE REVOLVING FUND LOAN FROM THE
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

RECITALS

- A. The City desires to achieve flood protection and estuary restoration by implementing and constructing the Flood Protection Project as described in the City of St. Helena Flood Protection Project Final Environmental Impact Report dated January, 2004 and Amended November, 2005.
- B. The City has applied to the State Water Resources Control Board for a State Revolving Fund (SRF) Loan to assist in the overall financing plan for the Project, under the Estuary Restoration and Non-point Source Expanded Use Policy Guidelines for the SRF.
- C. The SRF Loan program requires that a dedicated source of funds for repayment of the loan be identified and pledged by the applicant in Resolution form as part of the application for Loan.
- D. The City is entitled to receive 10.6% of proceeds under Napa County Measure A Flood Protection and Watershed Improvement Sales Tax Ordinance of 1998, which is projected to be in excess of \$27 million through the year 2018.
- E. The City desires to pledge a portion of such revenues for repayment of the Loan.

RESOLUTION

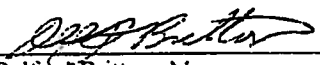
NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The City hereby states its intention and reasonably expects to repay Project Loan funds received in annual installment through 2018 from its dedicated appropriation of Measure A Flood Protection and Watershed Improvement Sales Tax revenues to be received from the Napa County Flood Authority.
- 2. The reasonable expected maximum principal amount of the Loan funds is \$12,000,000.

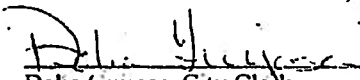
Approved at a Regular Meeting of the St. Helena City Council on January 24, 2006 by the following vote:

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

APPROVED:


Dellford Britton Mayor

ATTEST:


Delia Gujosa, City Clerk



CITY OF ST. HELENA

RESOLUTION NO. 2006-15

DESIGNATING THE CITY MANAGER AS AUTHORIZED REPRESENTATIVE FOR PURPOSES OF APPLICATION, LOAN AGREEMENT, AND ADMINISTRATION OF THE STATE REVOLVING FUND LOAN FOR FLOOD CONTROL

RECITALS

A. The City of St. Helena will be submitting an application to the State Water Resources Control Board for funding of a loan from the State Revolving Fund.

RESOLUTION

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

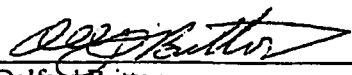
1. That an application be made to the State Water Resources Control Board for funding of a loan from the State Revolving Fund
2. The City Manager of the City of St. Helena is hereby authorized and directed to cause the necessary data to be prepared and investigations to be made in the name of the City of St. Helena and is authorized to sign and file such application with the said State Water Resources Control Board.
3. The City Manager is hereby authorized to execute the resultant loan agreement and any amendments thereof for purpose of securing loan funds.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2006 by the following vote:

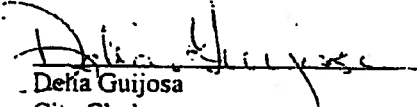
AYES: Councilmembers Sklar, Potter, Novak, Schoch, Mayor Britton

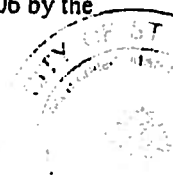
NOES: None

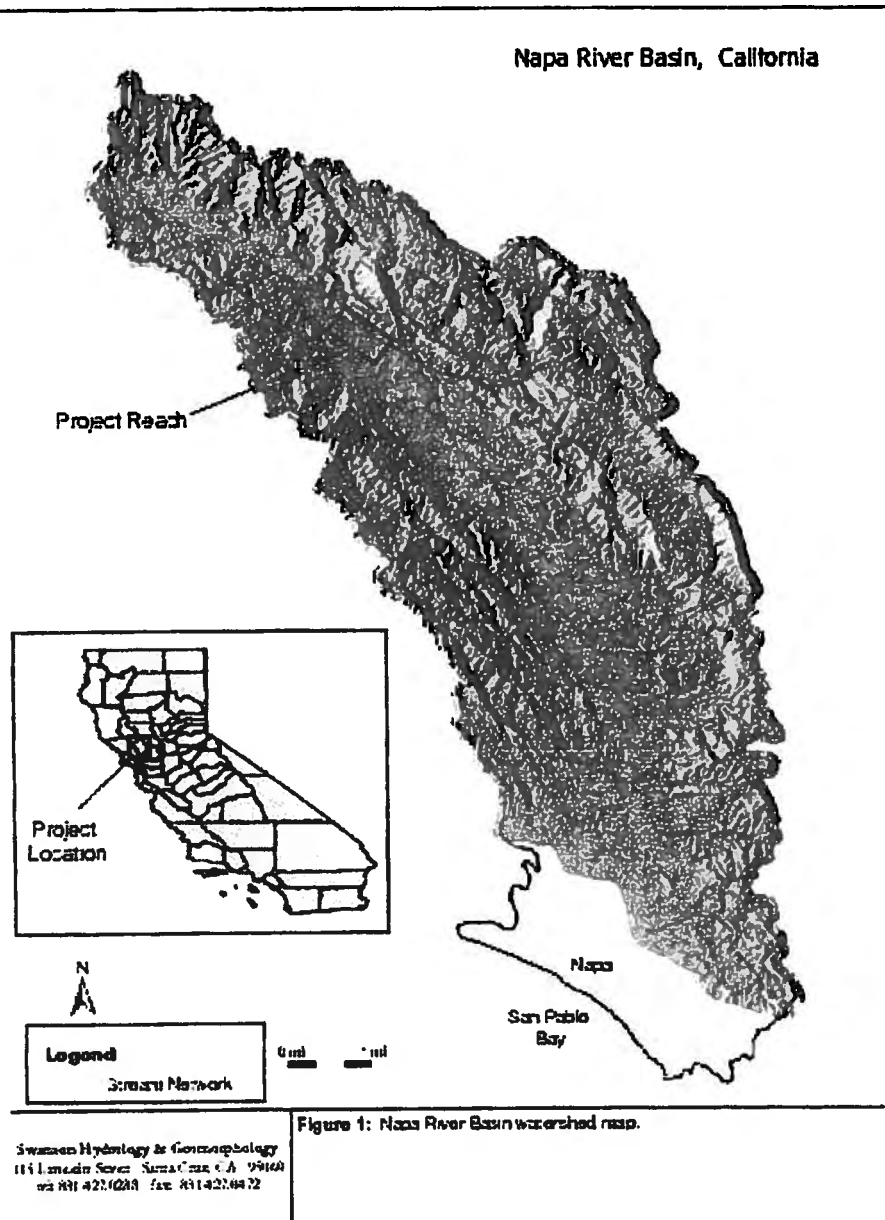
APPROVED:

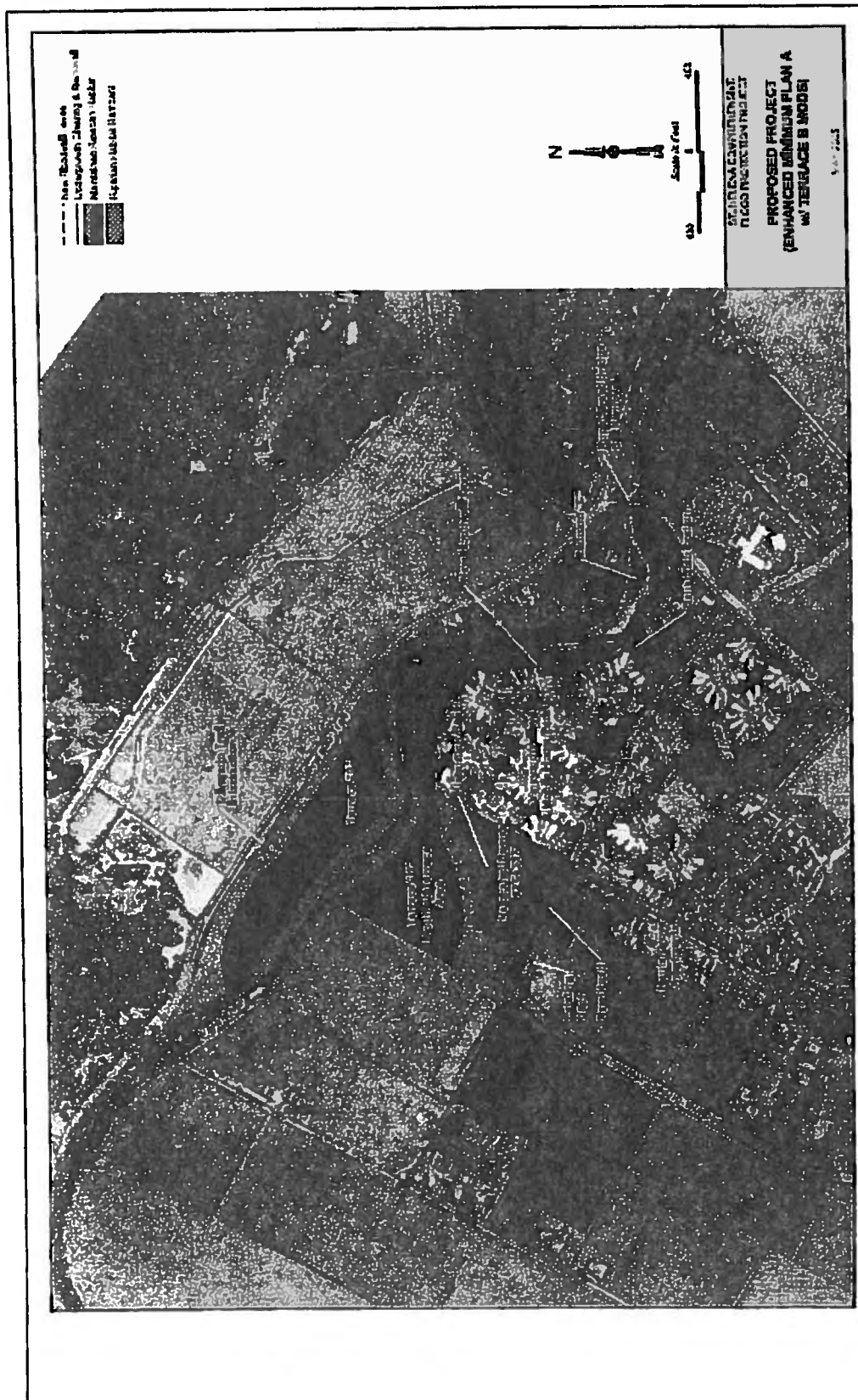

Delford Britton
Mayor

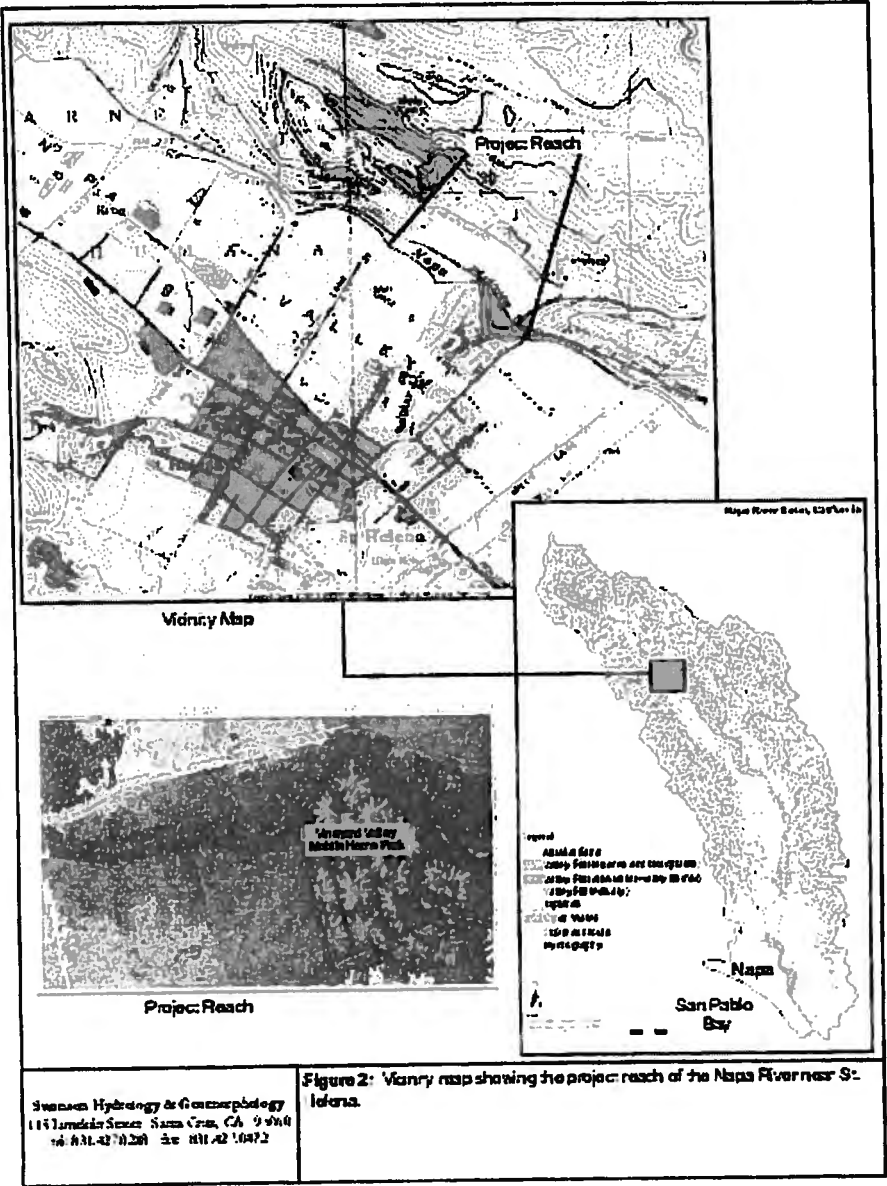
ATTEST:


Delia Guijosa
City Clerk









ID	Task Name	Duration	Start	Finish
1	NTP	1 day	Fri 10/15/04	Fri 10/15/04
2	2. Preliminary Design	343 days?	Mon 10/18/04	Wed 2/8/06
3	Task Order #1	240 days?	Wed 12/1/04	Tue 11/1/05
9	Task Order #2	343 days	Mon 10/18/04	Wed 2/8/06
30	3. Final Design	227 days?	Thu 12/15/05	Fri 10/27/06
31	Subdivision Design Final	90 days	Thu 12/15/05	Wed 4/19/06
32	3.4 Subdivision Engineering/Contract Docs	60 days	Thu 12/15/05	Wed 3/8/06
33	Utility Relocation - by others prior to construction	30 days	Thu 3/9/06	Wed 4/19/06
34	Flood Protection Project - Final Design	220 days?	Mon 12/28/05	Fri 10/27/06
35	3.1 Environmental Restoration	189 days?	Tue 2/7/06	Fri 10/27/06
43	3.2 Drainage System	220 days	Mon 12/26/05	Fri 10/27/06
49	3.5 Levees/Floodwalls/Roads	177 days	Thu 2/9/06	Fri 10/13/06
57	4. Permitting	588 days	Mon 10/18/04	Wed 1/17/07
66	5. Public Outreach (Optional)	24 wks	Thu 2/9/06	Wed 7/26/06
67	6. FEMA Certification	564 days	Tue 11/13/05	Fri 12/28/07
73	7. Design Support During Construction	431 days	Thu 3/9/06	Thu 11/1/07
74	Subdivision	215 days	Thu 3/9/06	Wed 1/3/07
75	Bidding Period	40 days	Thu 3/9/06	Wed 5/3/06
76	Construction support	175 days	Thu 5/4/06	Wed 1/3/07
77	Start Construction - Subdivision	0 days	Wed 5/3/06	Wed 5/3/06
78	Flood Protection Project	274 days	Mon 10/16/06	Thu 11/1/07
79	Bidding Period	40 days	Mon 10/16/06	Fri 12/8/06
80	Construction Support	11 mos	Fri 12/29/06	Thu 11/1/07
81	Start Construction - Flood Protection	0 days	Fri 12/8/06	Fri 12/8/06
82	8. Right of Way	315 days	Mon 8/1/05	Fri 10/13/06
85	CONSTRUCTION ACTIVITIES	387 days	Thu 5/4/06	Fri 10/26/07
86	Element C	20 days	Thu 5/4/06	Wed 5/31/06
87	Subdivision (Relocation Site) Construction	180 days	Thu 5/4/06	Wed 1/10/07
88	Clear and grub - Home Pads	20 days	Thu 5/4/06	Wed 5/31/06
89	Excavate Terrace B -Construct Home Pads	40 days	Thu 8/1/06	Wed 7/26/06
90	Construct Home Foundations	60 days	Thu 8/29/06	Wed 9/20/06
91	Construct Water, Sewer, Storm Drain and Streets	60 days	Thu 7/27/06	Wed 10/18/06
92	Construct Underground Utilities, Gas, Cable, Electricity, Street Lig	80 days	Thu 10/19/06	Wed 1/10/07
93	VVMHP Relocation	153 days	Thu 2/1/07	Mon 8/3/07
94	Install New Homes to Foundations (by Others)	60 days	Thu 2/1/07	Wed 4/25/07
95	Move Residents (By Others)	40 days	Thu 3/1/07	Wed 4/25/07
96	Disconnect/Remove Existing Utilities (Gas, Cable, Electricity)	40 days	Thu 3/15/07	Wed 5/8/07
97	Cap and Remove Water, Sewer, Stormdrain Pipelines	70 days	Thu 4/12/07	Wed 7/18/07
98	VVMHP Demolition	45 days	Tue 7/3/07	Mon 8/3/07
99	Flood Protection Components	202 days	Thu 1/18/07	Fri 10/26/07
100	Construct Terrace A	140 days	Thu 1/18/07	Wed 8/1/07
101	Construct Terrace B	140 days	Thu 1/18/07	Wed 8/1/07
102	Construct Levee & Flood wall	202 days	Thu 1/18/07	Fri 10/26/07
103	Construct Bank Stabilization	75 days	Mon 7/16/07	Fri 10/26/07
104	Construct Water Treatment Plant Flood Facilities	120 days	Wed 4/18/07	Tue 10/2/07

EXHIBIT F — PROJECT FUNDING COSTS AND CONSTRUCTION SCHEDULES

Project Item	Estimated Dates	Estimated SRF Loan Items Cost*	Project Costs from Other Sources**
Pre-SRF Loan Project Items			Spent/Obligated/ Funded to Date
Land, mobile homes purchased by City and relocation	Completed & Obligated		\$7,963,000
Engineering/Environmental	Completed & Obligated		\$4,786,000
Project management	On-Going		\$811,000
Miscellaneous (legal, etc)	Completed		\$1,378,000
Post SRF Loan Project Items			
Demolition	2007		\$460,000
Cultural Resource Recovery Clearance and Utility Removal	October 2007		\$400,000
Property Acquisition. Acquisition of Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) on west side of Napa River	October 2007	\$2,000,000	\$1,500,000
Initiate Construction Contract Bidding	November 2007	\$5,000,000	
Tree Removal	February 2007		
City Council Award Construction Contract	February 2007		
Contractor Mobilization	March 2008		
Construct terrace, floodwall, storm drain, detention basin, shoreline restoration, bank protection, revegetation and pedestrian interpretative access.	2008- 2009	\$4,100,000	\$2,000,000
TOTAL		\$11,170,000	\$18,438,000
*This is an estimated cost. If the funds specified for the specific item are not used it can be transferred to other construction or land acquisition items listed in the table. The Applicant needs to notify the Project Manager of in writing prior to making any changes to the Project Cost Schedule. ** Measure A Senior Bonds, Federal Emergency Management Agency-Hazardous Mitigation Grant Program, Flood Protection Corridor Project, City General Fund and Assessment District			

EXHIBIT G — PROJECT APPROVAL LETTER

See Project Approval Letter dated June 20, 2007.



Linda S. Adams
*Agency for Environmental
 Protection*

State Water Resources Control Board

Division of Financial Assistance
 1001 I Street • Sacramento, California 95814
 P.O. Box 944212 • Sacramento, California • 94244-2120
 (916) 341-5700 • FAX (916) 341-5707 <http://www.waterboards.ca.gov>



Arnold Schwarzenegger
 Governor

JUN 20 2007

CERTIFIED MAIL NO. 7003 0500 0003 1325 4993
 Return Receipt Requested

Mr. Bert Johansson
 City Manager
 City of St. Helena
 1480 Main Street
 St. Helena, CA 94574

PROJECT APPROVAL (PA) FOR CITY OF ST. HELENA (CITY); ST. HELENA-NAPA RIVER FLOOD PROTECTION AND ESTUARY RESTORATION PROJECT (PROJECT); STATE REVOLVING FUND (SRF) LOAN PROGRAM; SRF LOAN NO. C-06-6093-110

Dear Mr. Johansson:

The Federal Water Pollution Control Act (Clean Water Act (CWA)), as amended in 1987, provides for establishment of a SRF Loan Program. The SRF Program uses Federal grants and State bond funds to implement the CWA and various State laws by providing financial assistance for the construction of wastewater treatment facilities, storm water projects, and implementation of expanded use projects to prevent pollution of State waters.

Through the SRF Program, the Expanded Use Program includes funding for projects that implement the "Plan for California's Nonpoint Source Pollution Control Program" (NPSCP) or develop and implement an estuary Comprehensive Conservation and Management Plan (CCMP). The St. Helena-Napa River Flood Protection and Estuary Restoration Project, herein called the Project, is consistent with both the NPS and CCMP requirements, making it eligible for SRF funding.

The San Francisco Bay Regional Water Quality Control Board (San Francisco Regional Water Board) supports the funding and implementation of this Project. The Project will further the San Francisco Regional Water Board's goals and objectives relating to their sediment Total Maximum Daily Load (TMDL) for the Napa River.

PROJECT DESCRIPTION AND BENEFITS

On February 24, 2006, the City submitted an application to the State Water Resources Control Board (State Water Board) requesting \$12,000,000 from the SRF Loan Program for implementation of a flood protection, storm water treatment, and estuary restoration project on the Napa River.

The City will buy out 17 mobile home sites and remove them from the immediate river bank. This allows for widening the River flow area, creating a more naturalistic riverine system and to restoring a relatively wide native riparian vegetation corridor. The new City-owned lands within the Project boundaries will be used to recreate historical floodplain terraces, side channels, and riparian habitat. The wider terraces also allow for re-routing of urban runoff that is presently discharged directly into the river. With the Project, filtration and treatment will occur within detention basins, grass-lined swales and naturalistic channels, promoting fine

California Environmental Protection Agency

Recycled Paper

Mr. Bert Johansson
City of St. Helena

- 2 -

JUN 20 2007

sediment and nutrient removal. Riparian vegetation plantings and new bioengineered bank protection will stabilize eroding riverbanks and reduce fine sediment supply. The Project will improve aquatic habitat for Special Status Species including Steelhead, Chinook Salmon, and California Freshwater Shrimp.

The Project includes:

- Restoring eight acres of floodplain by planting and terracing, to re-establish native habitat;
- Increasing the width of the River corridor from 200-300 feet to 1,000 feet to increase overbank flow resistance and restore natural processes;
- Replacing 600 linear feet of barren, hard grouted rock with an ecologically functional, bioengineered shoreline which will provide habitat for the endangered California Freshwater Shrimp and threatened salmonids;
- Increasing vegetation along the channel for cover, food, and water temperature moderation;
- Improving salmonid habitat, including cover and high flow refugia for migrating and rearing salmonids;
- Increasing urban runoff filtration and attenuating flow to reduce pollutants discharged to the Napa River including fine sediment and nutrients;
- Implementing adaptive management measures to optimize in-channel native vegetation, cover and maintain actual flood capacity; and,
- Removing non-native exotic species, including giant reed and himalayan blackberry

The Project is consistent with the CCMP of the San Francisco Estuary Project. Actions that are called for in the CCMP that are supported by the Project include:

- Providing flood protection in a manner that is consistent with geomorphic principles and protective of the aquatic and riparian habitats;
- Restoring and enhancing riparian and riverine habitat;
- Improving habitat for endangered, threatened, or special status species including Steelhead, California freshwater shrimp, clapper rail, and others found in the Project area;
- Reconnecting portions of the floodplain with the river; and
- Improving regional monitoring by implementing adaptive management.

The Napa River has been classified as an "Impaired Water Body" and is on the 303 (d) List due to excessive sedimentation, nutrients, and bacteria. This Project will improve water quality of the Napa River by addressing the following:

- Sediment: The geomorphic design of the Project will improve sediment transport dynamics related to coarse gravel transport and maintenance of substrate for spawning and macroinvertebrate production. In addition, the Project will reduce fine sediment sources by stabilizing banks and providing urban runoff detention and filtration.
- Nutrients: The Project will create substantial groundcover vegetation in the Project area. The increased vegetation will filter urban runoff prior to discharge into receiving waters.
- Non-Point Pollution: Discharge of non-point pollutants into the Napa River will decrease with the Project. Two sources will be treated: 1) urban runoff collected during most rainstorms in the City streets will be routed through a new system of grass lined swales, detention basins and naturalistic channels before being discharged into the river, and 2) the Project will remove urban and agricultural vineyard land bordering the river that currently acts as a source of sediment and other urban pollutants when the Napa River overflows its banks during ten-year flood events. Managing the natural flood plain will also improve the water quality discharged from the river to the Estuary.

JUN 20 2007

- Stormwater rerouting and treatment: Storm drain outfalls which currently discharge directly into the Napa River will be re-routed through grass-lined swales that drain into and through Terrace B. These stormwater systems will provide for settling and filtration of the stormwater before it is released to the Napa River.

The Project, encompassing a one-mile reach of Napa River between Adam Street and Pope Street, will protect the Vineyard Valley Mobilehome Park (VVMHP) and the Hunt's Grove Apartments, as well as restore riparian habitat to provide "Living River" flood protection to over 350 vulnerable senior citizens who reside there. The Project will enhance hydrology by returning the floodplain of the Napa River to a more natural state. The Project is designed to create new natural floodplain and terrace surfaces which will bring seasonal groundwater and soil moisture closer to the surface and support native riparian forest. Restoration activities will reverse the effect of historic, anthropogenic river channel incision, prohibit excessive sedimentation, and improve the riparian vegetation and aquatic habitat.

PROJECT IMPLEMENTATION

The Project will be implemented in two phases. The City has received multiple bids for the construction of the Project. The lowest bid received for construction of the project is \$9.17 million. According to the information provided, Phase I of the Project will cost approximately \$7,000,000; it will include construction of levees, storm water detention basin, and land acquisition. Phase I will be implemented between June 2007 and December, 2007, avoiding the rainy season. Phase II of the project will cost \$4,170,000; it will include shoreline restoration, bank protection, and complete floodwall. Phase II will be implemented between October 2008 and December 2008. A detailed break down of the costs and the work to be carried out in different phases is provided in the Project Cost and Construction Schedule table below.

The City has received all the required permits for the Project, including Army Corps of Engineer 404 permit, United States Fish and Wildlife Service and National Marine Fisheries Services Section 7 Consultation, California Department of Fish and Game Streambed Alteration Agreement, and San Francisco Regional Water Board Section 401 Water Quality Certification.

LOAN REPAYMENT ANALYSIS

The City is entitled by law to 10.6 percent of all sales tax collected in Napa County under the ½ cent Measure A, Napa County Flood Protection and Watershed Improvement Sales Tax Ordinance adopted by voters in 1998. This tax will remain in place through the Year 2018. According to the Napa County Auditor, based on current conservative estimates, the City's total share of the revenue collected from Measure A will be \$30,000,000.

A portion of the City's share (\$18.5 million) is dedicated to debt service for repayment of revenue bonds issued in 2005. The remaining \$11.5 million from the Measure A fund will be used to repay this SRF Loan. The City on January 23, 2007, passed a resolution dedicating the remaining Measure A funds (\$11.5 million) to repayment of the SRF Loan. The City will invest the Measure A funds in a special fund dedicated to the repayment of SRF loan. Conservative investment of the funds is expected to increase the amount available for repayment of the SRF loan to about \$13 million.

Assuming an loan interest rate of approximately 2.5 percent, the City appears to have sufficient revenue to repay a loan of \$9.17 million (total principal and interest of about \$11.76 million) for the construction costs of the project. At this time the City does not have sufficient revenue to repay a loan for the estimated \$11.17 million total cost of the project (total principal and interest of about \$15.05 million).

Mr. Bert Johansson
City of St. Helena

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The City is pursuing the following funding sources to cover that additional project costs or the repayment of additional loan funds to complete implementation of the project.

- Benefit Assessment District tax on properties to be protected by the Project;
- State Flood Control Subvention Fund;
- The City has submitted an application for a Flood Protection Corridor Project grant fund from Proposition 1E administered by Department of Water Resources;
- Federal Emergency Management Agency-Hazardous Mitigation Grant Program; and,
- Federal Emergency Management Agency Pre-Disaster Mitigation city grant.

PROJECT FUNDING COSTS AND CONSTRUCTION SCHEDULES

Project Item	Estimated Dates	SRF Loan Items Cost	Project Costs from Other Sources *
Pre-SRF Loan Project Items			Spent/Obligated/ Funded to Date
Land, mobile homes purchased by City and relocation	Completed & Obligated		\$7,963,000
Engineering/Environmental	Completed & Obligated		\$4,786,000
Project management	On-Going		\$811,000
Miscellaneous (legal, etc)	Completed		\$1,378,000
Post SRF Loan Project Items			
Phase 1 Construction			
Demolition and Mobilization	2007		\$460,000
Cultural Resource Recovery	2007		\$400,000
Property Acquisition. Land purchases on west side of Napa River	2007	\$2,000,000	\$1,500,000
Phase I Flood Protection-Restoration Project Construction, contractor mobilization, utility relocation, soil improvement, terrace grading, partial floodwall construction, raise berms, finish sitework, detention basin, stormwater pre-treatment, pump station.	06-2007 through 12-2007	\$5,000,000	
Phase 2 Construction			
Phase II Flood Protection and Restoration Project: shoreline restoration, bank protection, complete floodwall, pedestrian interpretative access.	10-2007 through 12-2008	\$4,170,000	\$2,000,000
TOTAL		\$11,170,000	\$18,438,000
* Measure A Senior Bonds, Federal Emergency Management Agency-Hazardous Mitigation Grant Program, Flood Protection Corridor Project, City General Fund and Assessment District			

California Environmental Protection Agency

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PROJECT PLANS & SPECIFICATIONS (P&S)

State Water Board staff have completed a cursory review of the 100% P&S submitted by the City. Based on the review, staff have determined that the P&S are complete. The cost eligibility will be completed after the Project approval has been issued and accepted. After the review is complete, an approval letter will be issued detailing costs eligible for SRF funding. The Division staff understands that the Project is an integrated, multi-objective program, and will work with the City closely in determining eligible costs in order to advance the implementation of the overall Project.

ENVIRONMENTAL IMPACT

State Water Board staff have reviewed the environmental documents and distributed them to the federal agencies for comment. Based on the review, staff has determined that the Project will not result in any significant adverse water quality impacts.

CULTURAL IMPACT

Construction of the Project will adversely affect prehistoric archaeological sites that have been determined eligible for the National Register of Historic Places. Adverse effects will be resolved in accordance with Section 106 of the National Historic Preservation Act by the implementation of the Memorandum of Agreement (MOA) between the California State Water Resources Control Board, the United States Army Corps of Engineers, and the California State Historic Preservation Officer Regarding the Construction of the St. Helena Comprehensive Flood Protection Project (2006 Plan), Napa County, California (Executed March 2007). Compliance with all conditions and stipulations contained in the MOA will be made a special condition of the SRF Loan Agreement.

OUTSTANDING LAW SUITS

In 2004, the Living River Council (LRC) filed a CEQA lawsuit against the City. The City and LRC settled the lawsuit in 2005. In 2006, the City revised the 2005 project design due to inadequate funding. LRC sued the City for a second time on the basis that the City violated the 2005 settlement agreement. The superior court judge ruled in the City's favor deciding that there was nothing in the settlement agreement prohibiting the City from changing the project design. LRC has appealed the judge's decision, and that appeal is pending. A decision on the appeal is expected in late 2007 or early 2008.

Mr. Bert Johansson
City of St. Helena

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CONDITIONS OF APPROVAL

The execution of the SRF loan agreement for this Project is based on the City agreeing to the following conditions:

- This PA does not guarantee that a SRF loan will be awarded for this Project;
- The determination of cost eligibility will be completed after the PA has been issued by the Division and accepted by the City. The City may jeopardize SRF loan funding if construction begins prior to the Final P&S Approval. Construction after Final P&S Approval and prior to issuance of the loan agreement is eligible for SRF loan funding;
- The State Water Board will only reimburse construction or land acquisition costs;
- The Project will be implemented in two phases. Disbursement will be limited to \$9.17 million until the City is able to dedicate an acceptable source for repayment of loan funds greater than \$9.17 million;
- The City agrees that the implementation of the Project will be in compliance with the National Pollutant Discharge Elimination System (NPDES) Permit issued by the San Francisco Regional Water Board;
- The City agrees that the implementation of the Project will be consistent with all conditions and stipulations contained in the Army Corps of Engineer permit;
- The City agrees that the implementation of the Project will be consistent with all conditions and stipulations contained in the Memorandum of Agreement the City signed in accordance with Section 106 of the National Historic Preservation Act;
- After the execution of the SRF Loan Agreement, the City will be required to submit a quarterly status report to Division staff throughout the implementation of the Project;
- After the execution of the SRF Loan Agreement, the City will be required to annually submit a Report to the Division staff on the monitoring and performance of the Project consistent with guidelines in the Project Assessment and Evaluation Plan. The City will be required to submit an annual report to Division staff until three years past the Project completion, as defined in the loan agreement;
- After the execution of the SRF Loan Agreement, the City will be required to coordinate their Project activities with other State Water Board funded projects within Napa River watershed; and,
- The City must submit a legal opinion from a licensed attorney on whether it can continue to use Measure A proceed to make loan repayments if the Project gets stopped due to litigation. The SRF loan agreement will not be executed until the State Water Board's legal staff has reviewed and approved the opinion.

State Water Board staff reviewed the documentation submitted to date, and find that there is adequate supporting information to approve the Project. Staff plan to recommend that the State Water Board authorize a Preliminary Funding Commitment of SRF Loan funds for the St. Helena-Napa River Flood Protection and Estuary Restoration Project. Land Acquisition costs related to the project for purchases executed after receipt of this PA, but prior to execution of Final SRF Loan Agreement, will be eligible for reimbursement.

This letter constitutes a Final Staff Decision. Division staff will pursue a Preliminary Loan Commitment for the Project after we receive a letter from the City accepting these conditions. To keep this process moving forward, please notify me immediately in writing of your agreement with this letter.

California Environmental Protection Agency

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Mr. Bert Johansson
City of St. Helena

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If you are **NOT** in agreement, then you must request a Final Division Decision within ten working days from the date of this letter. Your request should specify the items of disagreement and suggest the exact changes with which you would agree. Please send the request to:

Ms. Barbara L. Evoy, Deputy Director
Division of Financial Assistance
P.O. Box 944212
Sacramento, CA 94244-2120

Please contact Mr. Ahmad Kashkoli at (916) 341-5855 or by email at akashkoli@waterboards.ca.gov if you have any questions or comments regarding this letter.

Sincerely,



James Maughan
Assistant Deputy Director
Division of Financial Assistance

cc: Ann L. Riley, Region 2
Bruce Wolfe, Executive Officer, Region 2

California Environmental Protection Agency

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Attachment E

City of St. Helena
Agreement No.: 07-817-550-0
ISA No.: C-06-6093-110
Page 1 of 5

EXHIBIT H — FORM OF DEED OF TRUST ON THE PROPERTY

See Form of Deed of Trust on the Property, attached hereto.

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Deed of Trust

This Deed of Trust, dated as of _____, is being executed and delivered by the **City of St. Helena**, a municipality of the State of California whose address for purposes of this Deed of Trust is 1480 Main Street, St. Helena, CA 94574 (attention: Legal Department), to _____ Title Company, ("Trustee"), whose address for reference purposes of this Deed of Trust is _____, for the benefit of the **State Of California**, acting through its State Water Resources Control Board ("**Beneficiary**"), whose address for purposes of this Deed of Trust is 1001 I Street, Sacramento, CA 95814 (attn: SWRCB Deputy Director Financial Assistance). Trustor hereby irrevocably grants, transfers and assigns to Trustee, in trust, with power of sale, for the benefit of Beneficiary, all that certain real property situate in _____ County, California, which is more particularly described in **Exhibit A** which is attached hereto and incorporated herein by this reference (the "**Property**"), on the following terms and conditions, to all of which Trustor hereby agrees:

1. **Purpose.** This Deed of Trust secures the following (collectively, "**Trustor's Obligations**"): (a) payment of all sums due under State of California Loan Contract No. C-_____, dated as of _____, also referred to as State Agreement No. _____ 550-0 (the "**Loan Contract**"), which was entered into by and between Trustor and Beneficiary, pursuant to which Beneficiary made a loan to Trustor in the original principal amount of _____ Million Dollars (\$_____ 00) (including any and all extensions and renewals thereof, whether at a different rate of interest, by a new or additional contract, or otherwise, the "**Loan**"); and (b) performance of each obligation and agreement of Trustor contained in this Deed of Trust and/or the Loan Contract, subject to the terms hereof.

2. **Duties of Trustor.** Trustor shall pay, prior to delinquency, all undisputed ordinary and extraordinary taxes, bonds, and assessments, and all other rates, charges and impositions which shall at any time be assessed, levied, or imposed upon the Property, and Trustor shall appear in, and defend this Deed of Trust in, any action or proceeding affecting or purporting to affect the Property, the security hereof, or the rights of either Trustee or Beneficiary, and take all necessary action to prevent or recover any damage to the Property.

3. **Default.** At the option of Beneficiary, and to the extent permitted by law, Trustor's Obligations shall become due and payable or performable (as the case may be), if any of the following should occur (a "**Default**"):

(a) the Property or any part thereof, or any interest therein, shall hereafter be, or be agreed to be, whether voluntarily, involuntarily, or by operation of law, sold, conveyed, or otherwise transferred or alienated, except in accordance with and as permitted under this Deed of Trust;

(b) the Property or any part thereof, or any interest therein, shall hereafter be subjected to any lien or encumbrance other than: (1) liens for current real property taxes not delinquent; and (2) such other liens as may be permitted under this Deed of Trust;

(c) payment of any monetary portion of Trustor's Obligations, or any part thereof, shall not be made, in the amount(s) provided for under this Deed of Trust and/or the Loan Agreement, following such

notice as may be required under applicable law, but in no event less than thirty (30) days' written notice to Trustor to cure the failure,

(d) there shall be any material failure by Trustor to perform any other non-monetary portion of Trustor's Obligations, following such notice as may be required under applicable law, but in no event less than thirty (30) days' written notice to trustor to cure the failure; or

(e) Trustor shall make an assignment for the benefit of creditors, or be the subject of any bankruptcy, reorganization, insolvency, receivership, liquidation or dissolution proceedings which are not dismissed within sixty (60) days after being commenced.

4. **Remedies Upon Default.** In the event of any Default (as defined above), Beneficiary may, at its option, by written notice to Trustor and Trustee, declare Trustor's Obligations, or any part thereof, immediately due and payable or performable (as the case may be), and upon such declaration Beneficiary or Trustee may do any or all of the following:

(a) Bring an action in any court of competent jurisdiction to foreclose this Deed of Trust as a mortgage, to enforce any of the covenants hereof, or to enforce any of Trustor's Obligations.

(b) Elect to sell the Property or any part thereof, and upon such election Trustee shall: (1) give a notice of default and election to sell the Property, in the manner required by applicable law, but in any event providing Trustor with not less than ninety (90) days to cure the Default; and (2) give, following such cure period, a notice of sale of the Property, in the manner required by applicable law, but in any event providing Trustor with not less than thirty (30) days' notice of the sale; and (3) if Beneficiary so elects, sell the entire Property at the time and place stated in the notice of sale, provided that Trustee may, from time to time, postpone the sale of the Property, following public announcement thereof at the time and place noticed for sale, provided that at least thirty (30) days' prior written notice of the postponed sale is given to Trustee. Trustee shall sell the Property at public auction, to the highest bidder for cash in lawful money of the United States, payable on the date of sale. Trustee shall execute and deliver to the purchaser or purchasers a deed conveying the Property so sold, but without covenant or warranty, expressed or implied, regarding the title or encumbrances, whereupon such purchaser or purchasers shall be let into possession. Beneficiary may purchase at such sale. Out of the proceeds of sale, Trustee shall deduct all reasonable costs, fees and expenses thereof, including reasonable attorneys' fees, and, then shall pay the remaining balance of any monetary portion of Trustor's Obligations, and shall pay the balance of such proceeds, if any, to the order of the person legally entitled thereto.

5. **Full Reconveyance.** Upon payment of all monetary obligations which constitute a part of Trustor's Obligations and upon the written request of Beneficiary, and surrender to Trustee of this Deed of Trust, Trustee shall reconvey all of the estate of Trustee in and to the Property without warranty, by deed conveying such interest "to the person or persons legally entitled thereto".

6. **Request for Notice.** Trustor requests that a copy of all notices required by law or by the provisions of this Deed of Trust be mailed to Trustor at the address first given above, or at such other address as Trustor shall from time-to-time designate by delivery of written notice to Trustee and Beneficiary which is sent to their respective addresses given above, or to such other address(es) as they shall from time-to-time designate by delivery of written notice to Trustor.

7. **Seniority.** The Property may have been acquired by Trustor using funds provided by governmental agencies other than just Beneficiary, under terms requiring recordation of restrictions on the Property designed to preserve the conservation values of the Property, which may include perpetual conservation easements encumbering the Property. In addition, Trustor may be acquiring further grant funds for the Property, or its operation, from those (or other) governmental agencies, which may require the recordation of similar restrictions and/or conservation easements. This Deed of Trust is being granted expressly on the condition that the lien created under this Deed of Trust shall be senior to existing or future rights with regard to use of the Property of other governmental agencies providing grant funding for

the acquisition or operation of the Property, including any such conservation easements or other recorded restrictions, whether now or hereafter created or placed of record. Beneficiary's interest shall not be subordinate to other liens placed upon the Property.

8. **Permitted Sales or Transfers of Interests in the Property.** Trustor shall be entitled to sell the fee simple interest in all or any portion of the Property, and obtain the release from the lien of this Deed of Trust of the applicable portion of the Property, without thereby creating a Default under this Deed of Trust, provided that, concurrent with the transfer, Trustor repays its Obligation under the Loan Contract in full, including interest. This Deed of Trust is being granted expressly on the condition that Beneficiary shall, if notified by Trustor that any such sale is pending, cause Trustee to deliver into the escrow for such sale a deed of reconveyance or partial reconveyance (as applicable) of the lien of this Deed of Trust, along with such other appropriate release documents for the portion of the Property being transferred as the escrow holder may reasonably require, with instructions for recording immediately prior to recordation of the deed from Trustor to the transferee, conditioned solely upon the payment of the Trustor's Obligation, as stated above.

In witness whereof, this Deed of Trust is executed by Trustor as of the date first indicated above.

the City of St. Helena,
a District of Columbia non-profit corporation

By: _____
(signature)
Print Name: _____
Title: _____

State of _____)
County of _____) ss.

On _____ before me, _____, a
Notary Public, personally appeared _____,
personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

State of _____)
County of _____) ss.

On _____ before me, _____, a
Notary Public, personally appeared _____,
personally known to me or proved to me, on the basis of satisfactory evidence, to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

EXHIBIT I –

SRF INSTALLMENT SALES AGREEMENT PAYMENT SCHEDULE

See the attached preliminary SRF Installment Sales Agreement Payment Schedule dated **September 20, 2007**. The final SRF Installment Sales Agreement Payment Schedule will be forwarded to the Agency after all disbursements have been paid and the Project has been completed.

Disbursement Schedule

Loan No. 6093-110 - St Helena, City of

Contract: 07817 - based on Actual + Projected Disbursements

ST. HELENA-NAPA RIVER FLOOD PROTECTION ESTUARY RESTORATION PROJECT

Loan terms apply during construction period
Day of the month interest is calculated: 31th
Construction period interest rate on disbursements: 2.40300%

Warrant Date	Disbursement Amount	Cumulative Disbursement	Interest Calculation Date	First Month Day Count	First Month Interest	Interest on Cumulative Balance	Total Interest Amount	Periodic Interest	Transfer to Principal	Principal Payment	Ending Balance
10/15/2007	3,000,000.00	3,000,000.00	10/31/2007	15	3,000.00	0.00	3,000.00	0.00	0.00	0.00	3,000,000.00
11/15/2007	2,000,000.00	5,000,000.00	11/30/2007	15	2,000.00	6,000.00	8,000.00	0.00	0.00	0.00	5,000,000.00
12/15/2007	2,000,000.00	7,000,000.00	12/31/2007	15	2,000.00	10,000.00	12,000.00	0.00	0.00	0.00	7,000,000.00
1/15/2008	2,100,000.00	9,100,000.00	1/31/2008	15	2,100.00	14,000.00	16,100.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	2/29/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	3/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	4/30/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	5/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	6/30/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	7/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	8/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	9/30/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	10/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	11/30/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	12/31/2008		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	1/31/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	2/28/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	3/31/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	4/30/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	5/31/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	6/30/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	7/31/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	8/31/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	9/30/2009		0.00	18,200.00	18,200.00	0.00	0.00	0.00	9,100,000.00
	0.00	9,100,000.00	10/31/2009		0.00	18,200.00	18,200.00	421,300.00	0.00	169,529.68	8,930,470.32
	9,100,000.00						421,300.00	421,300.00	0.00	169,529.68	

Attachment E

9/20/2007

Principal is paid over: 20 Years
Loan repayment interest rate: 2.40000%

Loan Schedule

Loan No. 6093-110 - St Helena, City of
Contract: 07817 - based on Actual + Projected Disbursements

ST. HELENA-NAPA RIVER FLOOD PROTECTION ESTUARY RESTORATION PROJECT

Ref Num	Due Date	Date Received	Principal Payment	Interest Rate %	Interest Payment	Loan Payment	Total Payment	Annual Payment	Ending Balance	CPI Interest
1	10/31/2009		169,529.68	2.4	421,300.00	590,829.68	590,829.68	590,829.68	8,930,470.32	0.00
2	10/31/2010		376,498.39	2.4	214,331.29	590,829.68	590,829.68	590,829.68	8,553,971.93	0.00
3	10/31/2011		385,534.35	2.4	205,295.33	590,829.68	590,829.68	590,829.68	8,168,437.58	0.00
4	10/31/2012		394,787.18	2.4	196,042.50	590,829.68	590,829.68	590,829.68	7,773,650.40	0.00
5	10/31/2013		404,262.07	2.4	186,567.61	590,829.68	590,829.68	590,829.68	7,369,388.33	0.00
6	10/31/2014		413,964.36	2.4	176,865.32	590,829.68	590,829.68	590,829.68	6,955,423.97	0.00
7	10/31/2015		423,899.50	2.4	166,930.18	590,829.68	590,829.68	590,829.68	6,531,524.47	0.00
8	10/31/2016		434,073.09	2.4	156,756.59	590,829.68	590,829.68	590,829.68	6,097,451.38	0.00
9	10/31/2017		444,490.85	2.4	146,338.83	590,829.68	590,829.68	590,829.68	5,652,960.53	0.00
10	10/31/2018		455,158.63	2.4	135,671.05	590,829.68	590,829.68	590,829.68	5,197,801.90	0.00
11	10/31/2019		466,082.43	2.4	124,747.25	590,829.68	590,829.68	590,829.68	4,731,719.47	0.00
12	10/31/2020		477,268.41	2.4	113,561.27	590,829.68	590,829.68	590,829.68	4,254,451.06	0.00
13	10/31/2021		488,722.85	2.4	102,106.83	590,829.68	590,829.68	590,829.68	3,765,728.21	0.00
14	10/31/2022		500,452.20	2.4	90,377.48	590,829.68	590,829.68	590,829.68	3,265,276.01	0.00
15	10/31/2023		512,463.06	2.4	78,366.62	590,829.68	590,829.68	590,829.68	2,752,812.95	0.00
16	10/31/2024		524,762.17	2.4	66,067.51	590,829.68	590,829.68	590,829.68	2,228,050.78	0.00
17	10/31/2025		537,356.46	2.4	53,473.22	590,829.68	590,829.68	590,829.68	1,690,694.32	0.00
18	10/31/2026		550,253.02	2.4	40,576.66	590,829.68	590,829.68	590,829.68	1,140,441.30	0.00
19	10/31/2027		563,459.09	2.4	27,370.59	590,829.68	590,829.68	590,829.68	576,982.21	0.00
20	10/31/2028		576,982.21	2.4	13,847.57	590,829.78	590,829.78	590,829.78	0.00	0.00
			9,100,000.00		2,716,593.70	11,816,593.70	11,816,593.70	11,816,593.70		0.00

EXHIBIT J — SCHEDULE OF SYSTEM OBLIGATIONS

Except for the following, the Agency has no outstanding System Obligations and is not aware of any outstanding debt, obligation, or other agreement relying on or affecting the Pledged Revenues:

The following outstanding debt is senior to this Obligation:

Agreement No.	Debt Name	Total Amt.	Amt. Remaining	End date
2005	Limited Tax Subordinate Bonds, 2005 Series A (March 15, 2005)	\$13,655,000	\$11,970,000	6/15/2018
	Limited Tax Refunding Bonds, Series 2005 (July 8, 2005)			

The following debt is parity to this Obligation:

Agreement No.	Debt Name	Total Amt.	Amt. Remaining	End date
Not applicable				

The following debt is subordinate to this Obligation:

Agreement No.	Debt Name	Total Amt.	Amt. Remaining	End date
Not applicable				

EXHIBIT K – STATE WATER BOARD FUNDING AUTHORITY

See Division of Financial Assistance Funding Approval, State Water Resources Control Board Resolution No. 2007-0047 dated July 17, 2007.

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2007-0047**

**APPROVAL TO AUTHORIZE STATE REVOLVING FUND (SRF) LOAN FUNDING FOR THE CITY
OF ST. HELENA (CITY); ST. HELENA-NAPA RIVER FLOOD PROTECTION AND ESTUARY
RESTORATION PROJECT (PROJECT); SRF LOAN NO. C-06-6093-110**

WHEREAS:

1. The City has requested a SRF Loan for \$12 million for the Project;
2. The Project's restoration activities will reverse the effect of historic, anthropogenic river channel incision, prohibit excessive sedimentation, improve the riparian vegetation and aquatic habitat, stabilize eroding riverbanks, and reduce fine sediment supply;
3. The Project will improve aquatic habitat for Special Status Species including Steelhead, Chinook Salmon, and California Freshwater Shrimp;
4. The Project will re-route urban runoff presently discharged directly into the Napa River (River), and will eliminate uncontrolled flows over commercial, industrial, and residential lands that cause non-point source pollution during small storm events and address dry weather runoff and first flush flows from storm events;
5. The City prepared and Certified a Final Environmental Impact Report and two Addenda for its proposed Comprehensive Flood Protection Project;
6. The City Council approved the currently designed Project with a second Addendum on June 27, 2006, and filed a Notice of Determination with the Napa County Clerk and the Governor's Office of Planning and Research on July 3, 2006;
7. State Water Resources Control Board (State Water Board) staff have reviewed and considered these environmental documents and determined that the Project will not have any significant adverse water quality impacts; and
8. The City has dedicated the remaining \$11.5 million from Measure A to repay this SRF Loan.

THEREFORE BE IT RESOLVED THAT:

The State Water Board approves a Preliminary Funding Commitment of \$12 million in SRF Loan funds for the City's Project with the following conditions:

- 1) Disbursement of SRF Loan funds is limited to \$9.1 million until the City is able to dedicate an acceptable source of funds to repay a loan greater than \$9.1 million.

- 2) The City must submit a legal opinion from a licensed attorney on whether it can continue to use Measure A proceeds to make Loan repayments if the Project gets stopped due to litigation. The SRF Loan Agreement will not be executed until the State Water Board's legal staff have reviewed and approved the opinion.
- 3) The City shall record senior liens in favor of the State Water Board on the project properties.

CERTIFICATION

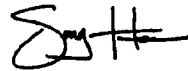
The undersigned, Clerk to the Board, does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on July 17, 2007.

AYE: Tam M. Doduc
Gary Wolff, P.E., Ph.D.
Arthur G. Baggett, Jr.
Charles R. Hoppin
Frances Spivy-Weber

NO: None

ABSENT: None

ABSTAIN: None



Song Her
Clerk to the Board

Attachment E

City of St. Helena
Agreement No.: 07-817-550-0
ISA No.: C-06-6093-110
Page 1 of 2

EXHIBIT L – AGENCY REIMBURSEMENT RESOLUTION

See the attached Agency Reimbursement Resolution dated **January 23, 2007**.

CITY OF ST. HELENA
RESOLUTION NO. 2006-14

CERTIFIED COPY

**APPROVING REPAYMENT FOR THE CITY OF ST HELENA FLOOD
CONTROL PROJECT STATE REVOLVING FUND LOAN FROM THE
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD**

RECITALS

- A. The City desires to achieve flood protection and estuary restoration by implementing and constructing the Flood Protection Project as described in the City of St. Helena Flood Protection Project Final Environmental Impact Report dated January, 2004 and Amended November, 2005.
- B. The City has applied to the State Water Resources Control Board for a State Revolving Fund (SRF) Loan to assist in the overall financing plan for the Project, under the Estuary Restoration and Non-point Source Expanded Use Policy Guidelines for the SRF.
- C. The SRF Loan program requires that a dedicated source of funds for repayment of the loan be identified and pledged by the applicant in Resolution form as part of the application for Loan.
- D. The City is entitled to receive 10.6% of proceeds under Napa County Measure A Flood Protection and Watershed Improvement Sales Tax Ordinance of 1998, which is projected to be in excess of \$27 million through the year 2018.
- E. The City desires to pledge a portion of such revenues for repayment of the Loan.

RESOLUTION

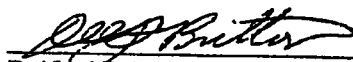
NOW, THEREFORE, the City Council of the City of St. Helena resolves as follows:

- 1. The City hereby states its intention and reasonably expects to repay Project Loan funds received in annual installment through 2018 from its dedicated appropriation of Measure A Flood Protection and Watershed Improvement Sales Tax revenues to be received from the Napa County Flood Authority.
- 2. The reasonable expected maximum principal amount of the Loan funds is \$12,000,000.

Approved at a Regular Meeting of the St. Helena City Council on January 24, 2006 by the following vote:

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

APPROVED:


Delford Britton, Mayor

ATTEST:


Delia Guijosa, City Clerk



ATTEST:

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

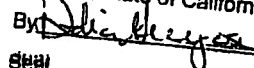
By  Date 1-30-06
seal

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

1. COPYRIGHTS.

The Agency agrees that the U.S. Environmental Protection Agency shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use, for federal government purposes: (a) The copyright in any work developed under this Agreement, and (b) any rights of copyright which the Agency may purchase where costs of such purchase are reimbursed with Project Funds.

SECTION 2. COVENANTS.

Section 2.1. N/A

Section 2.2. Disclosure of Financial Information, Operating Data and Other Information. The Agency covenants to furnish certain financial and operating data pertaining to the Agency that may be required to either: (i) enable the SWRCB to secure an Indenture by this Agreement and issue any Bonds; or (ii) enable any underwriter to comply with Rule 15c2-12(b)(5) of the Securities and Exchange Commission. The Agency further covenants to provide the SWRCB with copies of all continuing disclosure reports concerning the Agency required by the terms of any financing other than this Agreement, including reports required to be filed in order to comply with Rule 10b-5, and to send such reports to the SWRCB at the same time such reports are sent to any dissemination agent, trustee, nationally recognized municipal securities information repository or other person.

SECTION 3. ASSIGNABILITY.

The Agency agrees and consents to any pledge, sale or assignment to the Bank or a trustee for the benefit of the owners of the Bonds at any time of any portion of the SWRCB's estate, right, title and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the SWRCB, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the SWRCB's estate, right, title and interest and claim in, to and under this Agreement to Installment Payments (but excluding the SWRCB's rights to Additional Payments and to notices, opinions and indemnification under each Obligation).

SECTION 4. STATE REVIEWS AND INDEMNIFICATION.

The parties agree that review or approval of Project plans and specifications by the SWRCB is for administrative purposes only and does not relieve the Agency of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Agency agrees to indemnify, defend and hold harmless the SWRCB, the Bank and any trustee and their officers, employees and agents for the Bonds (collectively, "Indemnified Persons") against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or the planning, design, acquisition, installation or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the California Hazardous Waste Control Law and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Agency for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Agency agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Agency's Obligation hereunder. Such indemnification, defense, and holding harmless extend to, and are not limited to, claims arising due to the SWRCB holding title to the Properties and/or System properties for any reason, including default by the Agency.

SECTION 5. LIABILITY OF AGENCY.

Notwithstanding anything contained herein, the Agency shall not be required to advance any moneys derived from any source of income other than Revenues and the other funds legally available for the payment of the Installment Payments, and other payments required to be made by it hereunder, or for the performance of any agreements or covenants required to be performed by it contained herein. The Agency may, however, but in no event shall be obligated to, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Agency for such purpose.

SECTION 6. N/A

SECTION 7. TERMINATION; IMMEDIATE REPAYMENT; INTEREST.

- (A) This Agreement may be terminated by written notice during implementation of the Project, or thereafter at any time prior to complete repayment by the Agency, at the option of the SWRCB, upon violation by the Agency of any material provision of this Agreement after such violation has been called to the attention of the Agency and after failure of the Agency to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (B) In the event of such termination, the Agency agrees, upon demand, to immediately repay to the SWRCB an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Agency to the date of full repayment by the Agency.

SECTION 8. DAMAGES FOR BREACH AFFECTING TAX EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Agency shall result in the loss of tax exempt status for any state bonds, or if such breach shall result in an obligation on the part of the State to reimburse the federal government by reason of any arbitrage profits, the Agency shall immediately reimburse the state in an amount equal to any damages paid by or loss incurred by the state due to such breach.

SECTION 9. DISPUTES.

- (A) Any dispute arising under this Agreement which is not otherwise disposed of by agreement shall be decided by the Division Chief, or his or her authorized representative. The decision shall be reduced to writing and a copy thereof furnished to the Agency and to the SWRCB's Executive

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

Director. The decision of the Division shall be final and conclusive unless, within thirty (30) calendar days after mailing of the Division decision to the Agency, the Agency mails or otherwise furnishes a written appeal of the decision to the SWRCB's Executive Director. The decision of the SWRCB's Executive Director shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal under this clause, the Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Agency shall continue to fulfill and comply with all the terms, provisions, commitments, and requirements of this Agreement.

- (B) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the SWRCB, or any official or representative thereof, on any question of law.

SECTION 10. VENUE.

The SWRCB and the Agency hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California.

SECTION 11. RIGHTS IN DATA.

The Agency agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Agency may copyright the same, except that, as to any work which is copyrighted by the Agency, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so. (40 CFR 31.34, 31.36)

SECTION 12. INCOME RESTRICTIONS.

The Agency agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Agency under this Agreement shall be paid by the Agency to the SWRCB, to the extent that they are properly allocable to costs for which the Agency has been reimbursed by the SWRCB under this Agreement.

SECTION 13. PERMITS, SUBCONTRACTING, WAIVER, REMEDIES AND DEBARMENT.

The Agency shall procure all permits and licenses necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Any subcontractors, outside associates, or consultants required by the Agency in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified and agreed to during negotiations for this Agreement, or as are specifically authorized by the SWRCBs Project Representative during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates, or consultants, shall be subject to the prior written approval of the SWRCBs Project Representative.

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

Any waiver of rights with respect to a default or other matter arising under the Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State provided for in this Agreement are in addition to any other rights and remedies provided by law.

The Agency shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Agency shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

The Agency certifies to the best of its knowledge and belief, that it and its principals:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (B) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction: violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (C) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification, and
- (D) Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

SECTION 14. CONTRACT MODIFICATIONS.

The SWRCB may, at any time, without notice to any sureties, by written order designated or indicated to be a "contract modification", make any change in Exhibit A, for the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner, or time of performance of work. If the Agency intends to dispute the change, the Agency must, within ten (10) days after receipt of a written "contract modification", submit to the SWRCB a written statement setting forth the disagreement with the change.

Notwithstanding the above, no modification may be made which in any way alters the provisions of Exhibit B without formal amendment of this Agreement.

SECTION 15 COMPUTER SOFTWARE.

The Agency certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT M – SWRCB SPECIAL TERMS AND CONDITIONS

SECTION 16. COMPLIANCE WITH LAW, REGULATIONS, ETC.

- (A) The Agency agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Agency agrees that, to the extent applicable, the Agency will comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement.

SECTION 17. SWRCB ACTION.

The Agency agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the SWRCB as a result of breach of this Agreement by the Agency, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the SWRCB shall not preclude the SWRCB from pursuing any legal remedy or right which would otherwise be available.

EXHIBIT N – FINAL PLANS AND SPECIFICATIONS APPROVAL LETTER

See the attached Final Plans and Specifications Approval Letter dated **October 1, 2007**.



Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Financial Assistance
1001 I Street, Sacramento, California 95814 (916) 341-5700
Mailing Address: P O. Box 944212, Sacramento, California 94244-2120
Fax (916) 341-5707 <http://www.waterboards.ca.gov>



Arnold Schwarzenegger
Governor

OCT - 1 2007

Mr. Bert Johansson
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Mr. Johansson:

FINAL PLANS AND SPECIFICATIONS (P&S) APPROVAL; CITY OF ST. HELENA (CITY);
ST. HELENA-NAPA RIVER FLOOD PROTECTION AND ESTUARY RESTORATION PROJECT
(PROJECT); STATE REVOLVING FUND (SRF) LOAN PROGRAM; SRF LOAN NO. C-06-6093-110

Thank you for submitting the signed Final P&S, P&S Approval Form, and Project Performance Standards for the City's St Helena-Napa River Flood Protection and Estuary Restoration Project. We hereby approve the Final P&S and will initiate preparation of the Loan Agreement (LA) for the subject Project. The Project's Preliminary Loan Commitment was approved by the State Water Board on July 17, 2007. The State Water Board approved total of \$9.1 million funding for this Project. The City has requested a total of \$12 million for land acquisition and construction of the Project. At this time, the City does not have a sufficient dedicated source of revenue to repay the remaining \$2.9 million. In order, to amend the LA to provide the additional fund, the City will need to provide a dedicated source of funding for repayment of the remaining \$2.9 million.

During Advertisement of Construction Contract and Before the Opening of Bids:

- Submit one copy of the As-Advertised P&S (preferably half-size drawings) and all addenda. Clearly note the location, purpose, and estimated cost of any subsequent changes in the final P&S.
- Make the P&S available to bidders for at least 30 days before bid opening. Bid advertisement shall include publication at least twice in a local newspaper or posted in at least three appropriate public places in the agency's service area if no newspapers serve the area.
- Provide all addenda to all potential bidders a minimum of ten working days prior to the bid opening date.

After Bid Opening

Assure that the selected bidder is not excluded (debarred) from participating on federally funded programs. You can determine if a contractor bidding on this Project is among the list of debarred contractors by querying the United States Environmental Protection Agency's website at <http://epls.arnet.gov/> or by contacting Mr. Ahmad Kashkoli at (916) 341-5855.

Notify Mr. Kashkoli of the Pre-construction meeting in advance of the scheduled date.

California Environmental Protection Agency



Recycled Paper

OCT - 1 2007

Mr. Johansson

- 2 -

Please note that the Final P&S Approval contained herein assumes that the City has obtained the necessary approval(s), permit(s), or exemption(s) from other regulatory agencies, especially where construction activities might affect public health or water quality. This approval does not supersede any Regional Water Quality Control Board or local health department orders or requirements.

If you have any questions regarding this letter or the enclosed P&S Approval forms, please contact Mr. Kashkoli at (916) 341-5855 or by email at akashkoli@waterboards.ca.gov.

Sincerely,



Christopher Stevens, Chief
Project Development Section 3

Enclosures (P&S Approval form)

California Environmental Protection Agency



Recycled Paper

**DIVISION OF FINANCIAL ASSISTANCE (DIVISION)
STATE REVOLVING FUND (SRF) LOAN PROGRAM
PLANS AND SPECIFICATIONS (P&S) APPROVAL FORM**

Project No.	C-06-6093-110	Date Prepared:	August 21, 2007
Applicant	City of St. Helena (City)	480 Main Street, St. Helena, CA 94574	
Auth. Rep.	Mr. Bert Johansson, City Manager	Engineer	Mr. Jonathon C. Goldman, P.E.
Phone	707-967-2792	Phone	707-968-2858
Project Description	St. Helena-Napa River Flood Protection and Estuary Restoration Project		

The eligibility determinations and conditions of approval identified below are based on the review of the:

- 100 percent P&S received April 24, 2007;
- The Facilities Plan Approval letter dated June 20, 2007; and
- The April 24, 2007 detailed cost estimates.

I. ELIGIBILITY DETERMINATION AGREEMENT

The Eligibility Determination for the bid items shown in Bid Schedule Section 00300 of the Contract Specifications are as follows:

Bid Item	PHASE 1: Description	Percent Eligibility
1	Construction Facilities and Temporary Controls	100%
2	Roadway Repair Allowance	100%
3	Temporary Phase 1 Berm Raising	100%
4	SWPPP Development	100%
5	SWPPP Implementation	100%
6	Temporary Fence Type ESA	100%
7	Start-up Testing and Commissioning	100%
8	Demolition	100%
9	Dewatering	100%
10	Clearing and Grubbing	100%
11	Stripping	100%
12	Terrace Excavation	100%
13	Detention Basin Excavation	100%
14	Levee Inspection Trench Excavation	100%
15	Excavation - Unsuitable Materials	100%
16	Excavation - Unsuitable Debris	100%
17	Compacted Embankment	100%
18	Aggregate Base	100%
19	Ground Modification	100%
20	Stone Protection	100%
21	Steel Sheet Piling	100%
22	Starr Avenue Bypass Storm Drain	100%
23	Levee Culvert Storm Drain	100%
24	Native Seeding	100%
25	Temporary Erosion Control Seeding	100%
26	Floodwall Construction	100%
27	Cast-in-Place Concrete	100%
28	Stormwater Pump Station	100%
29	Pipe Gates	100%
30	Pumps and Motors	100%
31	Electrical and Controls	100%

APPROVAL BY STATE

Date 9/24/07	Signature <i>Ahmad Kashkool</i>	(Name and Title) Ahmad Kashkool, Env. Scientist
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CONTINUATION SHEET - PLANS AND SPECIFICATIONS APPROVAL FORM

Project No. C-06-8093-110 Applicant: City of St. Helena Date Prepared: August 21, 2007

Bid Item	PHASE Description	Percent Eligibility
1	Construction Facilities and Temporary Controls	100%
2	Roadway Repair Allowance	100%
3	SWPPP Implementation	100%
4	Dewatering	100%
5	Temporary Fence Type ESA	100%
6	Demolition	100%
7	Clearing and Grubbing	100%
8	Stripping	100%
9	Terrace Excavation	100%
10	Excavation - Unsuitable Materials	100%
11	Excavation - Unsuitable Debris	100%
12	Excavation Spoil Disposal	100%
13	Aggregate Base	100%
14	Chip Seal Pathway	See Condition 1
15	Ground Modification	100%
16	Stone Protection	100%
17	Slope Protection Fabric	100%
18	Weirs	100%
19	Turf Reinforcement Mat	100%
20	Shoreline Log Structures	100%
21	Confluence Log Structures	100%
22	Hummock Logs	100%
23	Stream Substrate	100%
24	Irrigation System	100%
25	Native Seeding	100%
26	Treepot Container Planting	100%
27	Deepot Container Planting	100%
28	Tree Band Container Planting	100%
29	Bare Root Planting	100%
30	Plant Protection Cages	100%
31	Fertilizer	100%
32	Wood Chip Mulch	100%
33	Willow Stake Planting	100%
34	Live Fascine	100%
35	Coir Pillows	100%
36	Maintenance - Weeding Events	100%
37	Maintenance - Irrigation Events	100%
38	Floodwall Construction	100%
39	Pipe Gates	100%
40	Access Control Removable Bollards	100%

APPROVAL BY STATE

Date 9/24/07 Signature Ahmad Kashkooli (Name and Title) Ahmad Kashkooli, Env. Scientist

CONTINUATION SHEET - PLANS AND SPECIFICATIONS APPROVAL FORM

Project No. C-06-6093-110 Applicant: City of St. Helena Date Prepared: August 21, 2007

II. CONDITIONS OF APPROVAL

P&S for your Project are approved with the following conditions:

1. The Division will pay for 100% cost of the this Item if the City agrees to post a placard along the walkway path indicating that partial cost of the Project was paid for by the State Water Resources Control Board SRF Loan fund.
2. This cost eligibility assessment is based on the assumption that the Project will be implemented in two phases. If the Implementation Plan of the Project is changed, then the City must submit an amended Specification to the State Water Resources Control Board staff for cost eligibility assessment and approval prior to commencing any construction activity.
3. The cost of acquisition of land for the purpose of the Project is eligible for SRF Loan funding.
4. The Division may approve Change Orders provided that such changes do not: (1) increase the maximum amount of the SRF Loan Agreement based on actual bid selected for the Project or (2) result in a substantial change in the work.
5. Approval of the P&S by the Division of Financial Assistance (Division) is conducted to determine eligibility and for administrative compliance with the SRF Policy. Issuance of the P&S Approval does not relieve the City engineer of their legal liability for the adequacy of the design.
6. The review of the P&S is for eligibility and administrative purposes. The design and structural aspects of the P&S were not reviewed in detail.

The applicant's Authorized Representative must sign and return this form indicating agreement with the eligibility decisions and conditions contained herein, along with a signed copy of the attached Project Performance Standards. Upon receipt of the signed documents, the Division will issue a separate letter for the Final P&S Approval.

I agree with the above Eligibility Determination Agreement and the Conditions of Approval.

Bert Johansson
Bert Johansson
City Manager
City of St. Helena

SEPT 12, 2007
Date

RECEIVED

SEP 14 2007

DIVISION OF
FINANCIAL ASSISTANCE

APPROVAL BY STATE

Date <i>9/29/07</i>	Signature <i>Ahmed Kashkool</i>	(Name and Title) <i>Ahmed Kashkool, Env. Scientist</i>
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STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 2/05)

☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED** 18 PagesAGREEMENT NUMBER
07-817-550-0AMENDMENT NUMBER
1DGS REGISTRATION
NUMBER:

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

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

City of St. Helena

2. The term of this

Agreement is July 17, 2007 through October 31, 2029

3. The maximum amount of this
- \$ 9,100,000.00

Agreement after this amendment is: Nine million, one hundred thousand dollars and no cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit A – Scope of Work (7 pages attached), Exhibit B – Budget Detail and Payment Provisions (5 pages attached), Exhibit F - Project Funding Costs and Construction Schedules (1 pages attached), and Exhibit N – Final Plans and Specifications Approval Letter (6 pages attached).

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of St. Helena

BY (Authorized Signature)

Mary Neilan

DATE SIGNED (Do not type)

1-29-10

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Neilan, City Manager

ADDRESS

1480 Main Street, St. Helena 94574**STATE OF CALIFORNIA**

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

Barbara L. Evoy

DATE SIGNED (Do not type)

2/9/10

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara L. Evoy, Deputy Director, Division of Financial Assistance

ADDRESS

1001 I Street, Sacramento, CA 95814**California Department of General
Services Use Only**

**Approved as to form by the
Office of Chief Counsel**

Date: 2/9/10Initials AA☐ Exempt per

EXHIBIT A — SCOPE OF WORK

SECTION 1. PROJECT DESCRIPTION.

The Project, commonly known as the St. Helena-Napa River Flood Protection and Estuary Restoration Project generally consists of land acquisition, flood protection, and restoration along about one (1) mile stretch of the Napa River within the City of St. Helena. Project components include: construction of a floodplain terrace on the southern bank of Napa River, shoreline restoration, a new levee, floodwall/bank stabilization and construction of storm drain, and detention basin, as more particularly described in the financial assistance application of the Agency and the supporting documents (see Exhibits E, F, G, H and N) for the Project.

SECTION 2. OFFICIAL REPRESENTATIVES.

- (1) The SWRCB Assistance Coordinator shall be the Deputy Director of the Division of Financial Assistance.
- (2) The SWRCB Assistance Coordinator shall be the SWRCB's representative for administration of the Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with interpretation of this Agreement.
- (3) The Agency's Authorized Representative shall be City Manager, who shall administer the Agreement and who shall have full authority to act on behalf of the Agency, including authority to execute disbursement requests. All communications given to the Agency representative shall be as binding as if given to the Agency.
- (4) Either party may change its official representative upon written notice to the other party.

SECTION 3. DEFINITIONS.

"Acquisition Costs" means the two million dollars (\$2,000,000.00) for land and easement costs necessary to purchase the Properties, including appraisal, legal and right of way services.

"Additional Payments" means the Additional Payments described in Exhibit B Section 2.4(C) of this Agreement.

"Authorized Representative" means the City Manager. For all authorized representatives, a certified original copy of the authorizing resolution that designates the authorized representative, by title, must accompany any contract, the first payment request, and any other documents or requests required or allowed under this Agreement.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bonds" means any series of bonds issued by the Bank all or a portion of the proceeds of which may be applied to fund the Project in whole or in part or that are secured in whole or in part by installment Payments paid hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of the Project" means ~~October 30, 2009~~ **October 20, 2011** the date Enhancement is completed including construction of a levee, floodwall/bank stabilization and floodplain terrace, and land acquisition.

EXHIBIT A — SCOPE OF WORK

"CWSRF" means Clean Water State Revolving Fund.

"Division" means the Division of Financial Assistance of the SWRCB, or any other segment of the SWRCB authorized to administer the CWSRF.

"Enhancement" means restoring and enhancing riverine and riparian habitats, recreation of the historical floodplain terraces and side channels, vegetative planting, in-stream restoration, and establishment of vegetation after planting within the Project area, as described in Exhibits E, F, G, and N.

"Fiscal Year" means the period of twelve months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Agency as its Fiscal Year in accordance with applicable law.

"Flood Protection" means providing 100 year flood protection to over 350 residents that reside within the Project area by restoration of riparian habitat on the Napa River, including construction of a levee, floodwall/bank stabilization, and floodplain terrace, as described in Exhibits E, F, G and H.

"Initiation of Acquisition" means the date that escrow opens on the Properties.

"Installment Payments" means Installment Payments due and payable by the Agency to the SWRCB under this Agreement to repay the Project Costs, the amounts of which are set forth as Exhibit I hereto.

"Obligation" means the obligation owed by the Agency to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, to be used to fund the Project as specified in the Project Description attached hereto as Exhibits E, F, G and H.

"Pledged Revenues" means and includes the Agency's share of the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998, and any revenue legally available to satisfy this Obligation.

"Project" means the Project as described in this Exhibit A, Section 1 and Exhibits E, F, G, H and N.

"Project Completion" means ~~October 30, 2009~~ October 20, 2011, the date implementation of the Project is completed.

"Project Costs" means the incurred costs of the Agency which are eligible for financial assistance from the CWSRF under the Statute, which are allowable costs as determined in the supporting documents in Exhibits F, G, H and N, and which are reasonable, necessary and allocable by the Agency to the Project under generally accepted accounting principles, plus capitalized interest.

"Project Funds" means funds disbursed by the SWRCB to the Agency for purposes of this Agreement.

"Properties" means those portions of the Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) properties needed for the Project as described in Exhibits E, F, G, H, I and N of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Agency from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all money received by the Agency for the System, and all other income and revenue howsoever derived by the Agency from the ownership or operation of the System or arising from the System, and also including all income from the deposit or investment of any money in the Flood Protection Fund, or any rate stabilization fund, and any refundable deposits made to establish credit, and

EXHIBIT A — SCOPE OF WORK

advances or contributions in aid of acquisition. This term includes, but is not limited to, the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998.

"State" means State of California.

"System" means all nonpoint source control facilities, flood protection facilities, and enhancement and restoration facilities including land and easements thereof, owned by the Agency, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Agency and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, restoration or works or any part thereof hereafter acquired and constructed.

"System Obligations" means all senior, parity and subordinate obligations of the Agency payable from Revenues as identified as of the date of this Agreement in Exhibit J and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations.

SECTION 4. GENERAL AGENCY COMMITMENTS.

The Agency accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Agency in its application, accompanying documents, and communications filed in support of its request for financial assistance.

SECTION 5. COMPLETION OF PROJECT.

The Agency agrees to expeditiously proceed with and complete the Project in substantial accordance with Project application and supporting documents.

SECTION 6. N/A

SECTION 7. FEDERAL OR STATE ASSISTANCE.

If federal or state funding for Project Costs is made available to the Agency from sources other than the CWSRF, the Agency may retain such funding up to an amount which equals the Agency's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Agency's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the SWRCB to be applied to Installment Payments due hereunder.

SECTION 8. REVENUE PROGRAM.

The Agency agrees to prepare and provide an acceptable final Revenue Program to the Division at the time of 90 percent disbursement of Project Costs. Further disbursements may be withheld until an acceptable final Revenue Program is submitted. The Agency further agrees to periodically review and modify the Revenue Program as necessary to assure reasonable adequacy of the Revenue Program. The final Revenue Program and all modifications thereof shall be consistent with applicable guidelines and shall be to the reasonable satisfaction of the Division. The Division may review the Agency's records to assure compliance with the approved Revenue Program at any time during the useful life of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 9. USER CHARGE SYSTEM. – N/A

SECTION 10. OPERATION AND MAINTENANCE; INSURANCE.

The Agency agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations. The Agency will procure and maintain or cause to be maintained insurance with responsible insurers, or as part of a reasonable system of self-insurance, for indemnification and defense purposes pursuant to Exhibit M, section 4.

SECTION 11. USEFUL LIFE OF PROJECT.

For purposes of this Agreement, the parties agree that the useful life of the Project is at least 20 years from and after Project Completion.

SECTION 12. ESCROW; NOTIFICATION.

- (A) The Agency agrees to enter escrow on the Properties within 180 days (six months) after issuance of the Agreement. An extension may be granted by the Division.
- (B) The Agency agrees to promptly notify the Division in writing both of the open and close of escrow.

SECTION 13. ACTIVITIES; OTHER NOTIFICATIONS; PROTECTION OF ARCHEOLOGICAL AND HISTORICAL RESOURCES.

- (A) The Agency agrees to promptly notify the Division in writing of:
 - (1) Any substantial change in scope of the Project. The Agency agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
 - (2) Cessation of all major construction work on the Project where cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of the Project for a period of 90 days or more beyond the estimated date of Completion of the Project previously provided to the Division;
 - (4) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction, the Agency agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Agency agrees to implement appropriate actions as directed by the Division; and
 - (5) Completion of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 14. PROJECT ACCESS.

The Agency agrees to insure that the SWRCB, or any authorized representative thereof, will have suitable access to the Project site at all reasonable times for the term of the Obligation.

SECTION 15. N/A.

SECTION 16. NONPOINT SOURCE CAPITAL RESERVE FUND.

The Agency agrees to establish and maintain a Flood Protection Project Fund (FPPF) for expansion, major repair, or replacement of the flood control facilities and to maintain the FPPF for the term of the Agreement. The Agency agrees to submit a report on the FPPF activities and status five (5) years after the date of the final revenue program approval by the Division. Updated reports will be submitted every five years thereafter until all Installment Payments and Additional Payments hereunder have been fully discharged. Thereafter, the FPPF will no longer be subject to the requirements of this Agreement.

SECTION 17. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.

The Agency agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

SECTION 18. REPORTS.

The Agency agrees to expeditiously provide, during the useful life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

- Quarterly Reports. The Agency shall submit quarterly progress reports every 3 months during Project Implementation. The reports at minimum shall include description of activities and accomplishments of each task during the quarter in enough detail to support quarterly invoice claims and describe any significant problems arising during the course of implementation.
- Project Assessment and Evaluation Plan. Within 90 days of execution of this ISA, the Agency shall prepare a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits. The PAEP must be reviewed and approved by the State Water Board's Project Representative. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/index.html>.
- Annual Performance Measure Report. The Agency shall submit an annual report to the Division staff on the performance of the Project consistent with the guidelines specified in the PAEP from the start of the implementation of the Project until three years past Project Completion.

SECTION 19. RECORDS.

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles the Agency agrees to:

EXHIBIT A — SCOPE OF WORK

- (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs; and
 - (5) Establish such accounts and maintain such records as may be necessary for the State or the SWRCB to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (B) Notwithstanding Exhibit C, the Agency agrees to require Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting principles, and to require such contractors and subcontractors to retain such books, records, and other material for a minimum of thirty-six years from the date of Project Completion.
- The Agency further agrees to require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by the U.S. Environmental Protection Agency, or any authorized representatives thereof.
- (C) Notwithstanding Exhibit C, the Agency agrees to retain its Project records for a minimum of thirty-six years from the date of Project Completion, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Agency records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and the U.S. Environmental Protection Agency, or any authorized representatives thereof.

SECTION 20. FINAL PROJECT REPORTS; AUDIT.

- (A) Within 90 days after Project Completion, the Agency agrees to submit to the Division a final Project summary report which briefly describes the Project as completed. The report shall note any unusual problems that have been encountered.
- (B) Within 120 days after Project Completion, the Agency agrees to provide to the Division a final cost summary report on the Project. The summary shall include at a minimum, a statement of:
 - (1) Total Project Costs;
 - (2) Total Project Costs which are eligible for financing assistance under this Agreement;
 - (3) The total amount of assistance funds received;

EXHIBIT A — SCOPE OF WORK

- (4) The amount of interest earned, if any, on assistance funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated.
- (5) The report shall be accompanied by such other financial information as may be reasonably required by the Division to verify Agency entitlement to financial assistance, to assure program integrity of the CWSRF Program, and to comply with any federal requirements. The report shall be certified as correct by a duly Authorized Representative of the Agency.
- (C) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Agency and at the cost of the Agency. The audit shall be in the form required by the Division.
- (D) Audit disallowances will be returned to the SWRCB.

SECTION 21. NO OBLIGATION OF THE STATE.

Any obligation of the SWRCB herein contained shall not be an obligation, debt or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1. ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated costs, is nine million one hundred thousand dollars and no cents (\$9,100,000.00).

SECTION 2. ASSISTANCE AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Project Funds; Repayment from Installment Payments.

Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Project Funds and the Agency hereby agrees to accept the Project Funds in the maximum principal component, of nine million one hundred thousand dollars and no cents (\$9,100,000.00) and to repay the Project Funds in Installment Payments at an interest rate of two and four tenths percent (2.4%) per annum as set forth in this Exhibit B and Exhibit I attached hereto. The Agency agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Revenues and/or other amounts legally available to the Agency. Interest on any funds disbursed to the Agency shall begin to accrue as of the date of each disbursement. This rate is based on the sale of State General Obligation Bonds held on June 20, 2007, and is set when the Agreement is certified to the Agency.

Section 2.2. Purchase and Sale of Project.

The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency, the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Deed of Trust on Project Properties and Liens.

The Agency shall request disbursement of Project Funds for acquisition of Properties 30 to 45 days prior to anticipated close of escrow. SWRCB will make such disbursement to the escrow account.

The Agency shall at the closing of escrow, cause to be recorded with the Recorder's Office of the County of Napa the Deed of Trust, duly executed and acknowledged by Agency, as Trustor in favor of Title Company, as Trustee and SWRCB as Beneficiary. The Agency shall record the SWRCB as a senior lien holder on the Project and System properties, including but not limited to the Properties, and provide proof of such prior to requesting release from escrow of Project funds for acquisition of the Properties under this agreement. Agency shall, at Closing, cause Title Company to issue an ALTA lender's policy of title insurance with coverage in the amount of the purchase price of the Properties insuring that the Deed of Trust is a first deed of trust on the subject properties.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Section 2.4. Amounts Payable by the Agency.

- (A) Installment Payments. Repayment of the Project Funds, together with all interest accruing thereon, shall be repaid in annual installments commencing on the date that is one year after the first disbursement, and shall be fully amortized not later than 20 years after first disbursement.

The repayment amount is based on a standard fully amortized assistance amount with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, less the repayment. Repayment calculations will be made beginning one year after Completion of Acquisition and shall be fully amortized not later than 20 years after Completion of Acquisition. Exhibit I is a SRF Installment Sales Agreement Payment Schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Acquisition and submission of necessary reports, the Division will prepare an appropriate SRF Installment Sales Agreement Payment Schedule and supply the same to the Agency. The SRF Installment Sales Agreement Payment Schedule may be amended as necessary to accurately reflect amounts due under this contract. Any amended SRF Installment Sales Agreement Payment Schedule which is necessary will be prepared by the Division and furnished to the Agency.

The Agency agrees to make each installment payment on or before the due date therefor. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the amount due will be due for each day of nonpayment. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Agency. The interest penalty will be assessed from the repayment due date.

The Agency as a whole is obligated to make all payments required by this contract to the SWRCB, notwithstanding any individual default by its constituents or others in the payment to the Agency of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Agency. The Agency shall provide for the punctual payment to the SWRCB of all amounts which become due under this contract and which are received from constituents or others in the payment to the Agency. In the event of failure, neglect or refusal of any officer of the Agency to levy or cause to be levied any Charge to provide payment by the Agency under this contract, to enforce or to collect such Charge, or to pay over to the SWRCB any money collected on account of such Charge necessary to satisfy any amount due under this contract, the SWRCB may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the SWRCB. Action taken pursuant hereto shall not deprive the SWRCB of, or limit the application of, any other remedy provided by law or by this contract.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

- (B) **Project Costs.** The Agency agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Agency shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the SWRCB.

- (C) **Additional Payments.** In addition to the Installment Payments required to be made by the Agency, the Agency shall also pay to the SWRCB the reasonable extraordinary fees and expenses of the SWRCB, and of any assignee of the SWRCB's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the SWRCB or assignee of the SWRCB.

Additional Payments shall be billed to the Agency by the SWRCB from time to time, together with a statement executed by a duly authorized representative of the SWRCB, stating that the amounts billed pursuant to this section have been incurred by the SWRCB or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Agency within thirty (30) days after receipt of the bill by the Agency.

- (D) The Agency may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Agency shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.

Section 2.5. Obligation Absolute. The obligation of the Agency to make the Installment Payments and other payments required to be made by it under this Agreement, solely from Revenues and any other revenues legally available, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Agency shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 2.6. Disbursement of Project Funds; Availability of Funds.

- (A) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
- (1) Upon execution and delivery of this Agreement, the Agency may request immediate disbursement of any incurred planning and design allowance as specified in Exhibit A from the Project Funds through submission to the SWRCB of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.
 - (2) Additional Project Funds will be promptly disbursed to the Agency upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Agency for incurred costs consistent with this Exhibit and Exhibit N.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Disbursement shall not be made more frequently than once a month. The Agency agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Agency, although the actual payment of such cost by the Agency is not required as a condition of disbursement request. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

- (B) The SWRCB's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or state government to appropriate funds necessary for disbursement of Project Funds, the SWRCB shall not be obligated to make any disbursements to the Agency under this Agreement. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Agency with a right of priority for disbursement over any other agency. If any disbursements due the Agency under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Agency when sufficient funds do become available.

SECTION 3. WITHHOLDING OF DISBURSEMENTS.

- (A) The SWRCB may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Agency has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Agency fails to maintain reasonable progress toward completion of the Project.

SECTION 4. PLEDGE AND LIEN OF REVENUES.

Section 4.1. In order to carry out its obligation to pay the Installment Payments, Additional Payments and, where applicable, System Obligations, the Agency agrees and covenants that it shall establish and maintain the Flood Protection Fund. All Revenues received shall be deposited when and as received in trust in the Flood Protection Fund.

Section 4.2. Pledge of Napa County Flood Protection and Watershed Improvement Sales Tax of 1998. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 is hereby pledged and a security interest granted therein in order to secure the payment of Installment Payments and Additional Payments. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency. This pledge is subordinate to the outstanding senior debt identified in Exhibit J. This pledge is not an obligation, debt, or liability of the Agency against its General Fund except to the extent the General Fund is legally available to be used for repayment.

Section 4.3. Subject to the provisions of any outstanding System Obligations, money on deposit in the Flood Protection Fund shall be applied and used first, to pay Operations and Maintenance

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Costs, and thereafter, all amounts due on Installment Payments, Additional Payments and System Obligations due. After making all payments herein required to be made in each Fiscal Year, the Agency may expend in such Fiscal Year any remaining money in the Flood Protection Fund for any lawful purpose of the Agency, including payment of subordinate debt.

Section 4.4. Future Local Debt. All future debt incurred by the Agency shall be on parity with, or subordinate to, this Obligation.

SECTION 5. FINANCIAL MANAGEMENT SYSTEM AND STANDARDS.

The Agency agrees to comply with federal standards for financial management systems. The Agency agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Agency agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto.

SECTION 6. ACCOUNTING AND AUDITING STANDARDS.

The Agency will maintain separate Project accounts in accordance with generally accepted accounting principles. The contractor shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l).)

SECTION 7. BUDGET.

Budget costs are contained in the Project Funding Costs and Construction Schedules which is attached hereto and referenced as ~~Exhibit GF~~.

EXHIBIT F — PROJECT FUNDING COSTS AND CONSTRUCTION SCHEDULES

Project Item	Estimated Dates	Estimated SRF Loan Items Cost*	Project Costs from Other Sources**
Pre-SRF Loan Project Items:			Spent/Obligated/ Funded to Date
Land, mobile homes purchased by City and relocation	Completed & Obligated		\$7,963,000
Engineering/Environmental	Completed & Obligated		\$4,786,000
Project management	On-Going		\$811,000
Miscellaneous (legal, etc)	Completed		\$1,378,000
Post SRF Loan Project Items			
Phase 1 Construction:			
<u>Demolition and Mobilization</u>	2007		\$460,000
<u>Cultural Resource Recovery Clearance and Utility Removal</u>	October 2007 to 2009		\$400,000
<u>Property Acquisition-Land</u> Acquisition of Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) on west side of Napa River	October 2007-2009	\$2,000,000	\$1,500,000
<u>Phase I Flood Protection- Restoration Project Construction, contractor mobilization, utility relocation, soil improvement, terrace grading, partial floodwall construction, raise berms, finish sitework, detention basin, stormwater pre-treatment, pump station</u>	May 2009 through December 2009	<u>\$3,750,000</u>	
Phase 2 Construction:			
<u>Phase II Flood Protection and Restoration Project: shoreline restoration, bank protection, complete floodwall, pedestrian interpretative access</u>	April 2010 through October 20, 2010	<u>\$3,350,000</u>	<u>\$2,000,000</u>
<u>Initiate Construction Contract Bidding</u>	November 2007	\$5,000,000	
<u>Tree Removal</u>	February 2007		
<u>City Council Award Construction Contract</u>	February 2007		
<u>Contractor Mobilization</u>	March 2008		
<u>Construct terrace, floodwall, storm drain, detention basin, shoreline restoration, bank protection, revegetation and pedestrian interpretative access.</u>	2008-2009	\$4,100,000	\$2,000,000
TOTAL		<u>\$11,170,000</u> <u>\$9,100,000</u>	<u>\$18,438,000</u> <u>\$19,298,000</u>
* This is an estimated cost. If the funds specified for the specific item are not used it can be transferred to other construction or land acquisition items listed in the table. The Applicant needs to notify the Project Manager of in writing prior to making any changes to the Project Cost Schedule. ** Measure A Senior Bonds, Federal Emergency Management Agency-Hazardous Mitigation Grant Program, Flood Protection Corridor Project, City General Fund and Assessment District.			

EXHIBIT N – FINAL PLANS AND SPECIFICATIONS APPROVAL LETTER

See the attached Final Amended Plans and Specifications Approval Letter dated ~~October 1, 2007~~ May 1, 2009.



Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board Attachment F

Division of Financial Assistance

1001 I Street, Sacramento, California 95814 (916) 341-5700
Mailing Address: P.O. Box 944212, Sacramento, California 94244-2120
Fax (916) 341-5707 <http://www.waterboards.ca.gov>



Arnold Schwarzenegger
Governor

MAY 1 2009

Mr. Bert Johansson
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Mr. Johansson:

AMENDED FINAL PLANS AND SPECIFICATIONS (P&S) APPROVAL; CITY OF ST. HELENA (CITY); ST. HELENA-NAPA RIVER FLOOD PROTECTION AND ESTUARY RESTORATION PROJECT; CLEAN WATER STATE REVOLVING FUND (CWSRF) PROGRAM; CWSRF LOAN NO. C-06-6093-110

Thank you for submitting the signed Final P&S dated February 25, 2009, for the City's St. Helena-Napa River Flood Protection and Estuary Restoration Project (Project). We have reviewed the amended Final P&S, and have considered the detailed engineer's cost estimate, the Facility Plan Approval letter dated June 20, 2007, and other pertinent information in our files pursuant to the CWSRF Program requirements. We hereby approve the amended Final P&S.

Accordingly, we have prepared an amended P&S Approval Form including an Eligibility Determination Agreement and Conditions of Approval for your review and concurrence. Please review the enclosed P&S Approval Form and, if you agree, sign and return them to our office. Upon receipt of the signed P&S Approval Form the Division of Financial Assistance staff will initiate the amendment of the Loan Agreement that was executed October 16, 2007, for the Project.

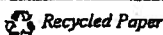
After Bid Opening

Assure that the selected bidder is not excluded (debarred) from participating on federally-funded programs. You may determine if a contractor bidding on this Project is among the list of debarred contractors by querying the United States Environmental Protection Agency's website at <http://epls.ernet.gov> or by contacting Mr. Ahmad Kashkoli at (916) 341-5855.

Notify Mr. Kashkoli of the Pre-construction meeting in advance of the scheduled date.

Please note that the Final P&S Approval contained herein assumes that the City has obtained the necessary approval(s), permit(s), or exemption(s) from other regulatory agencies, especially where construction activities might affect public health or water quality. This approval does not supersede any Regional Water Quality Control Board or local health department orders or requirements.

California Environmental Protection Agency



Mr. Bert Johansson

- 2 -

MAY 1 2009

If you have any questions regarding this letter or the enclosed amended P&S Approval form, please contact Mr. Kashkoli at (916) 341-5855 or by email at akashkoli@waterboards.ca.gov.

Sincerely,



Christopher Stevens, Chief
Project Development Section 3

Enclosures (P&S Approval form)

California Environmental Protection Agency

Recycled Paper



**DIVISION OF FINANCIAL ASSISTANCE (DIVISION)
STATE REVOLVING FUND (SRF) LOAN PROGRAM
PLANS AND SPECIFICATIONS (P&S) APPROVAL FORM**

Project No.	C-06-6093-110	Date Prepared:	April 30, 2009
Applicant	City of St. Helena (City)	480 Main Street, St. Helena, CA 94574	
Auth. Rep.	Mr. Bert Johansson, City Manager	Engineer	Mr. John Ferons, P.E.
Phone	707-967-2792	Phone	707-968-2658
Project Description	St. Helena-Napa River Flood Protection and Estuary Restoration Project (Project)		

The eligibility determinations and conditions of approval identified below are based on the review of the:

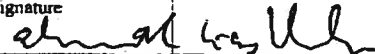
- 100 percent P&S received February 25, 2009;
- The Facilities Plan Approval letter dated June 20, 2007; and
- The February 25, 2009 detailed cost estimates.

I. ELIGIBILITY DETERMINATION AGREEMENT

The Eligibility Determination for the bid items shown in Bid Schedule Section 00300 of the Contract Specifications are as follows:

Bid Item	PHASE 1 Description	Percent Eligibility
1	Construction Facilities and Temporary Controls – Phase 1	100%
2	Roadway Repairs – Phase 1	100%
3	SWPPP Development	100%
4	SWPPP Implementation – Phase 1	100%
5	Temporary Features – Phase 1	100%
6	Temporary Fence	100%
7	Startup Testing and Commissioning	100%
8	Demolition – Phase 1	100%
9	Clearing and Grubbing – Phase 1	100%
10	Dewatering – Phase 1	100%
11	Stripping – Phase 1	100%
12	Terrace Excavation – Phase 1	100%
13	Detention Basin Excavation	100%
14	Levee Inspection Trench Excavation	100%
15	Unsuitable Debris – Phase 1	100%
16	Compacted Embankment	100%
17	Soil Stockpile – Phase 1	100%
18	Aggregate Base – Phase 1	100%
19	Chip Seal Pathway – Phase 1	See Condition 1
20	Ground Modification – Phase 1	100%
21	Stone Protection – Phase 1	100%
22	Asphalt Concrete	100%
23	Curbs, Gutters, and Sidewalks	100%
24	Starr Avenue Bypass Storm Drain	100%
25	Levee Culvert Storm Drain	100%
26	12" Water Main	100%
27	6-Inch Water Main Valves	100%
28	12-Inch Water Main Valves	100%
29	Fire Hydrants	100%
30	Blow Off Valves	100%
31	1-Inch Air Release Valves	100%
32	10-Inch x 10-Inch Tapping Sleeve and Valves	100%
33	Pipe Gates	100%
34	Access Control Removable Bollards	100%
35	Native Seeding – Phase 1	100%

APPROVAL BY STATE

Date 5/12/09	Signature 	(Name and Title) ES
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CONTINUATION SHEET - PLANS AND SPECIFICATIONS APPROVAL FORM

Project No. C-06-6093-110 Applicant: City of St. Helena Date Prepared: April 30, 2009

36	Erosion Control Seeding - Phase 1	100%
37	Floodwall Construction - Type A - Phase 1	100%
38	Stormwater Pump Station	100%
39	Pumps and Motors	100%
40	Electrical and Controls	100%
PHASE 2 Description		
1	Construction Facilities and Temporary Controls - Phase 2	100%
2	Roadway Repairs - Phase 2	100%
3	SWPPP Implementation - Phase 2	100%
4	Temporary Features - Phase 2	100%
5	Demolition - Phase 2	100%
6	Clearing and Grubbing - Phase 2	100%
7	Dewatering - Phase 2	100%
8	Slope Protection Fabric	100%
9	Turf Reinforcement Mat	100%
10	Stream Substrate	100%
11	Stripping - Phase 2	100%
12	Terrace Excavation - Phase 2	100%
13	Unsuitable Debris - Phase 2	100%
14	Soil Stockpile - Phase 2	100%
15	Aggregate Base - Phase 2	100%
16	Chip Seal Pathway - Phase 2	See Condition 1
17	Ground Modification - Phase 2	100%
18	Stone Protection - Phase 2	100%
19	Weirs	100%
20	Log Structures	100%
21	Point of Connection	100%
22	Controller	100%
23	Gate Valves	100%
24	Flow Sensor	100%
25	Filter Assembly	100%
26	Remote Control Valves	100%
27	Quick Coupling Valves	100%
28	Main Line Pipe	100%
29	Bubbler Irrigation Zone	100%
30	Sprinkler Irrigation Zone	100%
31	Access Control Removable Bollards	100%
32	Post and Cable Fence	100%
33	Native Seeding	100%
34	Erosion Control Seeding	100%
35	Treepot Container Planting	100%
36	Deepot Container Planting	100%
37	Tree Band Container Planting	100%
38	Bare Root Planting	100%
39	Willow Stake Planting	100%
40	Live Fascine	100%
41	Coir Pillows	100%
42	Weeding Events	100%
43	Irrigation Events	100%
44	Floodwall Construction - Type A - Phase 2	100%
45	Floodwall Construction - Type B - Phase 2	100%

APPROVAL BY STATE

Date 5/12/09 Signature *[Signature]* (Name and Title) ES

CONTINUATION SHEET - PLANS AND SPECIFICATIONS APPROVAL FORM

Project No. C-06-6093-110 Applicant: City of St. Helena Date Prepared: April 30, 2009

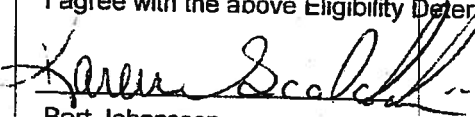
II. CONDITIONS OF APPROVAL

P&S for your Project are approved with the following conditions:

1. The Division will pay for 100% cost of the this Item if the City agrees to post a placard along the walkway path indicating that partial cost of the Project was paid for by the State Water Resources Control Board SRF Loan fund.
2. This cost eligibility determination is based on the assumption that the Project will be implemented in two phases. If the Implementation Plan of the Project is changed, then the City must submit an amended Specification to the State Water Resources Control Board staff for cost eligibility assessment and approval prior to commencing any construction activity.
3. The cost of acquisition of land for the purpose of the Project is eligible for SRF Loan funding.
4. The Division may approve Change Orders provided that such changes do not: (1) increase the maximum amount of the SRF Loan Agreement based on actual bid selected for the Project or (2) result in a substantial change in the work.
5. Approval of the P&S by the Division is conducted to determine eligibility and for administrative compliance with the SRF Policy. Issuance of the P&S Approval does not relieve the City engineer of their legal liability for the adequacy of the design.
6. The review of the P&S is for eligibility and administrative purposes. The design and structural aspects of the P&S were not reviewed in detail.

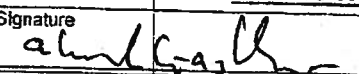
The applicant's Authorized Representative must sign and return this form indicating agreement with the eligibility decisions and conditions contained herein. Upon receipt of the signed P&S Approval Form the Division staff will initiate amendment of the Loan Agreement that was executed October 16, 2007 for the Project.

I agree with the above Eligibility Determination Agreement and the Conditions of Approval.


Bert Johansson
City Manager
City of St. Helena

5-8-2009
Date

APPROVAL BY STATE

Date 5/12/09	Signature 	(Name and Title) ES
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Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Financial Assistance
1001 I Street, Sacramento, California 95814
P.O. Box 944212, Sacramento, California 94244-2120
(916) 341-5700 ♦ FAX (916) 341-5707 ♦ <http://waterboards.ca.gov>

Attachment F



Arnold Schwarzenegger
Governor

April 23, 2010

Ms. Mary Neilan
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Ms. Neilan:

CITY OF ST. HELENA, AGREEMENT NO. 07-817-550-2, PROJECT NO. C-06-6093-110

Amendment No. 2 to your Finance Agreement was fully executed on April 23, 2010.
The purpose of this Amendment is to include language for Service Charge. Enclosed is
a copy of the executed Amendment for your files.

If you have any questions, please contact Eva Kawada at (916) 341-5715 or by
e-mail at ekawada@waterboards.ca.gov.

Sincerely,

Eva Kawada
Program Analyst

Enclosure



STANDARD AGREEMENT AMENDMENT

STD 213 A (Rev 2/05)

Attachment E

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 14 Pages

AGREEMENT NUMBER

07-817-550

AMENDMENT NUMBER

2DGS REGISTRATION
NUMBER:

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
State Water Resources Control Board
CONTRACTOR'S NAME
City of St. Helena
- The term of this Agreement is July 17, 2007 through October 31, 2029
- The maximum amount of this Agreement after this amendment is: \$ 9,100,000
Nine Million, One Hundred Thousand Dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit A - Scope of Work (7 pages attached)

Exhibit B - Budget Detail and Payment Provisions (5 pages attached)

Exhibit I - SRF Payment Schedule (2 pages attached)

All other terms and conditions shall remain the same.

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

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of St. Helena

BY (Authorized Signature)

Mary Neilan

DATE SIGNED (Do not type)

4-19-10

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Neilan, City ManagerADDRESS 1480 Main Street St. Helena. CA. 94574**STATE OF CALIFORNIA**

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

Barbara Evoy

DATE SIGNED (Do not type)

4-23-10

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara Evoy, Deputy Director, Division of Financial Assistance

ADDRESS

1001 I Street, 16th Floor, Sacramento, CA 95814**California Department of General
Services-Use Only**

Approved as to Form by

Office of Chief Counsel

Date: 4/23/10Initials: AK☐ Exempt per-

EXHIBIT A — SCOPE OF WORK

SECTION 1. PROJECT DESCRIPTION.

The Project, commonly known as the St. Helena-Napa River Flood Protection and Estuary Restoration Project generally consists of land acquisition, flood protection, and restoration along about one (1) mile stretch of the Napa River within the City of St. Helena. Project components include: construction of a floodplain terrace on the southern bank of Napa River, shoreline restoration, a new levee, floodwall/bank stabilization and construction of storm drain, and detention basin, as more particularly described in the financial assistance application of the Agency and the supporting documents (see Exhibits E, F, G, H and N) for the Project.

SECTION 2. OFFICIAL REPRESENTATIVES.

- (1) The SWRCB Assistance Coordinator shall be the Deputy Director of the Division of Financial Assistance.
- (2) The SWRCB Assistance Coordinator shall be the SWRCB's representative for administration of the Agreement and shall have authority to make determinations and findings with respect to any controversy arising under or in connection with interpretation of this Agreement.
- (3) The Agency's Authorized Representative shall be City Manager, who shall administer the Agreement and who shall have full authority to act on behalf of the Agency, including authority to execute disbursement requests. All communications given to the Agency representative shall be as binding as if given to the Agency.
- (4) Either party may change its official representative upon written notice to the other party.

SECTION 3. DEFINITIONS.

"Acquisition Costs" means the two million dollars (\$2,000,000.00) for land and easement costs necessary to purchase the Properties, including appraisal, legal and right of way services.

"Additional Payments" means the Additional Payments described in Exhibit B Section 2.4(C) of this Agreement.

"Authorized Representative" means the City Manager. For all authorized representatives, a certified original copy of the authorizing resolution that designates the authorized representative, by title, must accompany any contract, the first payment request, and any other documents or requests required or allowed under this Agreement.

"Bank" means the California Infrastructure and Economic Development Bank.

"Bonds" means any series of bonds issued by the Bank all or a portion of the proceeds of which may be applied to fund the Project in whole or in part or that are secured in whole or in part by Installment Payments paid hereunder.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions and the regulations of the U.S. Department of the Treasury promulgated thereunder.

"Completion of the Project" means October 20, 2011 the date Enhancement is completed including construction of a levee, floodwall/bank stabilization and floodplain terrace, and land acquisition.

EXHIBIT A — SCOPE OF WORK

"CWSRF" means Clean Water State Revolving Fund.

"Division" means the Division of Financial Assistance of the SWRCB, or any other segment of the SWRCB authorized to administer the CWSRF.

"Enhancement" means restoring and enhancing riverine and riparian habitats, recreation of the historical floodplain terraces and side channels, vegetative planting, in-stream restoration, and establishment of vegetation after planting within the Project area, as described in Exhibits E, F, G, and N.

"Fiscal Year" means the period of twelve months terminating on June 30 of any year, or any other annual period hereafter selected and designated by the Agency as its Fiscal Year in accordance with applicable law.

"Flood Protection" means providing 100 year flood protection to over 350 residents that reside within the Project area by restoration of riparian habitat on the Napa River, including construction of a levee, floodwall/bank stabilization, and floodplain terrace, as described in Exhibits E, F, G and H.

"Initiation of Acquisition" means the date that escrow opens on the Properties.

"Installment Payments" means Installment Payments due and payable by the Agency to the SWRCB under this Agreement to repay the Project Costs and Service Charge, the amounts of which are set forth as Exhibit I hereto.

"Obligation" means the obligation owed by the Agency to make Installment Payments and Additional Payments as provided herein, as evidenced by the execution of this Agreement, to be used to fund the Project as specified in the Project Description attached hereto as Exhibits E, F, G and H.

"Pledged Revenues" means and includes the Agency's share of the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998, and any revenue legally available to satisfy this Obligation.

"Project" means the Project as described in this Exhibit A, Section 1 and Exhibits E, F, G, H and N.

"Project Completion" means October 20, 2011, the date implementation of the Project is completed.

"Project Costs" means the incurred costs of the Agency which are eligible for financial assistance from the CWSRF under the Statute, which are allowable costs as determined in the supporting documents in Exhibits F, G, H and N, and which are reasonable, necessary and allocable by the Agency to the Project under generally accepted accounting principles, plus capitalized interest.

"Project Funds" means funds disbursed by the SWRCB to the Agency for purposes of this Agreement.

"Properties" means those portions of the Hunter (APN: 009-030-020) and Vineyard Valley (APN: 009-030-037) properties needed for the Project as described in Exhibits E, F, G, H, I and N of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Agency from the ownership or operation of the System, determined in accordance with generally accepted accounting principles, including all money received by the Agency for the System, and all other income and revenue howsoever derived by the Agency from the ownership or operation of the System or arising from the System, and also including all income from the deposit or investment of any money in the Flood Protection Fund, or any rate stabilization fund, and any refundable deposits made to establish credit, and

EXHIBIT A — SCOPE OF WORK

advances or contributions in aid of acquisition. This term includes, but is not limited to, the Napa County Measure A Flood Protection and Watershed Improvement Sales Tax of 1998.

"Service Charge" means funds paid by the Agency to the Board under this Agreement with each Installment Payment, the amounts of which are set forth as Exhibit I, separate from principal and interest at the rate specified in Exhibit B.

"State" means State of California.

"System" means all nonpoint source control facilities, flood protection facilities, and enhancement and restoration facilities including land and easements thereof, owned by the Agency, including the Project, and all other properties, structures or works hereafter acquired and constructed by the Agency and determined to be a part of the System, together with all additions, betterments, extensions or improvements to such facilities, properties, structures, restoration or works or any part thereof hereafter acquired and constructed.

"System Obligations" means all senior, parity and subordinate obligations of the Agency payable from Revenues as identified as of the date of this Agreement in Exhibit J and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations.

SECTION 4. GENERAL AGENCY COMMITMENTS.

The Agency accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and commitments made by the Agency in its application, accompanying documents, and communications filed in support of its request for financial assistance.

SECTION 5. COMPLETION OF PROJECT.

The Agency agrees to expeditiously proceed with and complete the Project in substantial accordance with Project application and supporting documents.

SECTION 6. N/A

SECTION 7. FEDERAL OR STATE ASSISTANCE.

If federal or state funding for Project Costs is made available to the Agency from sources other than the CWSRF, the Agency may retain such funding up to an amount which equals the Agency's local share of Project Costs. To the extent allowed by requirements of other funding sources, any funding received in excess of the Agency's local share, not to exceed the total amount of the CWSRF financing assistance, shall be remitted to the SWRCB to be applied to Installment Payments due hereunder.

SECTION 8. REVENUE PROGRAM.

The Agency agrees to prepare and provide an acceptable final Revenue Program to the Division at the time of 90 percent disbursement of Project Costs. Further disbursements may be withheld until an acceptable final Revenue Program is submitted. The Agency further agrees to periodically review and modify the Revenue Program as necessary to assure reasonable adequacy of the Revenue Program. The final Revenue Program and all modifications thereof shall be consistent with applicable guidelines and shall be to the reasonable satisfaction of the Division. The Division may review the Agency's records to assure compliance with the approved Revenue Program at any time during the useful life of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 9. USER CHARGE SYSTEM. – N/A

SECTION 10. OPERATION AND MAINTENANCE; INSURANCE.

The Agency agrees to properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations. The Agency will procure and maintain or cause to be maintained insurance with responsible insurers, or as part of a reasonable system of self-insurance, for indemnification and defense purposes pursuant to Exhibit M, section 4.

SECTION 11. USEFUL LIFE OF PROJECT.

For purposes of this Agreement, the parties agree that the useful life of the Project is at least 20 years from and after Project Completion.

SECTION 12. ESCROW; NOTIFICATION.

- (A) The Agency agrees to enter escrow on the Properties within 180 days (six months) after issuance of the Agreement. An extension may be granted by the Division.
- (B) The Agency agrees to promptly notify the Division in writing both of the open and close of escrow.

SECTION 13. ACTIVITIES; OTHER NOTIFICATIONS; PROTECTION OF ARCHEOLOGICAL AND HISTORICAL RESOURCES.

- (A) The Agency agrees to promptly notify the Division in writing of:
 - (1) Any substantial change in scope of the Project. The Agency agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to the Division and the Division has given written approval for such change;
 - (2) Cessation of all major construction work on the Project where cessation of work is expected to or does extend for a period of thirty (30) days or more;
 - (3) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of the Project for a period of 90 days or more beyond the estimated date of Completion of the Project previously provided to the Division;
 - (4) Discovery of any potential archeological or historical resource. Should a potential archeological or historical resource be discovered during construction, the Agency agrees that all work in the area of the find will cease until a qualified archeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Agency agrees to implement appropriate actions as directed by the Division; and
 - (5) Completion of the Project.

EXHIBIT A — SCOPE OF WORK

SECTION 14. PROJECT ACCESS.

The Agency agrees to insure that the SWRCB, or any authorized representative thereof, will have suitable access to the Project site at all reasonable times for the term of the Obligation.

SECTION 15. N/A.

SECTION 16. NONPOINT SOURCE CAPITAL RESERVE FUND.

The Agency agrees to establish and maintain a Flood Protection Project Fund (FPPF) for expansion, major repair, or replacement of the flood control facilities and to maintain the FPPF for the term of the Agreement. The Agency agrees to submit a report on the FPPF activities and status five (5) years after the date of the final revenue program approval by the Division. Updated reports will be submitted every five years thereafter until all Installment Payments and Additional Payments hereunder have been fully discharged. Thereafter, the FPPF will no longer be subject to the requirements of this Agreement.

SECTION 17. CONTINUOUS USE OF PROJECT; LEASE OR DISPOSAL OF PROJECT.

The Agency agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, or dispose of the Project or any significant part or portion thereof during the useful life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments which may be due.

SECTION 18. REPORTS.

The Agency agrees to expeditiously provide, during the useful life of the Project, such reports, data, and information as may be reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the CWSRF Program or to fulfill any reporting requirements of the federal government.

- **Quarterly Reports.** The Agency shall submit quarterly progress reports every 3 months during Project Implementation. The reports at minimum shall include description of activities and accomplishments of each task during the quarter in enough detail to support quarterly invoice claims and describe any significant problems arising during the course of implementation.
- **Project Assessment and Evaluation Plan.** Within 90 days of execution of this ISA, the Agency shall prepare a Project Assessment and Evaluation Plan (PAEP) to detail the methods of measuring Project benefits. The PAEP must be reviewed and approved by the State Water Board's Project Representative. Guidance for preparing the PAEP is available at <http://www.waterboards.ca.gov/funding/index.html>.
- **Annual Performance Measure Report.** The Agency shall submit an annual report to the Division staff on the performance of the Project consistent with the guidelines specified in the PAEP from the start of the implementation of the Project until three years past Project Completion.

SECTION 19. RECORDS.

- (A) Without limitation of the requirement to maintain Project accounts in accordance with generally accepted accounting principles the Agency agrees to:

EXHIBIT A — SCOPE OF WORK

- (1) Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;
 - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
 - (4) Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs; and
 - (5) Establish such accounts and maintain such records as may be necessary for the State or the SWRCB to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- (B) Notwithstanding Exhibit C, the Agency agrees to require Project contractors and subcontractors to maintain books, records, and other material relative to the Project in accordance with generally accepted accounting principles, and to require such contractors and subcontractors to retain such books, records, and other material for a minimum of thirty-six years from the date of Project Completion.
- The Agency further agrees to require that such books, records, and other material shall be subject at all reasonable times to inspection, copying, and audit by the SWRCB and by the U.S. Environmental Protection Agency, or any authorized representatives thereof.
- (C) Notwithstanding Exhibit C, the Agency agrees to retain its Project records for a minimum of thirty-six years from the date of Project Completion, and for such longer period as may be required for the State to fulfill federal reporting requirements under federal tax statutes and regulations. All Agency records relative to the Project shall be subject at all reasonable times to inspection, copying and audit by the SWRCB and the U.S. Environmental Protection Agency, or any authorized representatives thereof.

SECTION 20. FINAL PROJECT REPORTS; AUDIT.

- (A) Within 90 days after Project Completion, the Agency agrees to submit to the Division a final Project summary report which briefly describes the Project as completed. The report shall note any unusual problems that have been encountered.
- (B) Within 120 days after Project Completion, the Agency agrees to provide to the Division a final cost summary report on the Project. The summary shall include at a minimum, a statement of:
 - (1) Total Project Costs;
 - (2) Total Project Costs which are eligible for financing assistance under this Agreement;
 - (3) The total amount of assistance funds received;

EXHIBIT A — SCOPE OF WORK

- (4) The amount of interest earned, if any, on assistance funds before disbursement on account of incurred Project costs. If no interest has been earned, this fact shall be expressly stated.
- (5) The report shall be accompanied by such other financial information as may be reasonably required by the Division to verify Agency entitlement to financial assistance, to assure program integrity of the CWSRF Program, and to comply with any federal requirements. The report shall be certified as correct by a duly Authorized Representative of the Agency.
- (C) The Division, at its option, may call for an audit of financial information relative to the Project, where the Division determines that an audit is desirable to assure program integrity or where such an audit becomes necessary because of federal requirements. Where such an audit is called for, the audit shall be performed by a certified public accountant independent of the Agency and at the cost of the Agency. The audit shall be in the form required by the Division.
- (D) Audit disallowances will be returned to the SWRCB.

SECTION 21. NO OBLIGATION OF THE STATE.

Any obligation of the SWRCB herein contained shall not be an obligation, debt or liability of the State and any such obligation shall be payable solely out of the moneys in the CWSRF made available pursuant to this Agreement.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1. ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated costs, is nine million one hundred thousand dollars and no cents (\$9,100,000.00).

SECTION 2. ASSISTANCE AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Project Funds; Repayment from Installment Payments.

Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Project Funds and the Agency hereby agrees to accept the Project Funds in the maximum principal component, of nine million one hundred thousand dollars and no cents (\$9,100,000.00) and to repay the Project Funds in Installment Payments at an interest rate of ~~two one~~ and four tenths percent (2.4%)(1.4%) per annum as set forth in this Exhibit B and Exhibit I attached hereto. The Agency also agrees to pay a Service Charge at the rate of one percent (1%) per annum as set forth in Exhibit B and I attached hereto. The Agency agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Revenues and/or other amounts legally available to the Agency. Interest and Service Charges on any funds disbursed to the Agency shall begin to accrue as of the date of each disbursement. The combined rate on these charges shall be two and four tenths percent (2.4%) per annum as set forth in Exhibits B and I attached hereto. This rate is based on the sale of State General Obligation Bonds held on June 20, 2007, and is set when the Agreement is certified to the Agency.

Section 2.2. Purchase and Sale of Project.

The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency, the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Deed of Trust on Project Properties and Liens.

The Agency shall request disbursement of Project Funds for acquisition of Properties 30 to 45 days prior to anticipated close of escrow. SWRCB will make such disbursement to the escrow account.

The Agency shall at the closing of escrow, cause to be recorded with the Recorder's Office of the County of Napa the Deed of Trust, duly executed and acknowledged by Agency, as Trustor in favor of Title Company, as Trustee and SWRCB as Beneficiary. The Agency shall record the SWRCB as a senior lien holder on the Project and System properties, including but not limited to the Properties, and provide proof of such prior to requesting release from escrow of Project funds for acquisition of the Properties under this agreement. Agency shall, at Closing, cause Title Company to issue an ALTA lender's policy of title insurance with coverage in the amount of the purchase price of the Properties insuring that the Deed of Trust is a first deed of trust on the subject properties.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Section 2.4. Amounts Payable by the Agency.

- (A) **Installment Payments.** Repayment of the Project Funds, together with all interest accruing thereon, and payment of the Service Charge shall be repaid in annual installments commencing on the date that is one year after the first disbursement, and shall be fully amortized not later than 20 years after first disbursement.

~~The repayment amount~~ Installment Payment is based on a standard fully amortized assistance amount with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest and Service Charge on both, less the repayment. ~~Repayment calculations will be made beginning one year after Completion of Acquisition and shall be fully amortized not later than 20 years after Completion of Acquisition.~~ Exhibit I is a SRF Installment Sales Agreement Payment Schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Acquisition and submission of necessary reports, the Division will prepare an appropriate SRF Installment Sales Agreement Payment Schedule and supply the same to the Agency. The SRF Installment Sales Agreement Payment Schedule may be amended as necessary to accurately reflect amounts due under this contract. Any amended SRF Installment Sales Agreement Payment Schedule which is necessary will be prepared by the Division and furnished to the Agency.

The Agency agrees to make each installment payment on or before the due date therefor. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the amount due will be due for each day of nonpayment. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Agency. The interest penalty will be assessed from the repayment due date.

The Agency as a whole is obligated to make all payments required by this contract to the SWRCB, notwithstanding any individual default by its constituents or others in the payment to the Agency of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Agency. The Agency shall provide for the punctual payment to the SWRCB of all amounts which become due under this contract and which are received from constituents or others in the payment to the Agency. In the event of failure, neglect or refusal of any officer of the Agency to levy or cause to be levied any Charge to provide payment by the Agency under this contract, to enforce or to collect such Charge, or to pay over to the SWRCB any money collected on account of such Charge necessary to satisfy any amount due under this contract, the SWRCB may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the SWRCB. Action taken pursuant hereto shall not deprive the SWRCB of, or limit the application of, any other remedy provided by law or by this contract.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

- (B) **Project Costs.** The Agency agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Agency shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the SWRCB.
- (C) **Additional Payments.** In addition to the Installment Payments required to be made by the Agency, the Agency shall also pay to the SWRCB the reasonable extraordinary fees and expenses of the SWRCB, and of any assignee of the SWRCB's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the SWRCB or assignee of the SWRCB.

Additional Payments shall be billed to the Agency by the SWRCB from time to time, together with a statement executed by a duly authorized representative of the SWRCB, stating that the amounts billed pursuant to this section have been incurred by the SWRCB or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Agency within thirty (30) days after receipt of the bill by the Agency.

- (D) The Agency may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Agency shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.

Section 2.5. Obligation Absolute. The obligation of the Agency to make the Installment Payments and other payments required to be made by it under this Agreement, solely from Revenues and any other revenues legally available, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Agency shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 2.6. Disbursement of Project Funds; Availability of Funds.

- (A) Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:
 - (1) Upon execution and delivery of this Agreement, the Agency may request immediate disbursement of any incurred planning and design allowance as specified in Exhibit A from the Project Funds through submission to the SWRCB of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

- (2) Additional Project Funds will be promptly disbursed to the Agency upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Agency for incurred costs consistent with this Exhibit and Exhibit N.

Disbursement shall not be made more frequently than once a month. The Agency agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Agency, although the actual payment of such cost by the Agency is not required as a condition of disbursement request. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

- (B) The SWRCB's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or state government to appropriate funds necessary for disbursement of Project Funds, the SWRCB shall not be obligated to make any disbursements to the Agency under this Agreement. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Agency with a right of priority for disbursement over any other agency. If any disbursements due the Agency under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Agency when sufficient funds do become available.

SECTION 3. WITHHOLDING OF DISBURSEMENTS.

- (A) The SWRCB may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Agency has materially violated, or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Agency fails to maintain reasonable progress toward completion of the Project.

SECTION 4. PLEDGE AND LIEN OF REVENUES.

Section 4.1. In order to carry out its obligation to pay the Installment Payments, Additional Payments and, where applicable, System Obligations, the Agency agrees and covenants that it shall establish and maintain the Flood Protection Fund. All Revenues received shall be deposited when and as received in trust in the Flood Protection Fund.

Section 4.2 Pledge of Napa County Flood Protection and Watershed Improvement Sales Tax of 1998. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 is hereby pledged and a security interest granted therein in order to secure the payment of Installment Payments and Additional Payments. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency. This pledge is subordinate to the outstanding senior debt identified in Exhibit J. This pledge is not an obligation, debt, or liability of the Agency

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

against its General Fund except to the extent the General Fund is legally available to be used for repayment.

- Section 4.3 Subject to the provisions of any outstanding System Obligations, money on deposit in the Flood Protection Fund shall be applied and used first, to pay Operations and Maintenance Costs, and thereafter, all amounts due on Installment Payments, Additional Payments and System Obligations due. After making all payments herein required to be made in each Fiscal Year, the Agency may expend in such Fiscal Year any remaining money in the Flood Protection Fund for any lawful purpose of the Agency, including payment of subordinate debt.
- Section 4.4. Future Local Debt. All future debt incurred by the Agency shall be on parity with, or subordinate to, this Obligation.

SECTION 5. FINANCIAL MANAGEMENT SYSTEM AND STANDARDS.

The Agency agrees to comply with federal standards for financial management systems. The Agency agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Agency agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto.

SECTION 6. ACCOUNTING AND AUDITING STANDARDS.

The Agency will maintain separate Project accounts in accordance with generally accepted accounting principles. The contractor shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l).)

SECTION 7. BUDGET.

Budget costs are contained in the Project Funding Costs and Construction Schedules which is attached hereto and referenced as Exhibit F.

EXHIBIT I — SRF INSTALLMENT SALES AGREEMENT PAYMENT SCHEDULE

See the attached preliminary SRF Installment Sales Agreement Payment Schedule dated ~~September 20,~~
~~2007~~ **February 11, 2010**. The final SRF Installment Sales Agreement Payment Schedule will be
forwarded to the Agency after all disbursements have been paid and the Project has been completed.

**State of California - State Water Resources Control Board
State Revolving Fund Payment Schedule**

Recipient: St Helena, City of
Project No.: C-06-6093-110
Agreement No.: 07817-550-0

Date: 2/11/2010
Amount: 9,100,000
Interest rate: 1.400%
Service charge rate: 1.000%
Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI) Amount Accrued	Amt. Trans. to Principal	Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Service Charge Paid/Due	Total Payment	Ending Balance
20-Nov-2008	Disbursement	1	0.00	899,500.00	0.00							899,500.00
30-Jun-2009	End FY		899,500.00		7,695.72							899,500.00
1-Sep-2009	Disbursement	2	899,500.00	1,390,910.00	2,133.81							2,290,410.00
20-Nov-2009	Payment	1	2,290,410.00		7,036.65							2,175,401.39
7-Jan-2010	Disbursement	3	2,175,401.39	1,363,030.00	3,976.15			115,008.61	16,866.18	12,047.27	143,922.06	2,175,401.39
30-Jun-2010	End FY		3,538,431.39		23,805.78							3,538,431.39
20-Nov-2010	Payment	2	3,538,431.39				19,264.79	153,171.12	47,046.72	33,604.80	233,822.64	3,385,260.27
20-Nov-2011	Payment	3	3,385,260.27				47,393.64	152,576.40	47,393.64	33,852.60	233,822.64	3,232,683.87
20-Nov-2012	Payment	4	3,232,683.87				45,257.57	156,238.23	45,257.57	32,326.84	233,822.64	3,078,445.64
20-Nov-2013	Payment	5	3,078,445.64				43,070.24	159,987.94	43,070.24	30,764.46	233,822.64	2,916,457.70
20-Nov-2014	Payment	6	2,916,457.70				40,830.41	163,827.65	40,830.41	29,164.58	233,822.64	2,752,630.05
20-Nov-2015	Payment	7	2,752,630.05				38,536.82	167,759.52	38,536.82	27,526.30	233,822.64	2,584,870.53
20-Nov-2016	Payment	8	2,584,870.53				36,188.19	171,785.74	36,188.19	25,848.71	233,822.64	2,413,084.79
20-Nov-2017	Payment	9	2,413,084.79				33,783.19	175,908.60	33,783.19	24,130.85	233,822.64	2,237,176.19
20-Nov-2018	Payment	10	2,237,176.19				31,320.47	180,130.41	31,320.47	22,371.76	233,822.64	2,057,045.78
20-Nov-2019	Payment	11	2,057,045.78				28,798.64	184,453.54	28,798.64	20,570.46	233,822.64	1,872,592.24
20-Nov-2020	Payment	12	1,872,592.24				26,216.29	188,880.43	26,216.29	18,725.92	233,822.64	1,683,711.81
20-Nov-2021	Payment	13	1,683,711.81				23,571.97	193,413.55	23,571.97	16,837.12	233,822.64	1,490,298.28
20-Nov-2022	Payment	14	1,490,298.28				20,864.18	198,055.48	20,864.18	14,902.98	233,822.64	1,292,242.78
20-Nov-2023	Payment	15	1,292,242.78				18,091.40	202,808.81	18,091.40	12,922.43	233,822.64	1,089,433.97
20-Nov-2024	Payment	16	1,089,433.97				15,252.08	207,676.22	15,252.08	10,894.34	233,822.64	881,757.75
20-Nov-2025	Payment	17	881,757.75				12,344.61	212,660.45	12,344.61	8,817.58	233,822.64	669,097.30
20-Nov-2026	Payment	18	669,097.30				9,367.36	217,764.31	9,367.36	6,690.97	233,822.64	451,332.99
20-Nov-2027	Payment	19	451,332.99				6,318.66	222,990.65	6,318.66	4,513.33	233,822.64	228,342.34
20-Nov-2028	Payment	20	228,342.34				3,196.79	228,342.34	3,196.79	2,283.42	233,822.55	0.00
				Calculation Adjustment:		44,648.11						
				3,653,440.00	44,648.11		544,315.41	3,653,440.00	544,315.41	388,798.72	4,586,552.13	
				Outstanding Disbursement Balance:		5,446,560.00						

Attachment E



Linda S. Adams
Secretary for
Environmental Protection

State Water Resources Control Board

Division of Financial Assistance
1001 I Street, Sacramento, California 95814
P.O. Box 944212, Sacramento, California 94244-2120
(916) 341-5700 ♦ FAX (916) 341-5707 ♦ <http://waterboards.ca.gov>

Attachment E



Arnold Schwarzenegger
Governor

November 18, 2010

Ms. Mary Neilan
City Manager
City of St. Helena
1480 Main Street
St. Helena, CA 94574

Dear Ms. Neilan:

CITY OF ST. HELENA, AGREEMENT NO. 07-817-550-3, PROJECT NO. C-06-6093-110

Amendment No. 3 to your Finance Agreement was fully executed on November 18, 2010. The purpose of this Amendment is to include language for Small Community Grant Fund Charge (AB 2356). Enclosed is a copy of the executed Amendment for your files.

If you have any questions, please contact Eva Kawada at (916) 341-5715 or by e-mail at ekawada@waterboards.ca.gov.

Sincerely,

Eva Kawada
Program Analyst

Enclosure

California Environmental Protection Agency



Recycled Paper

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 2/05)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 7 Pages

AGREEMENT NUMBER
07-817-550

AMENDMENT NUMBER
3

DGS REGISTRATION
 NUMBER

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

STATE AGENCY'S NAME

State Water Resources Control Board

CONTRACTOR'S NAME

City of St. Helena

2. The term of this

Agreement is July 17, 2007 through October 31, 2029

3. The maximum amount of this \$ 9,100,000.00

Agreement after this amendment is: Nine million, one hundred thousand dollars and no cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit B – Budget Detail and Payment Provisions (5 pages attached)

Exhibit I – CWSRF Payment Schedule (2 pages attached)

All other terms and conditions shall remain the same.

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

City of St. Helena

BY (Authorized Signature)

Mary Neilan

DATE SIGNED (Do not type)

10/28/10

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Neilan, City Manager

ADDRESS 1480 Main Street St. Helena, CA. 94574

STATE OF CALIFORNIA

AGENCY NAME

State Water Resources Control Board

BY (Authorized Signature)

Esteban Almanza

DATE SIGNED (Do not type)

11/18/10

PRINTED NAME AND TITLE OF PERSON SIGNING

Esteban Almanza, Deputy Director, Division of Financial Assistance

ADDRESS

1001 I Street, 16th Floor, Sacramento, CA 95814

**California Department of General
 Services Use Only**

Approved as to form by
 Office of Chief Counsel

Date: 11/17/10

Initials: AK

☐ Exempt per.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1 ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated costs, is nine million one hundred thousand dollars and no cents (\$9,100,000.00)

SECTION 2. ASSISTANCE AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Project Funds; Repayment from Installment Payments.

Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Project Funds and the Agency hereby agrees to accept the Project Funds in the maximum principal component, of nine million one hundred thousand dollars and no cents (\$9,100,000.00) and to repay the Project Funds in Installment Payments at an interest rate of one and four tenths percent (1.4%) per annum as set forth in this Exhibit B and Exhibit I attached hereto. The Agency also agrees to pay a Service Charge at the rate of one percent (1%) per annum as set forth in Exhibit B and I attached hereto. The Agency agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Revenues and/or other amounts legally available to the Agency. Interest and Service Charges on any funds disbursed to the Agency shall begin to accrue as of the date of each disbursement. The combined rate on these charges shall be two and four tenths percent (2.4%) per annum as set forth in Exhibits B and I attached hereto. This rate is based on the sale of State General Obligation Bonds held on June 20, 2007, and is set when the Agreement is certified to the Agency. **The interest rate herein is hereby suspended and wholly replaced with the AB 2356 Small Community Grant Fund Charge until the payment date in 2014, as shown in Exhibit I, at which date the interest obligation shall recommence. The total repayment obligation of the Agency shall not be increased by this temporary substitution of charge for rate.**

Section 2.2. Purchase and Sale of Project.

The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Deed of Trust on Project Properties and Liens.

The Agency shall request disbursement of Project Funds for acquisition of Properties 30 to 45 days prior to anticipated close of escrow. SWRCB will make such disbursement to the escrow account.

The Agency shall at the closing of escrow cause to be recorded with the Recorder's Office of the County of Napa the Deed of Trust, duly executed and acknowledged by Agency, as Trustor in favor of Title Company, as Trustee and SWRCB as Beneficiary. The Agency shall record the SWRCB as a senior lien holder on the Project and System properties, including but not limited to the Properties, and provide proof of such prior to requesting release from escrow of Project funds for acquisition of the Properties under

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

this agreement. Agency shall, at Closing, cause Title Company to issue an ALTA lender's policy of title insurance with coverage in the amount of the purchase price of the Properties insuring that the Deed of Trust is a first deed of trust on the subject properties.

Section 2.4. Amounts Payable by the Agency.

- (A) **Installment Payments.** Repayment of the Project Funds, together with all interest accruing thereon, and payment of the Service Charge shall be repaid in annual installments commencing on the date that is one year after the first disbursement, and shall be fully amortized not later than 20 years after first disbursement.

The Installment Payment is based on a standard fully amortized assistance amount with equal annual repayments. The remaining balance is the previous balance, plus the disbursements, plus the accrued interest and Service Charge on both, less the repayment. Exhibit I is a SRF Installment Sales Agreement Payment Schedule based on the provisions of this article and an estimated disbursement schedule. The actual repayments will be based on actual disbursements.

Upon Completion of Acquisition and submission of necessary reports, the Division will prepare an appropriate SRF Installment Sales Agreement Payment Schedule and supply the same to the Agency. The SRF Installment Sales Agreement Payment Schedule may be amended as necessary to accurately reflect amounts due under this contract. Any amended SRF Installment Sales Agreement Payment Schedule which is necessary will be prepared by the Division and furnished to the Agency.

The Agency agrees to make each installment payment on or before the due date therefor. A ten-day grace period will be allowed. A penalty in the amount of one-tenth of one percent (0.1%) of the amount due will be due for each day of nonpayment. For purposes of penalty assessment, repayment will be deemed to have been made if repayment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Agency. The interest penalty will be assessed from the repayment due date.

The Agency as a whole is obligated to make all payments required by this contract to the SWRCB, notwithstanding any individual default by its constituents or others in the payment to the Agency of fees, charges, taxes, assessments, tolls or other charges ("Charges") levied or imposed by the Agency. The Agency shall provide for the punctual payment to the SWRCB of all amounts which become due under this contract and which are received from constituents or others in the payment to the Agency. In the event of failure, neglect or refusal of any officer of the Agency to levy or cause to be levied any Charge to provide payment by the Agency under this contract, to enforce or to collect such Charge, or to pay over to the SWRCB any money collected on account of such Charge necessary to satisfy any amount due under this contract, the SWRCB may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition or levying and collection of any of such Charges and the payment of the money collected therefrom to the SWRCB. Action taken pursuant hereto shall not deprive the SWRCB of, or limit the application of, any other remedy provided by law or by this contract.

Each Installment Payment shall be paid by check and in lawful money of the United States of America.

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

- (B) **Project Costs.** The Agency agrees to pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Agency shall nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the SWRCB.

- (C) **Additional Payments.** In addition to the Installment Payments required to be made by the Agency, the Agency shall also pay to the SWRCB the reasonable extraordinary fees and expenses of the SWRCB, and of any assignee of the SWRCB's right, title and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, attorneys, litigation costs, insurance premiums and all other extraordinary costs reasonably incurred by the SWRCB or assignee of the SWRCB.

Additional Payments shall be billed to the Agency by the SWRCB from time to time, together with a statement executed by a duly authorized representative of the SWRCB, stating that the amounts billed pursuant to this section have been incurred by the SWRCB or its assignee for one or more of the above items and a copy of the invoice or statement for the amount so incurred or paid. Amounts so billed shall be paid by the Agency within thirty (30) days after receipt of the bill by the Agency.

- (D) **The Agency may without penalty prepay all or any portion of the outstanding principal amount of the Obligation provided that the Agency shall also pay at the time of such prepayment all accrued interest on the principal amount prepaid through the date of prepayment.**

Section 2.5. Obligation Absolute. The obligation of the Agency to make the Installment Payments and other payments required to be made by it under this Agreement, solely from Revenues and any other revenues legally available, is absolute and unconditional, and until such time as the Installment Payments and Additional Payments have been paid in full, the Agency shall not discontinue or suspend any Installment Payments or other payments required to be made by it hereunder when due, whether or not the System or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Installment Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

Section 2.6. Disbursement of Project Funds; Availability of Funds.

- (A) **Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:**
- (1) **Upon execution and delivery of this Agreement, the Agency may request immediate disbursement of any incurred planning and design allowance as specified in Exhibit A from the Project Funds through submission to the SWRCB of the Disbursement Request Form 260, or any amendment thereto, duly completed and executed.**
 - (2) **Additional Project Funds will be promptly disbursed to the Agency upon receipt of Disbursement Request Form 260, or any amendment thereto, duly completed and executed by the Agency for incurred costs consistent with this Exhibit and Exhibit N.**

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Disbursement shall not be made more frequently than once a month. The Agency agrees that it will not request disbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Agency, although the actual payment of such cost by the Agency is not required as a condition of disbursement request. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.

- (B) The SWRCB's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or state government to appropriate funds necessary for disbursement of Project Funds, the SWRCB shall not be obligated to make any disbursements to the Agency under this Agreement. This provision shall be construed as a condition precedent to the obligation of the SWRCB to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Agency with a right of priority for disbursement over any other agency. If any disbursements due the Agency under this contract are deferred because sufficient funds are unavailable, such disbursement will be made to the Agency when sufficient funds do become available.

SECTION 3. WITHHOLDING OF DISBURSEMENTS.

- (A) The SWRCB may withhold all or any portion of the funds provided for by this Agreement in the event that:
- (1) The Agency has materially violated or threatens to materially violate, any term, provision, condition, or commitment of this Agreement; or
 - (2) The Agency fails to maintain reasonable progress toward completion of the Project.

SECTION 4. PLEDGE AND LIEN OF REVENUES.

Section 4.1. In order to carry out its obligation to pay the Installment Payments, Additional Payments and, where applicable, System Obligations, the Agency agrees and covenants that it shall establish and maintain the Flood Protection Fund. All Revenues received shall be deposited when and as received in trust in the Flood Protection Fund.

Section 4.2. Pledge of Napa County Flood Protection and Watershed Improvement Sales Tax of 1998. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 is hereby pledged and a security interest granted therein in order to secure the payment of Installment Payments and Additional Payments. The Napa County Flood Protection and Watershed Improvement Sales Tax of 1998 shall be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Agency. This pledge is subordinate to the outstanding senior debt identified in Exhibit J. This pledge is not an obligation, debt, or liability of the Agency against its General Fund except to the extent the General Fund is legally available to be used for repayment.

Section 4.3. Subject to the provisions of any outstanding System Obligations, money on deposit in the Flood Protection Fund shall be applied and used first, to pay Operations and Maintenance

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

Costs, and thereafter, all amounts due on Installment Payments, Additional Payments and System Obligations due. After making all payments herein required to be made in each Fiscal Year, the Agency may expend in such Fiscal Year any remaining money in the Flood Protection Fund for any lawful purpose of the Agency, including payment of subordinate debt.

Section 4.4. Future Local Debt. All future debt incurred by the Agency shall be on parity with, or subordinate to, this Obligation.

SECTION 5. FINANCIAL MANAGEMENT SYSTEM AND STANDARDS.

The Agency agrees to comply with federal standards for financial management systems. The Agency agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Agency agrees to be bound by and to comply with, the provisions and requirements of the federal Single Audit Act of 1984 (Pub. L. 98-502) Office of Management and Budget (OMB) Circular No. A-133, and updates or revisions, thereto.

SECTION 6. ACCOUNTING AND AUDITING STANDARDS.

The Agency will maintain separate Project accounts in accordance with generally accepted accounting principles. The contractor shall comply with "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" promulgated by the U.S. General Accounting Office. (40 CFR § 35.3135(l))

SECTION 7. BUDGET.

Budget costs are contained in the Project Funding Costs and Construction Schedules which is attached hereto and referenced as Exhibit F.

EXHIBIT I — CWSRF ~~INSTALLMENT SALES AGREEMENT~~ PAYMENT SCHEDULE

See the attached preliminary CWSRF ~~Installment Sales Agreement~~ Payment Schedule dated ~~February 11, 2010~~ October 20, 2010.

**State of California - State Water Resources Control Board
State Revolving Fund Payment Schedule**

Recipient: St Helena, City of
Project No.: C-06-6093-110
Agreement No.: 07817-550 0

Date: 10/20/2010
Amount: 9,100,000
Interest rate: 1.400%
Service/Grant charge rate: Variable
Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI) Amount Accrued	Amt. Trans. to Principal	Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Service Charge Paid/Due	Grant Charge Paid/Due	Total Payment	Ending Balance
20-Nov-2008	Disbursement	1	0.00	899,500.00			0.00			0.00	0.00		899,500.00
30-Jun-2009	End FY		899,500.00				7,695.72			0.00	0.00		899,500.00
1-Sep-2009	Disbursement	2	899,500.00	1,380,810.00			2,133.81			0.00	0.00		2,280,410.00
20-Nov-2009	Payment	1	2,280,410.00				7,038.65	115,008.61	16,866.18	12,047.27	0.00	143,922.06	2,175,401.39
7-Jan-2010	Disbursement	3	2,175,401.39	1,363,030.00			0.00			0.00	0.00		3,538,431.39
9-Jun-2010	Disbursement	4	3,538,431.39	190,024.00			0.00			0.00	0.00		3,728,455.39
30-Jun-2010	End FY		3,728,455.39				0.00			0.00	0.00		3,728,455.39
30-Aug-2010	Disbursement	5	3,728,455.39	1,255,134.00			0.00			0.00	0.00		4,983,589.39
20-Nov-2010	Payment	2	4,983,589.39				0.00	163,540.41	0.00	34,454.63	48,236.49	246,231.53	4,820,048.98
20-Nov-2011	Payment	3	4,820,048.98				0.00	211,642.37	0.00	48,200.49	67,480.69	327,323.55	4,608,406.61
20-Nov-2012	Payment	4	4,608,406.61				0.00	216,721.79	0.00	46,084.07	64,517.69	327,323.55	4,391,684.82
20-Nov-2013	Payment	5	4,391,684.82				0.00	221,923.11	0.00	43,916.85	61,483.59	327,323.55	4,169,761.71
20-Nov-2014	Payment	6	4,169,761.71				58,376.66	227,249.27	58,376.66	41,697.62	0.00	327,323.55	3,942,512.44
20-Nov-2015	Payment	7	3,942,512.44				55,195.17	232,703.26	55,195.17	39,425.12	0.00	327,323.55	3,709,809.18
20-Nov-2016	Payment	8	3,709,809.18				51,937.33	238,288.13	51,937.33	37,098.09	0.00	327,323.55	3,471,521.05
20-Nov-2017	Payment	9	3,471,521.05				48,601.29	244,007.05	48,601.29	34,715.21	0.00	327,323.55	3,227,514.00
20-Nov-2018	Payment	10	3,227,514.00				45,185.20	249,863.21	45,185.20	32,275.14	0.00	327,323.55	2,977,650.79
20-Nov-2019	Payment	11	2,977,650.79				41,687.11	255,859.93	41,687.11	29,776.51	0.00	327,323.55	2,721,790.86
20-Nov-2020	Payment	12	2,721,790.86				38,105.07	262,000.57	38,105.07	27,217.91	0.00	327,323.55	2,459,790.29
20-Nov-2021	Payment	13	2,459,790.29				34,437.06	268,288.59	34,437.06	24,597.90	0.00	327,323.55	2,191,501.70
20-Nov-2022	Payment	14	2,191,501.70				30,681.02	274,727.51	30,681.02	21,915.02	0.00	327,323.55	1,916,774.19
20-Nov-2023	Payment	15	1,916,774.19				26,834.84	281,320.87	26,834.84	19,167.74	0.00	327,323.55	1,635,453.22
20-Nov-2024	Payment	16	1,635,453.22				22,898.35	288,072.67	22,898.35	16,354.53	0.00	327,323.55	1,347,380.55
20-Nov-2025	Payment	17	1,347,380.55				18,863.33	294,986.41	18,863.33	13,473.81	0.00	327,323.55	1,052,394.14
20-Nov-2026	Payment	18	1,052,394.14				14,733.52	302,066.09	14,733.52	10,523.94	0.00	327,323.55	750,328.05
20-Nov-2027	Payment	18	750,328.05				10,504.59	309,315.68	10,504.59	7,503.28	0.00	327,323.55	441,012.37
20-Nov-2028	Payment	20	441,012.37				6,174.17	441,012.37	6,174.17	4,410.12	0.00	451,596.66	0.00
				5,098,598.00			521,078.89	5,098,598.00	521,078.89	544,855.25	241,718.46	6,408,250.60	
Outstanding Disbursement Balance:				4,001,402.00									

Attachment E

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 2/05)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 3 Pages

AGREEMENT NUMBER 07-817-550	AMENDMENT NUMBER 4
DGS REGISTRATION NUMBER:	

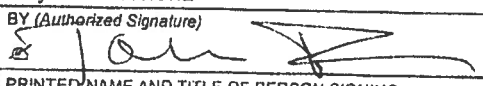
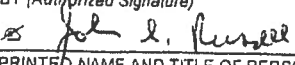
- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
State Water Resources Control Board
 CONTRACTOR'S NAME
City of St. Helena
- The term of this Agreement is July 17, 2007 through November 20, 2028
- The maximum amount of this Agreement after this amendment is: \$7,999,500.00
Seven million, nine hundred ninety nine thousand five hundred dollars and no cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

Exhibit B – Budget Detail and Payment Provisions (1 page attached)
 Exhibit I – CWSRF Payment Schedule (2 pages attached)

All other terms and conditions shall remain the same.

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

CONTRACTOR		California Department of General Services Use Only Approved as to Form by Office of Chief Counsel Date: Initials: N/A
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>City of St. Helena</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6-5-17</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Toby Ross, Interim City Manager</u>		
ADDRESS <u>1480 Main Street St. Helena. CA. 94574</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>State Water Resources Control Board</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>6/20/14</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>John S. Russell, Acting Deputy Director, Division of Financial Assistance</u>		
ADDRESS <u>1001 I Street, 16th Floor, Sacramento, CA 95814</u>		

☐ Exempt per

EXHIBIT B — BUDGET DETAIL AND PAYMENT PROVISIONS

SECTION 1. ESTIMATED COST OF PROJECT.

The estimated reasonable cost of the total Project at the time of SWRCB Approval, including associated costs, is nine million one hundred thousand dollars and no cents (\$9,100,000.00).

SECTION 2. ASSISTANCE AMOUNT AND FINANCING PROVISIONS.

Section 2.1. Project Funds; Repayment from Installment Payments.

Subject to the conditions and in accordance with the terms of this Agreement, the SWRCB hereby agrees to provide the Project Funds and the Agency hereby agrees to accept the Project Funds in the maximum principal component, of ~~nine million one hundred thousand dollars and no cents (\$9,100,000.00)~~ **seven million nine hundred ninety nine thousand five hundred dollars and no cents (\$7,999,500.00)** and to repay the Project Funds in Installment Payments at an interest rate of one and four tenths percent (1.4%) per annum as set forth in this Exhibit B and Exhibit I attached hereto. The Agency also agrees to pay a Service Charge at the rate of one percent (1%) per annum as set forth in Exhibit B and I attached hereto. The Agency agrees that it shall not be entitled to interest earned on undisbursed project funds. Upon execution of this Agreement, the SWRCB shall encumber an amount equal to the Obligation. The Agency hereby agrees to pay Installment Payments solely from Revenues and/or other amounts legally available to the Agency. Interest and Service Charges on any funds disbursed to the Agency shall begin to accrue as of the date of each disbursement. The combined rate on these charges shall be two and four tenths percent (2.4%) per annum as set forth in Exhibits B and I attached hereto. This rate is based on the sale of State General Obligation Bonds held on June 20, 2007, and is set when the Agreement is certified to the Agency. The interest rate herein is hereby suspended and wholly replaced with the AB 2356 Small Community Grant Fund Charge ~~until the payment date in 2014, as shown in Exhibit I, at which date the interest obligation shall recommence.~~ The total repayment obligation of the Agency shall not be increased by this temporary substitution of charge for rate.

Section 2.2. Purchase and Sale of Project.

The Agency hereby sells to the SWRCB and the SWRCB hereby purchases from the Agency the Project. Simultaneously therewith, the Agency hereby purchases from the SWRCB, and the SWRCB hereby sells to the Agency, the Project in accordance with the provisions of this Agreement. All right, title and interest in the Project shall immediately vest in the Agency on the date of execution and delivery of this Agreement without further action on the part of the Agency or the SWRCB.

Section 2.3. Deed of Trust on Project Properties and Liens.

The Agency shall request disbursement of Project Funds for acquisition of Properties 30 to 45 days prior to anticipated close of escrow. SWRCB will make such disbursement to the escrow account.

Attachment E

City of St. Helena

Agreement No.: 07-817-550-34

Project No.: C-06-6093-110

Page 1 of 2

EXHIBIT I — CWSRF PAYMENT SCHEDULE

| See the attached CWSRF Payment Schedule dated ~~October 20, 2010~~ April 29, 2014.

**State of California - State Water Resources Control Board
State Revolving Fund Payment Schedule**

Recipient: St Helena, City of
Project No.: C-06-6093-110
Agreement No.: 07817-550-0

Date: 4/29/2014
Amount: 7,999,500
Interest rate: 0.000%
Service/Grant charge rate: Variable
Term: 20 Years

Date	Disbursement/ Payment	No.	Beginning Balance	Draw Amount	Construction Period Interest (CPI)		Annual Interest Accrued	Principal Paid/Due	Interest Paid/Due	Service Charge Paid/Due	Grant Charge Paid/Due	Total Payment	Ending Balance
					Amount Accrued	Amt. Trans. to Principal							
20-Nov-2008	Disbursement	1	0.00	899,500.00			0.00			0.00	0.00		899,500.00
30-Jun-2009	End FY		899,500.00				7,695.72			0.00	0.00		899,500.00
1-Sep-2009	Disbursement	2	899,500.00	1,390,910.00			2,133.81			0.00	0.00		2,290,410.00
20-Nov-2009	Payment	1	2,290,410.00							0.00	0.00		2,290,410.00
7-Jan-2010	Disbursement	3	2,175,401.39	1,363,030.00			7,036.65	115,008.61	16,866.18	12,047.27	0.00	143,922.06	2,175,401.39
9-Jun-2010	Disbursement	4	3,538,431.39	190,024.00			0.00			0.00	0.00		3,538,431.39
30-Jun-2010	End FY		3,728,455.39				0.00			0.00	0.00		3,728,455.39
30-Aug-2010	Disbursement	5	3,728,455.39	1,255,134.00			0.00			0.00	0.00		3,728,455.39
20-Nov-2010	Payment	2	4,983,589.39					238,370.87	0.00	37,243.82	52,141.35	327,756.04	4,983,589.39
8-Dec-2010	Disbursement	6	4,745,218.52	2,020,946.00			0.00			0.00	0.00		4,745,218.52
30-Jun-2011	End FY		6,766,164.52				0.00			0.00	0.00		6,766,164.52
12-Sep-2011	Disbursement	7	6,766,164.52	879,956.00			0.00			0.00	0.00		6,766,164.52
20-Nov-2011	Payment	3	7,646,120.52					362,852.69	0.00	66,313.31	95,638.64	526,804.64	7,646,120.52
20-Nov-2012	Payment	4	7,283,267.83					352,006.21	0.00	72,832.68	101,965.75	526,804.64	6,931,261.62
20-Nov-2013	Payment	5	6,931,261.62					360,454.36	0.00	69,312.62	97,037.66	526,804.64	6,570,807.26
20-Nov-2014	Payment	6	6,570,807.26					369,105.27	0.00	65,708.07	91,991.30	526,804.64	6,201,701.99
20-Nov-2015	Payment	7	6,201,701.99					377,963.79	0.00	62,017.02	86,823.83	526,804.64	5,823,738.20
20-Nov-2016	Payment	8	5,823,738.20					367,034.92	0.00	58,237.38	81,532.34	526,804.64	5,436,703.28
20-Nov-2017	Payment	9	5,436,703.28					396,323.76	0.00	54,367.03	76,113.85	526,804.64	5,040,378.52
20-Nov-2018	Payment	10	5,040,378.52					405,835.53	0.00	50,403.80	70,565.31	526,804.64	4,634,543.99
20-Nov-2019	Payment	11	4,634,543.99					415,575.58	0.00	46,345.44	64,883.62	526,804.64	4,218,968.41
20-Nov-2020	Payment	12	4,218,968.41					425,549.40	0.00	42,189.68	59,065.56	526,804.64	3,793,419.01
20-Nov-2021	Payment	13	3,793,419.01					435,762.58	0.00	37,934.19	53,107.87	526,804.64	3,357,656.43
20-Nov-2022	Payment	14	3,357,656.43					446,220.89	0.00	33,576.56	47,007.19	526,804.64	2,911,435.54
20-Nov-2023	Payment	15	2,911,435.54					456,930.19	0.00	26,114.35	40,760.10	526,804.64	2,454,505.35
20-Nov-2024	Payment	16	2,454,505.35					467,896.51	0.00	24,545.05	34,363.08	526,804.64	1,986,608.84
20-Nov-2025	Payment	17	1,986,608.84					479,128.03	0.00	19,866.09	27,812.52	526,804.64	1,507,482.81
20-Nov-2026	Payment	18	1,507,482.81					490,625.05	0.00	15,074.83	21,104.76	526,804.64	1,016,857.76
20-Nov-2027	Payment	19	1,016,857.76					502,400.05	0.00	10,168.58	14,236.01	526,804.64	514,457.71
20-Nov-2028	Payment	20	514,457.71						0.00	5,144.58	7,202.41	526,804.70	0.00
				7,999,500.00			16,866.18	7,999,500.00	16,866.18	814,442.35	1,123,353.15	9,954,161.68	
				Outstanding Disbursement Balance:								0.00	

Attachment E

**STATE OF CALIFORNIA
THE NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND
CITY OF ST. HELENA
UNDER THE FLOOD PROTECTION CORRIDOR PROGRAM**

THIS AGREEMENT, made in quintuplicate and commencing this 1st day of November of 2009, is entered into by and between the Department of Water Resources of the State of California (hereinafter called the State), and the City of St. Helena (hereinafter called the Grantee).

The State and the Grantee agree as follows:

SECTION 1 PURPOSE OF AGREEMENT

This Agreement is made by and between the State and the Grantee to assist in financing a Flood Protection Project pursuant to the Safe Drinking Water, Clean Water, Watershed Protection, and Flood Protection Act, (California Water Code Section 79035 et seq. Division 26, Chapter 5, Article 2.5), and Public Resources Code Section 75001, et seq. the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, specifically Public Resources Code Section 75032.5.

Grant funds may be used only as provided in this Agreement for such Eligible Project Costs as set forth in the Project description and Budget, copies of which are incorporated herein by this reference and set forth in Exhibit B, Project Location, Exhibit C, Scope of Work and Exhibit D, Budget which describe tasks to be accomplished and costs associated with those tasks under this Agreement.

SECTION 2 TERM OF AGREEMENT

This Agreement shall remain in effect for three (3) years from the date of execution. The date of execution shall be the last date of the required signatures of the parties to the Agreement. Certain activities specified in this Agreement have a different term such as maintenance responsibilities of the grantee which continue in perpetuity and require annual reporting for five years after project completion.

SECTION 3 PROJECT COSTS

The Total Project Costs (identified in Exhibit D) are estimated to be \$30,725,553.00.

SECTION 4 STATE GRANT

Pursuant to the California Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Act of 2006, and subject to the availability of funds, including any mandates from the Department of Finance, the Pooled Money Investment Board, or any other State authority, the State will reimburse the Grantee, in accordance with the terms of this Agreement, an amount equal to the Grantee's eligible expenditures for this project not to exceed \$3,100,000.00, as the State Share, as identified in Exhibit D, Budget. The State will not make payments of any kind—advances or reimbursements—until funding is made available by the State Treasurer, after allocation decisions are made by the Pooled Money Investment Board and Department of Finance.

SECTION 5 GRANTEE'S COST SHARE AMOUNT

The Grantee agrees to fund the difference, if any, between the actual Project Cost and the State Grant (Section 4). The rate of payment of State grant funds expressed as a percentage share of the State Grant cannot exceed the rate of payment of expenses by the grantee expressed as a percentage of the grantee's share of project costs without prior State authorization.

SECTION 6 INCORPORATION OF STANDARD TERMS AND GRANTEE COMMITMENTS

In addition to Exhibits B, C, and D, this agreement by this reference incorporates Exhibit A, Standard Terms and Exhibit G, Adaptive Management Plan. The Grantee accepts and agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations and statements made by the Grantee in the Application, documents, amendments and communications filed in support of its request for financing.

SECTION 7 METHOD OF PAYMENT

The Grantee shall submit invoices on a quarterly basis for non-capital costs and on an as-needed basis for capital costs. All payments will be made to the Grantee upon receipt of an original invoice by the State of California, Department of Water Resources, 3310 El Camino Avenue, Room 147, Sacramento, California 95821, to the attention of David Martasian, Project Manager for the State. Invoices should include SAP contract number and work plan element identification.

The Grantee shall meet all conditions for disbursement of money under this Agreement, including the provisions of the Conditions for Disbursement which is located in Exhibit A. Failure by Grantee to comply may, at the option of the State, result in termination of the Agreement.

SECTION 8 PROGRESS REPORTS AND STATEMENT OF COSTS

The Grantee shall submit quarterly progress reports, starting with the end of the first complete calendar quarter after date of execution, describing the status of the Project and containing a Statement of Costs to the State. The submittal and approval by the State of these reports is a requirement for continued disbursement of State Grant funds. Progress reports shall summarize the work completed during the reporting period, include a statement of progress toward completion compared to the Project schedule, and provide a comparison of costs to date compared to the approved scope of work and Project budget. Additionally, if the grantee is aware of any anticipated problems, obstacles, or issues that could affect the project budget, schedule, or scope of work, they should be discussed in the progress reports.

SECTION 9 FINAL REPORTS

Upon project completion or termination, the Grantee shall submit a Final Report describing project activities and a report of expenditures (Final Financial Report) for the State's review and comment. The Final Report and Final Financial Report shall both be submitted within sixty (60) days of the project completion or termination. The Final Report shall describe the results of the project's activities, and include photographs of pre-project conditions and of the work completed. The Grantee shall also submit a Post-Completion Annual Report of Maintenance Activities annually for five years following completion of the project, with the first report due 12 months after the project completion date.

For any construction activity undertaken pursuant to and funded by this agreement, upon completion of the project the Grantee shall provide for a final inspection and a written certification by a California Registered Civil Engineer that the project has been completed in accordance with final plans and specifications and any modifications thereto. Such certification shall be submitted to the State with a copy of the final report of project expenditures required in the paragraph below. The Grantee shall keep on file, for the useful life of the project, as built plans and specifications for the project. Such documents shall be made available for inspection by the State upon reasonable notice.

The Final Financial Report documenting total project expenditures shall be submitted by the Grantee at the same time as the Final Report.

SECTION 10 RELATIONSHIPS OF PARTIES

The Grantee, its contractors, subcontractors, and their respective agents and employees required for performing any work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the State. Grantee is solely responsible for planning, design, construction, maintenance, and operation of the activity undertaken pursuant to and funded by this agreement. Any review or approval by the State is solely for the purpose of proper administration of State funding and shall not be deemed to relieve or restrict Grantee's responsibility for its work.

SECTION 11 PERMITS, LICENSES, APPROVALS AND LEGAL OBLIGATIONS

The Grantee shall be responsible for obtaining any and all permits, licenses and approvals required for performing any work under this Agreement, including those necessary for planning and implementing the Project. The Grantee shall be responsible for complying with all applicable federal, State and local laws, rules or regulations affecting any such work, specifically including, but not limited to, environmental, labor, procurement and safety laws, rules, regulations and ordinances.

Without limiting the foregoing, Grantee shall keep informed of and take all measures necessary to ensure compliance with the California Labor Code requirements, including but not limited to Section 1720 *et seq.* of the California Labor Code regarding public works, limitations on use of volunteer labor (California Labor Code Section 1720.4), labor compliance programs (California Labor Code Section 1771.5), and payment of prevailing wages for work done under this funding agreement.

Work that is subject to the California Environmental Quality Act (CEQA) and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the State Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.

SECTION 12 GRANTEE'S RESPONSIBILITIES FOR WORK

The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to bid disputes and payment disputes with the Grantee's contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

SECTION 13 PROJECT OFFICIALS AND NOTICES

The Project Manager for the State is David Martasian.

The Grantee Project Manager shall be Karen Scalabrini. The Grantee Project Manager shall be the Grantee's representative for the administration of the Agreement and shall have full authority to act on behalf of the Grantee, including authority to execute all payment requests. All communications given to the Project Manager shall be as binding as if given to the Grantee.

Either party may change its representative upon written notice to the other party. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing to the Project Manager.

Notices required to be given to the State in writing by the Grantee under this Agreement shall be sent to:

David Martasian
State of California
Department of Water Resources
Flood Protection Corridor Program
3310 El Camino Avenue, Room 140
Sacramento, CA 95821
(916) 574-1300

Notices required to be given to the Grantee in writing by the State under this Agreement shall be sent to:

Karen Scalabrini, City Finance Director
City of St. Helena
1480 Main Street
St. Helena, CA 94574
(707) 968-2751

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

Notices may be sent by any of the following means: delivery in person, by certified U.S. Mail, postage prepaid, by "overnight" delivery service or, electronic transmission followed by submittal of a hard copy.

SECTION 14 MAINTENANCE OF PROPERTY IMPROVED

Grantee agrees to use, manage, and maintain the property developed, rehabilitated, or restored with the grant funds provided in this Agreement consistent with the purposes of the program and is required to continue in perpetuity or until deemed no longer necessary by the State. Specific maintenance activities are outlined in Exhibit E, Planned Maintenance Activities. The Grantee or their successors may, with the approval of the State, transfer this responsibility to use, manage, and maintain the property as discussed in Exhibit A, Standard Terms: Easements. Such title transfer will occur in a way that binds the new owner to the same obligations.

IN WITNESS HEREOF, the following authorized representatives have executed this Agreement as of the date first above written and approved as to Legal form and sufficiency.

CITY OF ST. HELENA

By: Mary Neilan
Mary Neilan, City Manager

Date: 10/13/10

STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES

By: Mark W. Cowin
Mark W. Cowin, Director

Date: 4/4/11

Approved as to Legal Form and Sufficiency

By: Cathy Crothers
Cathy Crothers, Acting Chief Counsel

Date: 3/30/11

Attachment 2

Exhibit A – Standard Terms

STANDARD TERMS

1. ACCOUNTING AND DEPOSIT OF GRANT DISBURSEMENT:

- a) **Separate Accounting of State Grant Disbursements and Interest Records:**
The Grantee shall account for the money disbursed pursuant to this Agreement separately from all other Grantee's funds. The Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. The Grantee shall keep complete and accurate records of all receipts, disbursements, and interest earned on expenditures of such funds. The Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by the State at any and all reasonable times.
- b) **Disposition of Money Disbursed:**
All money disbursed pursuant to this Agreement shall be deposited, administered, and accounted for pursuant to the provisions of applicable law.
- c) **Remittance of Unexpended Funds:**
The Grantee, within a period of sixty (60) days from the final disbursement from the State to the Grantee of State Grant funds, shall remit to the State any unexpended funds that were disbursed to the Grantee under this Agreement and were not needed to pay Eligible Project Costs.
- d) **Interim and Final Audits:**
The State reserves the right to conduct an audit at any time between the execution of this Agreement and the completion of the Project, with the costs of such audit borne by the State. After completion of the Project, the State may require the Grantee to conduct a final audit, at the State's expense.

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit of the State for a period of three years after project completion. All Grantee's records and the Grantee's subcontractors related to this agreement shall be retained for at least three years after project completion.

2. **ACKNOWLEDGEMENT OF CREDIT:** The Grantee shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project, erecting signs at the project site, or using any data and/or information developed under the Agreement.
3. **AMENDMENT:** This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request.
4. **AMERICANS WITH DISABILITIES ACT:** By signing this Agreement, Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
5. **ANTITRUST CLAIMS:** Grantee shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Grantee's contracts with other entities for acquisition of goods, and services and construction of public works with funds provided by the State under this Agreement.
6. **APPROVAL:** This Agreement is of no force or effect until signed by all parties to the agreement. Grantee may not submit invoices or receive payment until has all required signatures have been obtained.
7. **AVAILABILITY OF FUNDS:** Work to be performed under this contract is subject to availability of funds through the State's normal budget process.
8. **CALIFORNIA CONSERVATION CORPS:** As required in Water Code section 79038(b), Grantee shall examine the feasibility of using the California Conservation Corps or community conservation corps to accomplish the habitat restoration, enhancement and protection activities listed in the Scope of Work (Exhibit C), and shall use the services of one of these organizations whenever feasible.
9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Project Manager, Department of Water Resources, within thirty (30) days of the Grantee's knowledge of the claim. Project Manager and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

10. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee shall comply with all applicable laws and regulations securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.

11. CONDITIONS FOR DISBURSEMENT: The State shall have no obligation to disburse money under this Agreement unless and until the Grantee has satisfied the State that the disbursement is in accordance with the requirements of the legislation creating the funding source for the grant funds. Before engaging in site modifications to be paid for from State funds, the grantee must complete the following:

- a) For Construction Projects, the Grantee must submit to the State, final plans and specifications certified by a California Registered Civil Engineer or equivalent documentation as to compliance with the approved Project.
- b) The Grantee must submit a written statement by an authorized representative that it has obtained all necessary permits, easements, rights-of-way and approvals as may be required by other State, federal, and/or local agencies, as specified in Section 11 of this Agreement.
- c) The Grantee must demonstrate compliance with the California Environmental Quality Act and if applicable the National Environmental Policy Act by submitting copies of any environmental documents, including environmental impact reports, environmental impact statements, negative declarations, mitigation agreements, legal notices and environmental permits as may be required prior to modifying the Project site.
- d) The Grantee must demonstrate continuing availability of sufficient funds to complete the Project.
- e) The Grantee shall develop, and submit for State approval, a plan to minimize the impacts to adjacent landowners (California Water Code Section 79041, Division 26, Chapter 5, Article 2.5). This plan may require completion of a hydrologic and hydraulic study, and if so the specifications will be included in Exhibit C, the project Scope of Work.

12. CONFLICT OF INTEREST:

a) Current State Employees:

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

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

b) Former State Employees:

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

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

c) City/County/Non Profit Employees:

No employee, officer, employer or agency of the City/County/Non Profit shall participate in the selection or in the award or administration of a contract supported by State Funds if a conflict of interest, real or apparent, would be involved. The City/County/Non Profit shall comply with all applicable laws on conflict of interest including, but not limited to the following: Public Contract Code (PCC) Sections 10335.5 et seq., PCC Sections 10365.5 et seq., PCC Sections 10410 et seq., and Government Code Sections 1090 et seq., and 8100 et seq.

13. DRUG-FREE WORKPLACE CERTIFICATION: By signing this contract, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors or subcontractors for violations.
- b) Establish a Drug-Free Awareness Program to inform employees, contractors and subcontractors about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Grantee's policy of maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation and employee assistance programs, and
 - 4. Penalties that may be imposed upon employees, contractors or subcontractors for drug abuse violations.
- c) Every employee, contractor and subcontractor who works under this Agreement:
 - 1. Will receive a copy of the Grantee's drug-free policy statement, and
 - 2. Will agree to abide by terms of the Grantee's statement as a condition of employment, contract or subcontract.

14. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to property already owned in fee by the Grantee using grant funds provided through this Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to new easement owner.

Failure to provide an easement acceptable to the State can result in termination of this Agreement.

15. **ELIGIBLE PROJECT COSTS:** Grantee shall apply State Grant funds received only to eligible project costs, as identified in Exhibit D - Budget.
16. **GOVERNING LAW:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
17. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from the planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors to name the State, its officers, agents, and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
18. **INSPECTIONS OF PROJECT BY STATE:** The State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Agreement. This right shall extend to any subcontracts, and the Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Agreement with the State.
19. **INSPECTIONS OF BOOKS, RECORDS AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and the State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests as provided in the Funding Agreement.
20. **LABOR COMPLIANCE PLAN:** Prior to awarding a contract for public works projects funded in whole or in part from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, or any other source of funding so requiring, the grantee shall comply with Public Resources Code Section 75075, which requires adoption and enforcement of a labor compliance program pursuant to subdivision (b) of Labor Code Section 1771.5 for application to the funded public works project. At the

State's request, Grantee must promptly submit written evidence of its compliance with Labor Compliance Program requirements. [This item will need to be changed for Prop 1E projects]

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

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

22. **PROHIBITION AGAINST DISPOSAL OF PROPERTY WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, without prior permission of the State. The Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of the Grantee to meet its obligations under this Agreement, without prior written permission of the State. The State may require that the proceeds from the disposition of any real or personal property be remitted to the State to be applied to the Grantee's indebtedness under this Agreement.
23. **REIMBURSEMENT CLAUSE:** If applicable, travel and per diem expenses to be reimbursed under this contract shall be the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations.

24. **SEVERABILITY:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
25. **SUCCESSOR AND ASSIGNS:** This Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties hereto. No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by the State and made subject to such reasonable terms and conditions as the State may impose.
26. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
27. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided including but not limited to reasons of default under Standard Term 29 – Termination By Grantee.
28. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
29. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
30. **TIMELINESS:** Time is of the essence in this Agreement.
31. **WITHHOLDING OF GRANT FUNDS BY STATE:**
- (a) **Withholding clause:** The State, at its discretion, may withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of eligible Project Costs until the Project is completed and Final Report is received. Withheld funds may be released upon completion of milestones identified in Exhibit C, the project Scope of Work.
- (b) **Additional Conditions for Withholding:** If the State determines that the Project is not being completed substantially in accordance with the provisions of this

Agreement or that the Grantee has failed in any other respect to comply substantially with the provisions of this Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State Grant commitment and take any other action that it deems necessary to protect its interests.

32. **WORKERS' COMPENSATION:** The Grantee affirms that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self insurance in accordance with the provisions of that code, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

Attachment 3

Exhibit B – Project Location

City of St Helena
County of Napa

Vineyard Valley Mobile Home Park
100-1

Parcel One (100-1)

A portion of that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, a California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the southwest terminus of the course shown as "N60°39'E, 172.00 feet on the Record of Survey filed July 18, 1975 at Book 19 of Surveys Pages 33 through 38; thence N46°55'29"W, 35.55 feet; thence N44°01'04"E, 15.04 feet; thence N48°54'11"E, 8.03 feet; thence N65°57'13"E, 13.32 feet; thence N71°57'24"E, 11.64 feet; thence N62°13'27"E, 19.19 feet; thence N58°17'47"E, 70.29 feet; thence N61°35'37"E, 88.41 feet; thence along a non tangent curve to the left from a radial line that bears, S31°06'13"E, having a radius of 56.00 feet through a central angle of 43°14'24" an arc length of 42.26 feet; thence N15°39'23"E, 0.46 feet; thence along a tangent curve to the left having a radius of 56.00 feet through a central angle of 50°23'32" an arc length of 49.25 feet; thence N33°30'29"W, 27.09 feet; thence along a non tangent curve to the right, from a radial line that bears S55°54'00"W, having a radius of 44.00 feet through a central angle of 19°08'58" an arc length of 14.71 feet; thence N14°57'02"W, 44.16 feet; thence along a tangent curve to the left having a radius of 56.00 feet through a central angle of 17°52'17" an arc length of 17.47 feet; thence N32°49'19"W, 64.36 feet; thence along a tangent curve to the right having a radius of 44.00 feet through a central angle of 41°05'32" an arc length of 31.56 feet; thence N08°16'13"E, 48.23 feet; thence N09°06'37"W, 49.16 feet; thence along a tangent curve to the right having a radius of 44.00 feet through a central angle of 25°14'11" an arc length of 19.38 feet; thence N14°23'42"E, 76.41 feet; thence N08°58'15"W, 170.97 feet; thence N07°33'09"W, 190.46 feet; thence N04°57'33" W, 149.01 feet; thence along a non tangent curve to the left, from a radial line that bears N 86° 03' 25" E, having a radius of 100.00 feet through a central angle of 90°07'29" an arc length of 157.30 feet; thence S85°55'56"W, 471.44 feet; thence along a non tangent curve to the left, from a radial line that bears N16°49'47"W, having a radius of 158.65 feet through a central angle of 7°09'38" an arc length of 19.83 feet; thence N28°56'09"E, 155.05 feet more or less to the centerline of the Napa River; thence downstream along the centerline of said Napa River and following the meanderings thereof 1,845 feet more or less to the intersection with the centerline of Sulphur Springs Creek; thence upstream along the centerline of said Creek and following the meanderings thereof 74 feet more or less to the northern terminus of course shown as "N60°39'E, 172.00 feet on said Record of Survey; thence along last said line S62°35'31"W, 172.00 feet to the Point of Beginning.

Containing 4.70 acres, more or less.

Parcel Two (100-2)

An Access and Maintenance Easement for construction, maintenance, and operation of the St. Helena Flood project, over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership recorded

City of St Helena
County of Napa

Vineyard Valley Mobile Home Park
100-1

of 157.30 feet; thence S04°57'33"E, 149.01 feet; thence S07°33'09"E, 190.46 feet; thence S08°58'15"E, 170.97 feet; thence S14°23'42"W, 76.41 feet; thence along a non tangent curve to the left, from a radial line that bears N73°52'26"W, having a radius of 44.00 feet through a central angle of 25°14'11" an arc length 19.38 feet; thence S09°06'37"E, 49.16 feet; thence S08°16'13"W, 48.23 feet; thence along a tangent curve to the left having a radius of 44.00 feet through a central angle of 41°05'32" an arc length of 31.56 feet; thence S32°49'19"E, 64.36 feet; thence along a tangent curve to the right having a radius of 56.00 feet through a central angle of 17°52'17" an arc length of 17.47 feet; thence S14°57'02"E, 44.16 feet; thence along a tangent curve to the left having a radius of 44.00 feet through a central angle of 19°08'58" an arc length of 14.71 feet; thence S33°30'29"E, 27.09 feet; thence along a non tangent curve to the right, from a radial line that bears N55°15'51"E, having a radius of 56.00 feet through a central angle of 50°23'32" an arc length of 49.25 feet; thence S15°39'23"W, 0.46 feet; thence along a tangent curve to the right having radius of 56.00 feet through a central angle of 43°14'24" an arc length of 42.26 feet; thence S61°35'37"W, 88.41 feet; thence S58°17'47"W, 70.29 feet; thence S62°13'27"W, 19.19 feet; thence 71°57'24"W, 11.64 feet; thence S65°57'13"W, 13.32 feet; thence S48°54'11"W, 8.03 feet; thence S44°01'04"W, 15.04 feet to the True Point of Beginning.

Containing 22,429 square feet, more or less.

Parcel Three (100-3)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

BEGINNING at Point B as designated in the description of Parcel 2 hereinabove; thence along a non tangent curve to the left, from a radial line that bears N35°35'30"W, having a radius of 40.00 feet through a central angle of 17°41'57" an arc length of 12.36 feet; thence along a reverse curve having a radius 15.00 feet through a central angle of 59°23'48" an arc length of 15.55 feet; thence N83°53'39"W, 19.57 feet; thence along a tangent curve to the left having a radius of 163.00 feet through a central angle of 31°01'50" an arc length of 88.28 feet; thence along a reverse curve having a radius of 15.00 feet through a central angle of 74°12'04" an arc length of 19.43 feet; thence along a reverse curve having a radius of 40.00 feet through a central angle of 28°54'56" an arc length of 20.19 feet; thence N85°55'56"W, 162.39 feet to the Point of Beginning.

Containing 1,625 square feet, more or less.

Parcel Four (100-4)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

City of St Helena
County of Napa

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100-1

BEGINNING at Point "A" as designated in the description of Parcel 2 hereinabove; thence N80°59'17"W, 34.64 feet; thence N31°20'58"W, 19.42 feet; thence N31°50'35"W, 37.49 feet; thence N08°34'05"W, 73.63 feet; thence N07°13'01"E, 14.43 feet; thence along a non tangent curve to the left, from a radial line that bears S36°43'35"E, having a radius of 40.00 feet through a central angle of 99°32'10" an arc length of 69.49 feet; thence along a non tangent curve to the right, from a radial line that bears N19°19'15" E, having a radius of 88.00 feet through a central angle of 86°44'08" an arc length of 102.50 feet; thence S04°57'30"E, 125.42 feet to the Point of Beginning.

Containing 9,531 square feet, more or less.

Parcel Five (100-5)

A temporary Construction Easement which will expire On December 31, 2009 over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said easement being more particularly described as follows:

BEGINNING at Point "C" as designated in the description of Parcel 2 hereinabove; thence along a non tangent curve to the left, from a radial line that bears N28°29'47"W, having a radius of 40.00 feet through a central angle of 51°43'42" an arc length of 36.11 feet; thence N80°13'29"W, 25.98 feet; thence S77°56'31"W, 25.00 feet; thence N76°27'42"W, 29.17 feet; thence N85°10'59"W, 39.07 feet; thence S89°47'31"W, 78.54 feet; thence S55°06'21"W, 28.32 feet; thence along a non tangent curve to the left, from a radial line that bears N61°19'23"E, having a radius of 40.00 feet through a central angle of 28°07'19" an arc length of 19.63 feet; thence along a non tangent curve to the right, from a radial line that bears N36°37'16"W, having a radius of 21.00 feet through a central angle of 32°33'12" an arc length of 11.93 feet; thence N85°55'56"E, 242.21 feet to the Point of Beginning.

Containing 3,274 square feet, more or less.

Parcel Six (100-6)

An Ingress and Egress Easement, for construction, maintenance, and operation of the St. Helena Flood project, over upon and across that certain real property situate in the City of St Helena, County of Napa, State of California being a portion of lands described in the Grant Deed to Vineyard Valley Mobile Home Park, A California Limited Partnership, recorded December 28, 1993 at Document No. 1993 042463 Official Records Napa County, said portion being more particularly described as follows:

BEGINNING at the northeast terminus of that course shown as "N41°00'E, 50.00 feet on said Record of Survey; thence along the general southeastern line of said record of survey S43°04'31"W, 41.88 feet; thence generally along the southwestern line of Paseo Grande Drive the following six courses;

1. thence S46°55'29"W, 198.27 feet;
2. thence along a tangent curve to the right having a radius of 392.00 feet through a central angle of 9°31'05" an arc length of 65.12 feet;

END OF DOCUMENT

Attachment F

City of St Helena
County of Napa

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100-1

3. thence along a non tangent curve to the left, from a radial line that bears N58°12'46"E, having a radius of 308.00 feet through a central angle of 15°43'18" an arc length of 84.51 feet;
 4. thence N47°30'30"W, 199.82 feet;
 5. thence along a tangent curve to the left having a radius of 319.55 feet through a central angle of 15°32'59" an arc length of 86.72 feet;
 6. thence N63°03'29"W, 882.78 feet to the general northwestern line of Del Rio Court; thence along last said line N29°06'33"E, 792.48 feet; thence along the general northeastern and southeastern lines of Del Rio Court the following six courses;
 1. along a non tangent curve to the right, from a radial line that bears N23°01'16"W, having a radius of 146.65 feet through a central angle of 5°40'38" an arc length of 14.53 feet;
 2. thence N83°52'29"E, 0.56 feet;
 3. thence along a non tangent curve to the right, from a radial that bears N24°47'34"E, having a radius of 40.00 feet through a central angle of 153°42'54" an arc length of 107.31 feet;
 4. thence along a reverse curve, having a radius of 15.00 feet through a central angle 59°23'55" an arc length of 15.55 feet;
 5. thence S29°06'33"W, 663.90 feet;
 6. thence along a tangent curve to the left, having a radius of 15.00 feet through a central angle of 92°10'02" an arc length of 24.13 feet to the northwestern line of said Paseo Grande Drive;
- thence along the general northwestern line of Paseo Grande Drive the following seven courses;
1. thence S63°03'29"E, 822.78 feet;
 2. thence S62°30'55"E, 95.26 feet;
 3. thence along a non tangent curve to the right, from a radial line that bears N37°25'53"E, having a radius of 200.00 feet through a central angle of 5°38'38" an arc length of 19.70 feet;
 4. thence S46°55'29"E, 199.87 feet;
 5. thence along a tangent curve to the right having a radius of 350.00 feet through a central angle of 12°16'28" an arc length of 74.98 feet;
 6. thence along a reverse curve having a radius of 350.00 feet through a central angle of 12°16'28" an arc length of 74.98 feet;
 7. thence S46°55'29"E, 198.27 feet to the Point of Beginning.

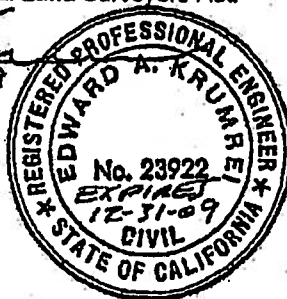
Containing 1.83 acres, more or less.

This real property description has been prepared by me or under my direction in conformance with the Professional Land Surveyors Act.

Registered Professional Engineer

Date

9/23/08



I hereby certify the above is a true and correct copy of the original on file with the Court.

Dated: 2/26/10

Clerk of the County of Napa

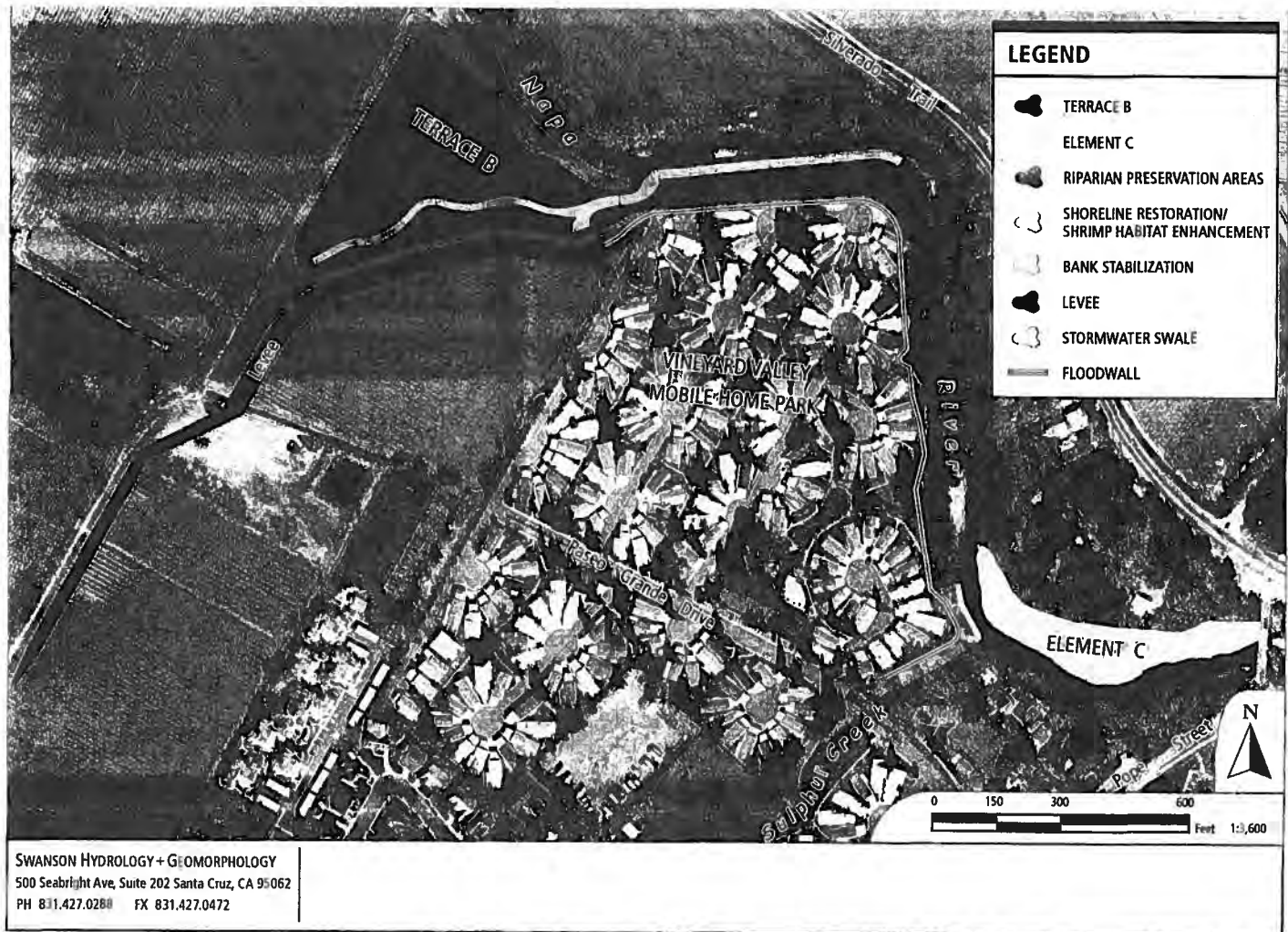
BY: J. Huo



An aerial photograph showing a rural landscape. A winding road or path runs through the foreground and middle ground, curving from the bottom right towards the center. To the left of the road, there is a small cluster of buildings, possibly a farm or a small village. The surrounding area is filled with fields, some of which appear to be divided into sections, possibly for agriculture. In the background, there are rolling hills or mountains under a clear sky. The overall scene depicts a peaceful, rural environment.

Figure 2
Elements of St. Helena Flood Protection and Restoration Project

Attachment F



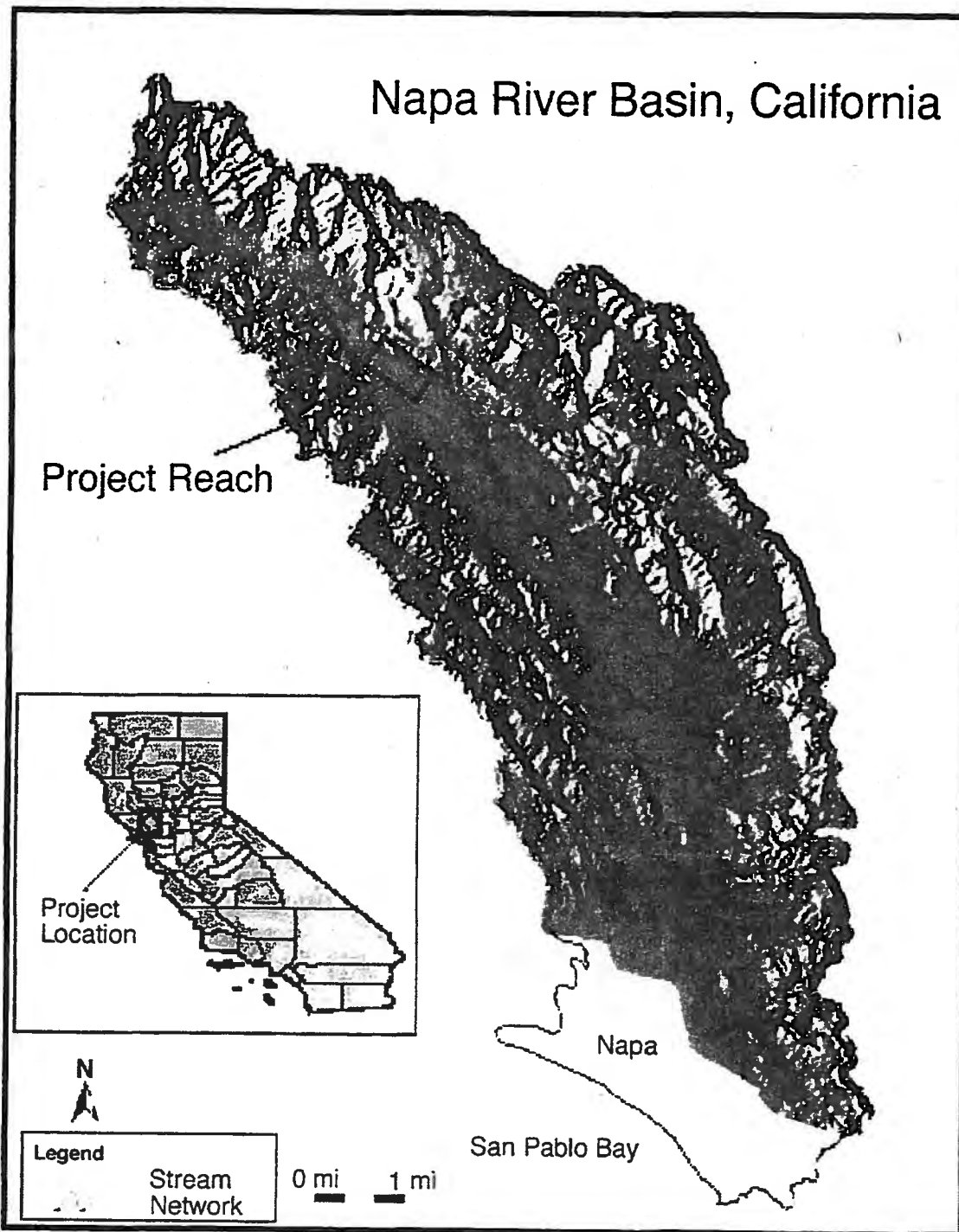
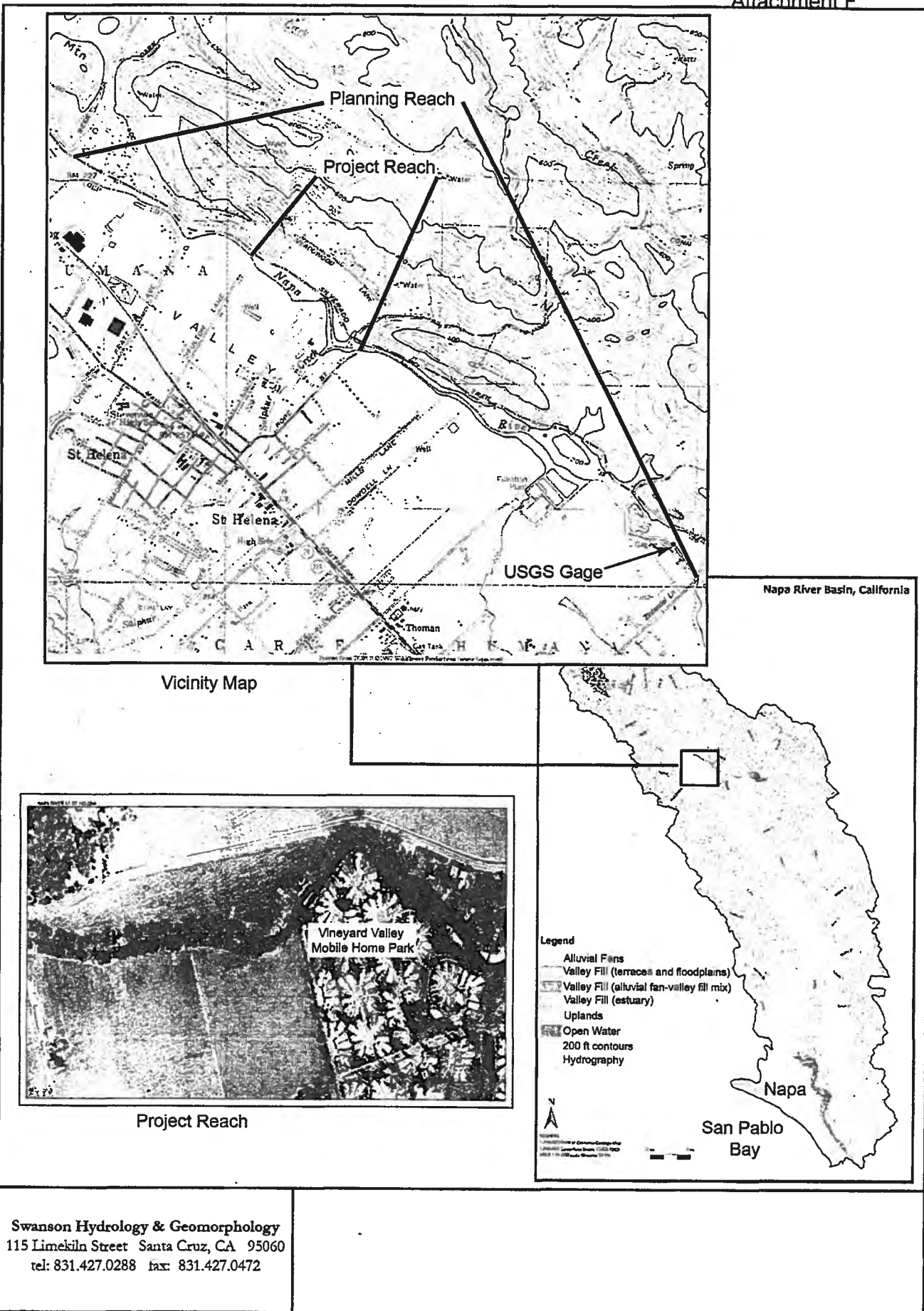
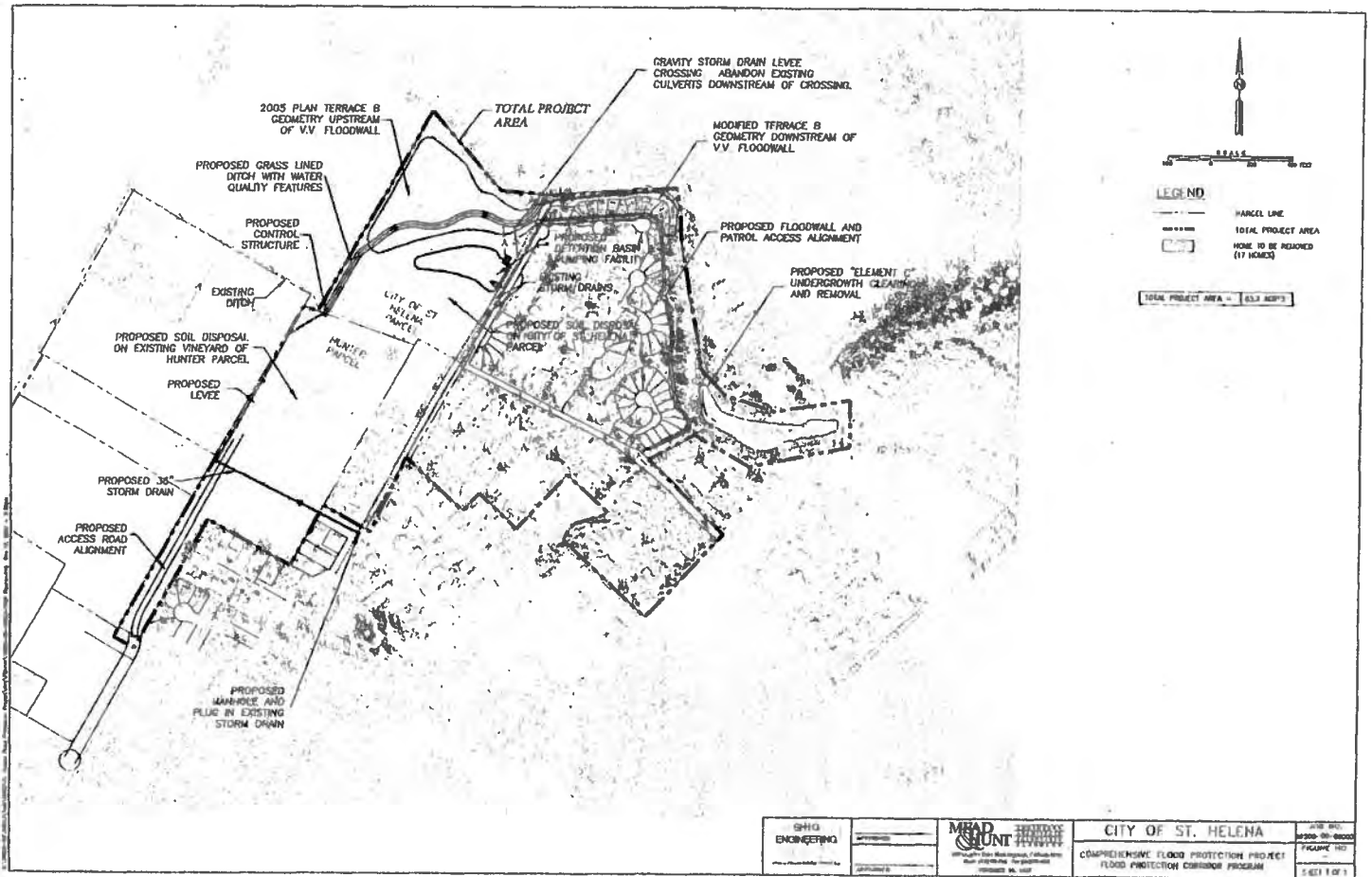


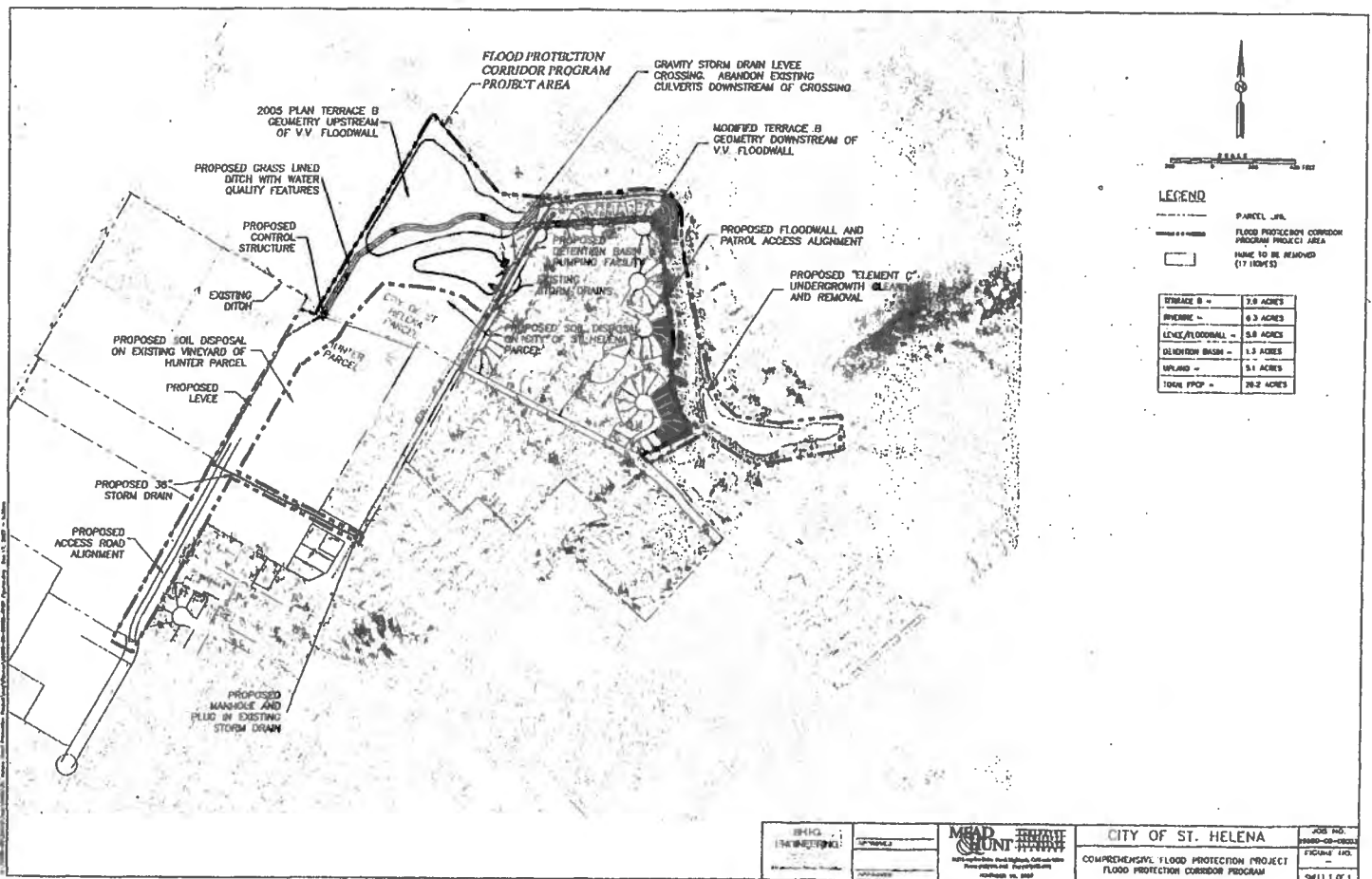
Figure 4
Project Vicinity Map



Attachment F



Attachment F



Attachment 4

Exhibit C – Scope of Work

City of St. Helena Flood Protection Corridor Program Grant Scope of Work

May 1, 2009

1. Background

1.1 Project Name: St. Helena Flood Protection and Flood Corridor Restoration Project

1.2 Project Location: St. Helena, California

1.3 Overall Project Description: The City of St. Helena Flood Protection and Flood Corridor Restoration Project will protect 468 existing mobile homes, single-family dwellings, and low-income multifamily units from flood damage caused by the Napa River overflow through the incorporated City of St. Helena in Napa County. This multi-objective project will provide flood damage reduction through restoration and re-establishment of the natural floodplain along the project creek frontage; construction of setback levees and overflow basins for transitory storage; and the re-creation and restoration of a natural floodway corridor. It will restore more than 8 acres of high quality riparian forest and shoreline habitat for fish, terrestrial and wildlife habitat on the Napa River. The Napa River is listed by the EPA as an impaired waterway and by National Marine Fisheries Service as an important steelhead and salmon recovery tributary of the San Francisco Bay Estuary. The project will also allow residents to view and access this presently inaccessible reach of the Napa River. The total project cost is estimated to be \$30,725,553.

The overall Project is funded by a variety of sources including:

- Napa County Flood Protection and Watershed Improvement Sales Tax proceeds (Measure A)
- FEMA Hazard Mitigation Grant Funds from Governor's Office of Emergency Services
- State Water Quality Control Board State Revolving Fund (SRF) loan proceeds
- Flood Protection Corridor Program Grant proceeds from DWR

These funding sources are all now committed to complete the entire Project by the close of 2010.

The overall Project includes the following elements, as shown in the enclosed Figure No. 1:

A. Floodplain Terrace the new terrace will provide over 8 acres of floodplain alongside the Napa River. This terrace will provide a wider area for floodwater conveyance and will also provide riparian habitat for numerous rare and common species.

B. Shoreline Restoration Approximately 600 feet of existing bank protection riprap and wire gabion at the Vineyard Valley Mobile Home Park (VVMHP) will be removed and the shoreline will be restored, improving habitat for steelhead, California freshwater shrimp, and critical habitat for the California red-

legged frog, as well as for common species.

C. Levee A new setback levee will be constructed.

D. Removal of Mobile Homes Approximately 17 mobile homes have been removed to make room for a wider floodway corridor.

E. Floodwall/Bank Stabilization A new setback floodwall will be constructed to surround the remaining homes within the VVMHP. Up to 300 feet of bioengineered bank stabilization would be placed near the confluence of the Napa River and Sulphur Creek to protect a portion of the VVMHP floodwall.

F. Stormwater Management for Water Quality A detention basin and pumping facility will be placed inboard of the new levee and northwest of the existing VVMHP floodwall. The two existing storm drains will be diverted into this basin and the two existing storm drain outfalls into the Napa River will be abandoned. A drainage swale will run along the outboard edge of the new levee to filter area stormwater before entering the Napa River.

G. Vegetation Management At the southeastern end of the project area, riparian vegetation will be managed in an area referred to as "Element C" to protect critical environmental habitat and improve flood storage capacity upstream of the Pope Street Bridge.

H. Public Trail An interpretive pedestrian path will be included in the design of Terrace B to provide public access where no public access currently exists.

I. Utility Relocations/Modifications Water, sanitary sewer, gas, electrical, telephone, and cable TV utilities will be disconnected and removed in the areas of home removal for a wider flood corridor in this currently constrained and incised reach of the Napa River.

J. Adaptive Management Plan (AMP) Meeting and maintaining conditions consistent with the Project flood protection and habitat goals and performance objectives will require long-term monitoring, some maintenance (although it is a stated objective to minimize maintenance), and structural modifications to respond to changing conditions. An Adaptive Management Plan has been adopted and approved by the SF Regional Water Quality Control Board as part of the Project's Water Quality permitting. The final draft is pending California Fish and Game approval.

1.4 The Flood Protection Corridor Program Grant Components: The Flood Protection Corridor Program Grant Project includes construction of items for portions of the following overall Project components which are non-structural in nature including portions of:

- Floodplain Terrace
- Shoreline Restoration
- Bio-Technical Bank Stabilization
- Public Trail

1.5 Organization: The City has contracted with a Construction Contractor through the public bidding process to perform activities described herein. The Flood Corridor grant activities will be completed by the City under two separate subcontracts:

- Plant propagation and growing contract with California Native Plant Society and Cornflower Nursery.
- Flood project construction contract with Argonaut Constructors, with restoration activities performed by Green Vista Landscaping.

The City will perform construction management and administration for the work activities using staff employed directly by the City. The City has also contracted with several consultants to provide assistance with project implementation:

- Mead & Hunt, Inc – Project Design and Project Management Assistance Services
- Swanson Hydrology and Geomorphology – Restoration Design, Biological Monitoring, and Restoration Monitoring Services
- Kleinfelder, Inc. – Geotechnical Design, Inspection, and Testing Services
- Chaudhary & Associates – Surveying and Mapping

2 Scope of Work

2.1 Task Descriptions

Task No. 1 \$10,000– Project Management and Funding Administration. The City's project management and funding administration activities related to the Flood Corridor will be completed under this task. Amounts in excess of \$10,000 will be funded by the City. The proposed project management and funding administration activities will include:

- Preparation of Funding Reimbursement Requests.
- Preparation of Quarterly Reports, including summary of activities and tasks performed, planned activities for next quarter, schedule updates, and a fiscal summary.
- Preparation of Final Report, including summary of activities performed and final fiscal report.

Task No. 1 Deliverables – The proposed deliverables for this task include:

- Reimbursement requests
- Quarterly Reports
- Final Report

Task No. 2 \$1,772,800– Floodplain Terrace Construction: Floodplain terrace construction will include the activities described in the following subtasks.

Subtask No. 2.1 – Terrace Grading. Excavate floodplain terrace in two phases and install temporary and permanent stabilization measures. This subtask includes excavation, grading, and stabilization activities. The current plan is to perform the majority of the mass excavation during the first year of construction, provide temporary stabilization during winter months, and complete the final grading and replanting activities in the second year of construction. The material from excavation will be off hauled for use in construction of other project features. Slope stabilization, to be installed in the second phase, will include placement of turf reinforcement mat along upstream slope (entrance) of terrace excavation, placement of slope protection fabric on remaining side slopes of terrace excavation, and installing buried stone setback from the streambed for slope stabilization. As a water quality improvement measure, urban storm water runoff, which currently outfalls directly into the river will be rerouted through grass lined swales to be constructed in the terrace areas. The swale construction will involve installation of a number of weirs creating a series of pools and riffles. The proposed floodplain terrace grading activities will include:

- Stripping - Phase 1 – Stripping and disposal of heavy growth of crops, grasses, weeds, and other vegetative matter from surfaces to be excavated.
- Terrace Excavation - Phase 1 – Excavation and off haul of soil material within the limits of the constructed terrace.
- Erosion Control Seeding - Phase 1 – Seeding applied to disturbed areas to prevent damage caused by erosive forces.
- Stripping - Phase 2 – Stripping and disposal of heavy growth of crops, grasses, weeds, and other vegetative matter from surfaces to be excavated.
- Terrace Excavation - Phase 2 – Excavation and off haul of soil material within the limits of the constructed terrace.
- Slope Protection Fabric – Installation of biodegradable erosion control fabric over disturbed slopes.
- Turf Reinforcing Mat – Installation of synthetic turf reinforcement mat and anchor system over the excavated floodplain transition slope.
- Stone Protection – Installation of rock slope protection on constructed slopes and channels exposed to erosive forces.
- Weir Construction – Installation of boulder grade control structures within constructed channels.

Subtask No. 2.1 Deliverables – The proposed deliverables for this subtask include:

- Schedule of Values for activities described above.

- Monthly Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Subtask No. 2.2 – Terrace Restoration Planting. Implement floodplain terrace restoration planting and maintenance. City has contracted with restoration nurseries to collect native plant seeds and grow plants required for restoration activities. Plants will be provided to the restoration contractor who is a subcontractor to the City's general contractor for this work. Planting will be performed after finish grading activities are completed. Plantings will be maintained through the use of a temporary irrigation system that will be installed at the time of planting and will utilize water from the City's agricultural well on an adjacent property. The restoration contract contains requirements for the restoration contractor to provide maintenance for up to a 16 month maintenance period. The proposed floodplain terrace restoration planting activities will include:

- Contract Grow – Reservation of seeds and plants required for terrace restoration activities.
- Planting – Planting activities include the following items of work:
 - Treepot Container Planting
 - Deepot Container Planting
 - Tree Band Container Planting
 - Bare Root Planting
 - Willow Stake Planting
- Seeding – Seeding of permanent ground cover to protect the disturbed areas from damage.
- Irrigation System Installation – Installation of the complete temporary irrigation system for the establishment of plantings, including drip and overhead components.
- Restoration Planting Maintenance – Maintenance activities include:
 - Irrigation Events
 - Weeding Events
- Progress Observation and Staged Acceptance Inspections – Periodic inspections.

Subtask No. 2.2 Deliverables – The proposed deliverables for this subtask include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Maintenance Period Progress Reports.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 3 \$306,800– Shoreline Restoration: Construct shoreline restoration features along bank of the Napa River. The proposed shoreline restoration activities will include the following services:

- Dewatering – Installation of maintenance and temporary measures to remove surface and groundwater from the construction areas.

- Log Structures – Installation of log habitat structures along the shoreline, including rock anchor systems.

Task No. 3 Deliverables – The proposed deliverables for this task include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 4 \$910,400– Bio-Technical Bank Stabilizations: Perform bank stabilization activities at the confluence of the Napa River and Sulphur Creek. The proposed bio-technical bank stabilization activities will include:

- Dewatering – Installation of maintenance and temporary measures to remove surface and groundwater from the construction areas.
- Floodwall Type B Construction – Installation of a concrete floodwall supported by drilled and cast-in-place concrete piers.
- Slope Protection Fabric – Installation of biodegradable erosion control fabric over disturbed slopes.
- Log Structures – Installation of log habitat structures along the shoreline, including rock anchor systems.
- Stone Protection - Installation of rock slope protection on constructed slopes and channels exposed to erosive forces.
- Streambed Substrate – Import and placement of sands, gravels, and cobble as backfill within stone protection or as a channel liner on constructed surfaces exposed to erosive forces.

Task No. 4 Deliverables – The proposed deliverables for this task include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 5 \$100,000– Public Trail: Construct interpretive pedestrian path to provide public access to the Napa River at the restored floodplain terrace. The proposed public trail construction activities will include:

- Interpretive Trail – Construction of an aggregate base and chip seal pathway to provide pedestrian access to the Napa River.
- Access control and signage – Installation of signage and a post and cable fence to restrict public access from the adjacent private properties.

Task No. 5 Deliverables – The proposed deliverables for this task include:

- Schedule of Values for activities described above.
- Contractor Progress Payment Applications.
- Final Construction Report, including summary of work, testing and inspection documentation, record drawings, and photographs.

Task No. 6 – Adaptive Management and Maintenance: The City is responsible for adaptive management and maintenance activities which will begin upon completion of the restoration contractor's maintenance period. The objective is to evaluate success of restoration efforts and implement changes through maintenance activities that will enhance the value of restoration features. Inspections will be performed on an annual basis for a period of three years following completion of the restoration contractor's maintenance period. Ongoing maintenance will continue for a period of 10 years or until restoration areas are self-sustaining. The proposed adaptive management and maintenance activities will include:

- Annual inspections and reporting
- Maintenance activities by City staff to comply with adaptive management recommendations from annual inspections

Task No. 6 Deliverables – The proposed deliverables for this task include:

- Annual reports (5).
- Implementation of remedial maintenance actions needed to protect and preserve project benefits.

2.2 Scope of Work Assumptions

The following assumptions were made during development of the scope of work.

- The construction contract is a unit price basis and payment for bid items will be based upon final quantities.
- Construction management and inspection activities will be provided by the City.
- Restoration monitoring activities related to Flood Protection Corridor Grant items and performed by the City's restoration specialists will be reimbursed on an actual cost basis.
- Reimbursement for various items of work may be shifted between tasks, provided overall Grant Limit is not exceeded.

3.0 Preliminary Project Schedule

A detailed proposed construction schedule is included in this scope of work. The major completion milestones for Flood Protection Corridor Grant are summarized below:

Major Completion Milestones:

- Phase 1 Floodplain Terrace Mass Grading – August 1, 2009
- Phase 1 Floodplain Terrace Temporary Stabilization – October 16, 2009
- Dewatering and Removal Shoreline Hardening – August 1, 2010

- Complete Floodplain Terrace Mass Grading – May 20, 2010
- Completion of Phase 2 Flood Plain Terrace excavation – July 1, 2010
- Bio-Technical Bank Stabilization – October 13, 2010
- Public Trail Opening – November 1, 2010
- Complete Vegetation Maintenance Period – June 1, 2012

4.0 Budget Estimate

A detailed budget is included as Exhibit D. Cost sharing of the components of the Flood Protection Corridor Program Grant will be based upon a schedule of values prepared by the City upon which Contractor's bid has been based. Bid items will be supplemented by schedule of values as required to document completion of activities to be reimbursed. The Contractor will be eligible for reimbursement based upon progress payment applications on a monthly basis. Payment will be limited to 90% until completion of remaining contract activities and final release. Application for grant reimbursement of 10% retention for individual activities will be based upon the completion of deliverables for each individual task.

Construction Schedule

Proposed Construction Schedule for the St. Helena Flood Protection and Flood Corridor Restoration Project

June 2010

	May	June	July	August	September	October	November	December
2009	Mobilization, start storm drain bypass, water line installation	Start levee construction, continue storm bypass, finish water line	continue levee construction, cultural resources discovery, excavate terraces	continue with terrace excavation, and cultural resources	finish levee, start floodwall, ongoing ground densification	start pump station, complete floodwall, finish ground densification	continue pump station, grade around pump station, build fence around pumps	install pumps, welded pipes, finish pump station, testing
2010	wait for weather, start excavation along Sulphur Creek, install SWPPP fence, ground densification resumes	ground densification, flood wall along Sulphur Creek, begin grading Upper Terrace B, prepare for extensive landscaping of Terrace B	continue flood wall, continue plantings in Terrace B, excavate lower Terrace B, begin in water activity, streambed restoration, and habitat restoration	continue habitat restoration, streambed restoration, continue de-watering, continue flood wall, continue ground densification, continue plantings in upper terrace B	Install plants and trees in terraces, install environmental features, including salvaged trees and boulders, hummoks, coir pillows, live fascine and willows along stream. Complete in water activities	Finish ground densification, finish floodwall, restore residential yards, irrigation, and lighting, install access and maintenance road	Finish all irrigation details, floodwall sealing, re-seed entire area, clean up, install SWPPP measures, and prepare for winter	demobilization, completion of unresolved construction issues, and contract administration issues, look for new job.

Attachment 5

Exhibit D – Budget

City of St. Helena Comprehensive Flood Protection Project DWR Grant Items - Opinion of Probable Costs October, 13 2009								
Item	Spec	Description	Quantity	Units	Unit Cost	Cost Adj	Total	Phase II updated
1		Project Management						10,000
		Terrace Construction						
2	2110	2110 Clearing and Grubbing	7	AC	2500	1	17,750	11,375
2	2225	2225 Grading	1	LS	876915	1	876,915	295,055
		Terrace Cut and Off haul	71769	CY	10	1		
		Topsoil Cut, Stockpile, Respread	6369	CY	25	1		
3,4	2272	2272 Log Structures	1	LS	80990	1	80,990	55,200
		Supply Class 1 Logs	12	EA	2000	1		
		Place Logs	12	EA	250	1		
		Supply and Install Class 1 Log Connections	48	EA	200	1		
		Supply Class 2 Logs	13	EA	1000	1		
		Place Logs	13	EA	250	1		
		Supply Ballast Boulders	208	EA	55	1		
		Supply and Install Class 2 Log Connections	52	EA	200	1		
		Place Logs	6	EA	250	1		
		Supply and Install Log Connections	24	EA	200	1		
2,4	2207	2207 Streambed Substrate	1	LS	186355	1	186,355	360,000
		Supply Terrace RSP Backfill	1341	TON	35	1		
		Supply Buried Rock Sill Backfill	126	TON	35	1		
		Supply Weir Backing	682	TON	35	1		
		Supply Weir Voids Backfill	208	TON	35	1		
		Supply and Place on Terrace B	1700	TON	45	1		
		Supply and Place on Low Flow	608	TON	45	1		
2,4	2270	2270 Stone Protection Terrace Rock Slope Protection (RSP)	1	LS	502320	1	502,320	487,922
		Over-Excavate	5877	CY	25	1		
		Supply and Place RSP Fabric	3204	SY	5	1		
		Supply Rock Slope Protection	2765	CY	50	1		
		Place Rock Slope Protection	2765	CY	30	1		
		Backfill Voids with Stream Substrate	921	CY	15	1		
		Backfill Over RSP	3308	CY	15	1		
		Off haul Buried Rock Sills	2764	CY	10	1		
		Over-Excavate	264	CY	20	1		
		Supply Rock	264	CY	50	1		
		Place Rock	264	CY	30	1		
		Backfill Voids with Stream Substrate	79	CY	15	1		
		Off haul	264	CY	10	1		
2	2270	2270 Weirs	1	LS	98460	1	98,460	41,040
		Over-Excavate	1368	CY	25	1		
		Supply and Place RSP Fabric	656	SY	5	1		
		Supply Weir Boulders	355	CY	80	1		
		Place Weir Boulders	355	CY	40	1		
		Place Stream Substrate Backing	426	CY	15	1		
		Place Type 2 Rip Rap	31	CY	120	1		
		Backfill Voids with Stream Substrate	106	CY	15	1		
		Off haul	1368	CY	10	1		
2	2202	2202 Turf Reinforcement Mat	6733	SY	22	1	148,126	266,400
4	2201	2201 Slope Protection Fabric	10768	SY	8	1	86,144	30,160
2	1501	1501 SWPPP Development	1	LS	5000	1	5,000	
2	1501	1501 SWPPP Implementation	1	LS	113250	1	113,250	10,440
		Terrace Temporary Fence (Type ESA)	2900	LF	10	1		
		Terrace Silt Fence	1750	LF	15	1		
		Temporary Outlet Protection Structure	1	LS	20000	1		
		Sampling and Analysis	1	LS	3500	1		
		Temporary Check Dam	1	LS	4000	1		
		Terrace Coir Roll	3050	LF	10	1		
3,4	2140	Dewatering	1	LS	316000	1	316,000	305,800
		Cofferdam Structure Rental	1	LS	200000	1		
		Clearing, Access, Loading, Offloading	1	LS	20000	1		
		Cofferdam Installation and Removal	1	LS	30000	1		
		Lifting Rig Installation and Removal	1	LS	2500	1		
		Sand Bags	1700	EA	5	1		
		Dewatering	1	LS	50000	1		
		Temporary Sediment Basin for Pumping	1	EA	5000	1		
		Terrace Planting						
2	2950	2950 Contract Grow	1	LS	121714	1	121,714	182,571
2	2950	2950 Planting	1	LS	266875	1	266,875	622,698
		Treepot Container Planting	666		27	1		
		Deepot Container Planting	6830		17	1		
		Tree Band Container Planting	32959		3	1		
		Bare Root Planting	1657		5	1		
		Willow Stake Planting	366		20	1		
		Live Fascine	395		30	1		
		Coir Pillows	257		25	1		
2	2932	2932 Seeding	1	LS	24089	1	24,089	74,370
		Erosion Control Seeding	1.1	AC	1500	1		
		Native Seeding	5	AC	4500	1		
2	2810	2810 Irrigation	1	LS	311344	1	311,344	245,969
		Point of Connection	1	EA	1000	1		
		Controller	1	EA	6000	1		
		Gate Valves	3	EA	800	1		
		Flow Sensor	1	EA	600	1		
		Filter Assembly	1	EA	1000	1		
		Remote Control Valves	40	EA	500	1		
		Quick Coupler Valves	19	EA	250	1		
		Main Line Pipe	375	LF	8	1		
		Bubbler Irrigation Zone	16	EA	6500	1		
		Sprinkler Irrigation Zone	6	EA	2500	1		
5		Pathway						100,000
Total Direct Construction Cost: \$							3,100,000	

City of St. Helena
 Comprehensive Flood Protection Project
 Ex D. DWR Grant Items - Detailed Budget
 October , 13 2009

Task #	Subtask	Task	Task Description	Amount
1		Project Administration	Preparation of reports, invoices and general overhead	\$10,000
2		Floodplain Terrace Construction	Terrace Grading and Restorative Planting	\$1,772,800
	2.1	Floodplain Terrace Grading	Stripping phase 1, Terrace Excavation phase 1, Erosion control seeding, Stripping phase 2, Terrace Excavation phase 2, Slope Protection fabric, Turf Reinforcing Mat, Stone Protection, Weir Construction	
	2.2	Floodplain Terrace Planting	Contract grow, Planting-various types; seeding- ground cover, Irrigation installation, maintenance- irrigation and weeding, periodic inspections	
3		Shoreline Restoration	Temporary and maintenance dewatering, log structure installation	\$306,800
4		Bio- Technical Bank Stabilization	Temporary and maintenance dewatering, Floodwall type B Construction, Slope protection fabric, Log Structures installation, Stone protection, Streambed substrate installation	\$910,400
5		Public Trail	Construction, access control, interpretive signs	\$100,000
6		Adaptive Management and Maintenance	Annual Inspections and Maintenance	
Total DWR Grant Cost				\$3,100,000
Cost Sharing:				
		FEMA Hazard Mitigation Grant from the Office of Energy Services		\$3,287,553
		State Water Quality Control Board Revolving Fund (SRF) loan proceeds		\$9,100,000
		Measure A -Napa County Flood Protection and Watershed Improvement Sales Tax proceeds		\$15,238,000
		Total Project Cost		\$30,725,553

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

1480 Main Street
St. Helena, CA 94574
Phone (707) 967 2792
Fax (707) 963 7748
www.ci.st-helena.ca.us

TO: David Martasian, Project Manager
Department of Water Resources
3310 El Camino Avenue, Room 140
Sacramento, CA 95821

SAP Contract # 4600009016

Task No		Current		Net of Retention
		Expenditures	Retention	
1	Project Administration	10,000	1,000	9,000
2	Floodplain Terrace Construction	1,754,022	175,402	1,587,620
3	Shoreline Restoration	245,000	24,600	221,400
4	Bio-Technical Bank Stabilization	323,200	32,320	290,880
5	Public Trail	20,259	2,826	25,433
6	Adaptive Mgt. & Maintenance			
Totals		2,371,481	237,148	2,134,333

Certified True and Accurate:

Signed Karen Scalabrini

Title Grantee Project Manager

FOR DWR USE ONLY:

Signed *[Signature]*

Title *Chief Financial Officer*

Date 7/21/2011

Contract #/Vendor # 46 00009016/201325

PO # 4500171321

Invoice Received 7/21/11

SAP Service Entry # 1000101751

EXPENDITURE SUMMARY TABLE

Grantee Direct Expenditure

City of St. Helena Flood Protection Project

Contract # 4600009016

Date	Description of Labor	Activity	# of Hours	Task #	Amount	Check #	Vendor
6/30/2011	Project Administration			1	\$ 10,000.00		
TOTAL TASK #1					\$ 10,000.00		

See attached GL printouts

Date	Description of Labor	Activity	# of Hours	Task #	Amount
9/23/2009	Demolition	205		2	\$ 26,000.00
9/23/2009	Clearing and Grubbing	206		2	\$ 28,000.00
10/9/2009	Demolition	205		2	\$ 6,500.00
10/9/2009	Clearing & Grubbing	206		2	\$ (1,750.00)
11/23/2009	Native Seeding	135		2	\$ 15,563.00
3/25/2010	Extra Type D Erosion Control	EW#37		2	\$ 28,908.00
6/8/2010	Temporary Fence	106		2	\$ 1,110.00
6/8/2010	SWPPP Implementation	203		2	\$ 15,000.00
6/8/2010	Demolition	205		2	\$ 19,500.00
6/8/2010	Clearing and Grubbing	206		2	\$ 8,750.00
7/14/2010	Demolition	205		2	\$ 6,500.00
7/14/2010	Turf Reinforcement Mat	209		2	\$ 199,800.00
7/14/2010	Terrace Excavation	212		2	\$ 105,000.00
8/9/2010	Native Seeding	135		2	\$ 36,900.00
8/9/2010	Turf Reinforcement Mat	209		2	\$ 8,438.00
8/9/2010	Terrace Excavation	212		2	\$ 22,200.00
8/9/2010	Stone Protection	218		2	\$ 80,830.00
8/9/2010	Weirs	219		2	\$ 181,958.00
8/9/2010	Remote Control Valves	226		2	\$ 12,060.00
8/9/2010	Quick Coupling Valves	227		2	\$ 8,000.00
8/9/2010	Main Line Pipe	228		2	\$ 1,650.00
10/13/2010	Demolition	205		2	\$ 22,500.00
					\$ 6,500.00

72705 Argonaut Construction
 72705 Argonaut Construction
 72977 Argonaut Construction
 72977 Argonaut Construction
 73365 Argonaut Construction
 74609 Argonaut Construction
 75250 Argonaut Construction
 75250 Argonaut Construction
 75250 Argonaut Construction
 75625 Argonaut Construction
 75625 Argonaut Construction
 75625 Argonaut Construction
 75625 Argonaut Construction
 75625 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76016 Argonaut Construction
 76588 Argonaut Construction

Grantee Direct Expenditure

Contract # 07-817-550

<u>Check #</u>	<u>Vendor</u>	<u>Amount</u>	<u>Check Date</u>	<u>Bank</u>	<u>Category</u>	<u>Account</u>	<u>Balance</u>
1001	ABC Company	150.00	01/15/2024	Bank of America	Office Supplies	100-000	150.00
1002	XYZ Corp	250.00	01/16/2024	Bank of America	Travel	100-000	250.00
1003	DEF Inc	75.00	01/17/2024	Bank of America	Utilities	100-000	75.00
1004	GHI LLC	300.00	01/18/2024	Bank of America	Insurance	100-000	300.00
1005	JKL Partners	125.00	01/19/2024	Bank of America	Marketing	100-000	125.00
1006	MNO Group	50.00	01/20/2024	Bank of America	Legal	100-000	50.00
1007	PQR Systems	200.00	01/21/2024	Bank of America	IT Support	100-000	200.00
1008	STU Solutions	100.00	01/22/2024	Bank of America	Consulting	100-000	100.00
1009	VWX Enterprises	175.00	01/23/2024	Bank of America	Professional Fees	100-000	175.00
1010	YZZ Industries	90.00	01/24/2024	Bank of America	Security	100-000	90.00
1011	AAA Corp	180.00	01/25/2024	Bank of America	Software Licenses	100-000	180.00
1012	BBB Inc	60.00	01/26/2024	Bank of America	Shipping	100-000	60.00
1013	CCC LLC	220.00	01/27/2024	Bank of America	Equipment	100-000	220.00
1014	DDD Partners	110.00	01/28/2024	Bank of America	Training	100-000	110.00
1015	EEE Group	85.00	01/29/2024	Bank of America	Research	100-000	85.00
1016	FFF Systems	190.00	01/30/2024	Bank of America	Development	100-000	190.00
1017	GGG Solutions	70.00	01/31/2024	Bank of America	Testing	100-000	70.00
1018	HHH Enterprises	210.00	02/01/2024	Bank of America	Deployment	100-000	210.00
1019	III Industries	95.00	02/02/2024	Bank of America	Support	100-000	95.00
1020	LLL Corp	160.00	02/03/2024	Bank of America	Documentation	100-000	160.00
1021	MMM Inc	55.00	02/04/2024	Bank of America	Compliance	100-000	55.00
1022	NNN LLC	230.00	02/05/2024	Bank of America	Quality Assurance	100-000	230.00
1023	OOO Partners	115.00	02/06/2024	Bank of America	Performance	100-000	115.00
1024	PPP Group	80.00	02/07/2024	Bank of America	Scalability	100-000	80.00
1025	QQQ Systems	195.00	02/08/2024	Bank of America	Integration	100-000	195.00
1026	RRR Solutions	65.00	02/09/2024	Bank of America	Interoperability	100-000	65.00
1027	SSS Enterprises	205.00	02/10/2024	Bank of America	Security Audit	100-000	205.00
1028	TTT Industries	90.00	02/11/2024	Bank of America	Vulnerability Assessment	100-000	90.00
1029	UUU Corp	170.00	02/12/2024	Bank of America	Penetration Testing	100-000	170.00
1030	VVV Inc	50.00	02/13/2024	Bank of America	Incident Response	100-000	50.00
1031	WWW LLC	225.00	02/14/2024	Bank of America	Disaster Recovery	100-000	225.00
1032	XXX Partners	105.00	02/15/2024	Bank of America	Business Continuity	100-000	105.00
1033	YYY Group	75.00	02/16/2024	Bank of America	IT Governance	100-000	75.00
1034	ZZZ Systems	185.00	02/17/2024	Bank of America	IT Strategy	100-000	185.00
1035	AAA Solutions	60.00	02/18/2024	Bank of America	IT Vision	100-000	60.00
1036	BBB Enterprises	215.00	02/19/2024	Bank of America	IT Roadmap	100-000	215.00
1037	CCC Industries	85.00	02/20/2024	Bank of America	IT Metrics	100-000	85.00
1038	DDD Corp	190.00	02/21/2024	Bank of America	IT KPIs	100-000	190.00
1039	EEE Inc	55.00	02/22/2024	Bank of America	IT Benchmarks	100-000	55.00
1040	FFF LLC	235.00	02/23/2024	Bank of America	IT Best Practices	100-000	235.00
1041	GGG Partners	100.00	02/24/2024	Bank of America	IT Standards	100-000	100.00
1042	HHH Group	70.00	02/25/2024	Bank of America	IT Frameworks	100-000	70.00
1043							

[illegible]

EXPENDITURE SUMMARY TABLE

Grantee Direct Expenditure

City of St. Helena Flood Protection Project

Contract # 07-817-550

Date	Description of Labor	Activity	# of Hours	Task #	Amount
12/1/2010	Deepot Container Planting	236		2	\$ 79,950.00
12/1/2010	Tree Band Container Planting	237		2	\$ 27,600.00
12/1/2010	Willow Stake Planting	239		2	\$ 3,720.00
12/1/2010	Live Fascine	240		2	\$ 4,210.00
12/1/2010	Coir Pillows	241		2	\$ 840.00
1/24/2011	Remote Control Valves	226		2	\$ 250.00
1/24/2011	Quick Coupling Valves	227		2	\$ 300.00
1/24/2011	Bubbler Irrigation Zone	229		2	\$ 21,000.00
1/24/2011	Sprinkler Irrigation Zone	230		2	\$ 4,950.00
1/24/2011	Native Seeding	233		2	\$ 7,750.00
1/24/2011	Treepot Container Planting	235		2	\$ 2,716.00
1/24/2011	Deepot Container Planting	236		2	\$ 14,612.00
1/24/2011	Tree Band Container Planting	237		2	\$ 184,764.00
1/24/2011	Willow Stake Planting	239		2	\$ 13,980.00
1/24/2011	Coir Pillows	241		2	\$ 840.00
3/9/2011	Main Line Pipe	228		2	\$ 5,304.00
3/9/2011	Erosion Control Seeding	234		2	\$ 3,200.00
Total					

Materials & Equipment

11/17/2010	California Native Plants					
1/12/2011	California Native Plants			2	\$	84,110.56
10/19/2010	California Native Plants			2	\$	1,030.25
				2	\$	18,450.00
Total						

TOTAL TASK #2

\$ 1,764,021.81

76973 Cornflower ✓
77464 Cornflower ✓
76721 North Fork ✓

Check #	Vendor
77085	Argonaut Construction ✓
77085	Argonaut Construction ✓
77085	Argonaut Construction ✓
77085	Argonaut Construction ✓
77585	Argonaut Construction ✓
77585	Argonaut Construction ✓
77585	Argonaut Construction ✓
77585	Argonaut Construction ✓
77585	Argonaut Construction ✓
77585	Argonaut Construction ✓
77962	Argonaut Construction ✓
77962	Argonaut Construction ✓

EXPENDITURE SUMMARY TABLE

Grantee Direct Expenditure

City of St. Helena Flood Protection Project

Contract # 07-817-550

Attachment G

Date	Description of Labor	Activity	# of Hours	Task #	Amount
6/8/2010	Dewatering				
7/14/2010	Dewatering	207		3	\$ 70,000.00
8/9/2010	Dewatering	207		3	\$ 100,000.00
8/9/2010	Log Structures	207		3	\$ 30,000.00
10/13/2010	Log Structures	220		3	\$ 30,360.00
11/10/2010	Log Structures	220		3	\$ 11,040.00
		220		3	\$ 4,600.00
TOTAL TASK #3					<u>\$ 246,000.00</u>

75250 Argonaut Construction ✓
 75625 Argonaut Construction ✓
 76016 Argonaut Construction ✓
 76016 Argonaut Construction ✓
 76588 Argonaut Construction ✓
 76877 Argonaut Construction ✓

7/14/2010	Stream Substrate				
8/9/2010	Stream Substrate	210		4	\$ 45,000.00
8/9/2010	Slope Protection	210		4	\$ 75,000.00
10/13/2010	Stream Substrate	208		4	\$ 11,600.00
10/13/2010	Slope Protection	210		4	\$ 165,000.00
11/10/2010	Stream Substrate	210		4	\$ 5,800.00
11/10/2010	Slope Protection	208		4	\$ 15,000.00
		208		4	\$ 5,800.00
TOTAL TASK #4					<u>\$ 323,200.00</u>

75625 Argonaut Construction ✓
 76016 Argonaut Construction ✓
 76016 Argonaut Construction ✓
 76588 Argonaut Construction ✓
 76588 Argonaut Construction ✓
 76877 Argonaut Construction ✓
 76877 Argonaut Construction ✓

3/9/2011	Aggregate Base		215	EW	
TOTAL TASK #5					<u>\$ 28,258.89</u>

77962 Argonaut Construction ✓

GRAND TOTAL

\$ 2,371,480.70

09/23/2009

09/23/2009
\$446,839.94
Invoice Amount
446,839.94

Check Date:
Check Amount:

Vendor: Argonaut Construction
Vendor No: Argonaut
Invoice Number: 4R
Date: 09/02/2009
Vendor Acct No: 09-SHF-01
Description: FPP Construction*August 2009

09/02/2009

Attachment G

Mth September
 P.O. # 11818
 NUMBER Argonaut
 NUMBER 4R
 E DATE 9/2/2009

REFERENCE August 2009 Comprehensive
 DESCRIPTION Flood Protection Project
235-5017-2650
 PAYMENT FPP*August 2009

[Signature]
 PAYMENT

[Signature]

#2	EW#5	EW008	%	PAYMENT	REMAINING
\$75,000.00	\$2,124.40	\$2,884.20	ENTION	AMOUNT	BALANCE
			\$5		\$6,954,866.00
			25.00	\$105,525.00	\$6,837,616.00
		\$1,310.52	80.80	\$690,847.24	\$6,070,007.96
			15.97	\$608,543.68	\$5,393,848.31
			.00	\$0.00	\$5,476,548.31
			.00	\$0.00	\$5,551,548.31
			.00	\$0.00	\$5,558,713.60
			.00	\$0.00	\$5,558,024.12
			.00	\$0.00	\$5,581,145.65
			.00	\$0.00	\$5,583,145.65
			.00	\$0.00	\$5,593,145.65
			.00	\$0.00	\$5,603,542.43
			.00	\$0.00	\$5,605,666.83
			.00	\$0.00	\$5,607,240.51
			.00	\$0.00	\$5,607,787.76
			.00	\$0.00	\$5,609,790.29
			.00	\$0.00	\$5,619,732.16
			.00	\$0.00	\$5,668,433.53
\$3,884.00	\$2,124.40	\$1,573.68	.00	\$0.00	\$5,705,414.33
			\$5148.88	\$0.00	\$5,708,533.99
				\$446,839.94	\$5,222,449.95
\$3,884.00	\$2,124.40	\$2,884.20	\$5750.65		
\$71,116.00	\$0.00	\$0.00	9	\$1,404,915.92	
				\$5,549,950.08	

NAME Argonaut Constructors
PHONE# 707-542-4862
ADDRESS 1236 Central Avenue

CITY
CONTRACT

Santa Rosa, CA 95401
09-SHF-01

CONTRACT AGREEMENT APPROVED ON: 4/14/09
RESO 2009-38

Keith Johnson

TOTAL CONTRACT:	\$	6,954,866.00
Total Change Orders to date		\$187,743.74
Total Change Orders	\$	7,142,609.74

INVOICE DATE	INVOICE NUMBER				
		137	138	205	206
		\$0,000.00	\$440,465.00	\$65,000.00	\$35,000.00
6/2/2009	1				
7/9/2009	2				
8/4/2009	3R-2946	\$0.00	\$0.00	\$0.00	\$0.00
8/6/2009	Change Order #3	\$0.00	\$44,046.50	\$0.00	\$0.00
8/11/2009	Change Order #2				
8/20/2009	Change Order #2				
8/25/2009	Change Order #EW008				
8/27/2009	Change Order #EW006				
9/3/2009	Reso 2009-86				
9/3/2009	Reso 2009-86				
9/10/2009	Change Order #1-EW#1				
	EW#5				
	EW#8.1				
	EW#9				
	EW#10.1				
	EW#11				
	EW#13				
	EW#17				
	EW#21				
9/2/2009	4R	2,000.00	\$66,069.75	\$26,000.00	\$28,000.00
TOTAL INVOICED		2,000.00	\$110,116.25	\$26,000.00	\$28,000.00
REMAINING BALANCE		\$8,000.00	\$330,348.75	\$39,000.00	\$7,000.00



From Contractor : Argonaut Constructors

Pay Application

Date

Invoice Number

Contract

4 R

08/02/2008

2976

08-SHF-01

1238 Central Ave
Santa Rosa, CA 95401
(707)542-4882

To Owner : CITY OF ST HELENA

Project : F08 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

1480 MAIN STREET

ST HELENA, CA 94674

ST HELENA, CA 94674

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.06	10,200.00	0.87	148,650.00	21,350.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Implementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.50	28,000.00	28,000.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	1,500.00	4,500.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.40	108,000.00	0.95	256,500.00	13,500.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.10	900.00	0.60	5,400.00	3,600.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Trench Excavation	47,500.00	CY	3.00	142,500.00	5,400.00	16,200.00	56,204.96	168,614.88	-26,114.88
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	3,150.00	9,135.00	8,932.00	25,902.00	197.20
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,157.67	45,809.09	-113.09
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	5,300.00	11,660.00	49,882.00	109,740.40	259.60
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	0.00	0.00	102,805.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	630.00	LF	240.00	148,800.00	222.00	53,280.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Star Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	0.90	288,000.00	32,000.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	0.90	252,000.00	28,000.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,280.00	96,000.00	1,500.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"x10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	0.00	0.00	6,700.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	0.00	0.00	27,375.00
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	100.00	72,000.00	100.00	72,000.00	558,000.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.15	66,069.75	0.25	110,116.25	330,348.75
139	Pumps And Motors	1.00	LS	16,000.00	16,000.00	0.00	0.00	0.00	0.00	16,000.00

Attachment G

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00			
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	85,000.00
	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	170,000.00
203	SWPPP Implementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	10,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	15,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.40	26,000.00	0.00	0.00	4,000.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.80	28,000.00	0.40	26,000.00	39,000.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.80	28,000.00	7,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	200,000.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	23,200.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	222,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	300,000.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	9,500.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	210,000.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	6,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	20,400.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	52,155.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	24,058.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	187,200.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	356,946.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	34,200.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	46,000.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	800.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	15,000.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,500.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	1,000.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	10,750.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	3,000.00
229	Dubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	48,024.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	114,000.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	9,900.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	1,785.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	15,500.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	6,200.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	2,400.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	68,773.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	93,860.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	204,564.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	4,410.00
240	Live Fascines	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	12,900.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	4,210.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	16,440.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	15,000.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	16,900.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	660,300.00
Total Base Contract					6,954,866.00	408,944.75		1,922,163.41	5,032,702.58	
Change Order: 01 - CCO #1 (EW #1)										
EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78	0.00		10,396.78	0.00	
Change Order: 02 - CCO #2 (EW #1)										
EW001	POTHOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29	0.00		5,165.29	0.00	

Attachment G

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2) ✓										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	1.00	3,884.00	1.00	3,884.00	0.00
Total Change Order 06					3,884.00		3,884.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5) NEW ✓										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	1.00	2,124.40	1.00	2,124.40	0.00
Total Change Order 07					2,124.40		2,124.40		2,124.40	0.00
Change Order: 10 - CCO #10 (EW #9) NEW ✓										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	1.00	547.25	1.00	547.25	0.00
Total Change Order 10					547.25		547.25		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	1.00	2,002.53	1.00	2,002.53	0.00
Total Change Order 11					6,684.59		2,002.53		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11) NEW ✓										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	1.00	9,941.87	1.00	9,941.87	0.00
Total Change Order 12					9,941.87		9,941.87		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14) ✓										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
Total Change Order 13					1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #6) ✓										
EW006	REMOVE IRRIGATION	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
Total Change Order					3,121.53		0.00		3,121.53	0.00
Change Order: - CCO # (EW #8) ✓										
EW008	EXCAVATION @ BURAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATION @ BURAL	1.00	TM	1,573.68	1,573.68	1.00	1,573.68	1.00	1,573.68	0.00
Total Change Order					2,884.20		1,573.68		2,884.20	0.00
Change Order: - CCO # (EW #13) NEW										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	1.00	30,369.88	1.00	30,369.88	0.00
Total Change Order					48,701.37		30,369.88		48,701.37	0.00
Change Order: - CCO # (EW #17) NEW										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	1.00	36,980.80	1.00	36,980.80	0.00
Total Change Order					36,980.80		36,980.80		36,980.80	0.00

71,11

Change Order: - CCO # (EW #21) New

Attachment G

EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	1.00	3,119.66	1.00	3,119.66	0.00
Total Change Order				3,119.66		3,119.66		3,119.66	0.00	
Total Contract and Change Orders				7,090,209.09		496,488.82		2,057,506.51	1,032,702.58	

Billing Summary for Contract F09

1. Original Contract:	6,954,866.00
2. Change Orders:	135,343.09
3. Revised Contract:	7,090,209.09

	Current	To Date
4. Total Completed:	496,488.82	2,057,506.51
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	49,648.88	205,750.65
7. Balance:	446,839.94	1,851,755.86
8. Less Previous Payments:		1,404,915.92
9. Total Due This Invoice:	446,839.94	446,839.94



City of St. Helena

1480 Main Street
St. Helena, CA 94574
Phone: (707) 426-5100
Fax: (707) 426-5101
www.sthelenaca.gov

September 17, 2009

Karen Scalabrini
Finance Director
1480 Main Street
St. Helena, CA 94574

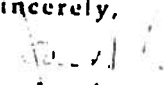
Re: Argonaut Pay Estimate #4, August 2009

Karen,

Argonaut Constructors has submitted the work completed for August 2009 per the attached invoice #2976. The invoice has been reviewed for the current listed quantities and the total quantities to date. Both are hereby approved.

The invoice is recommended for payment as presented.

Sincerely,


Jon Lander
Resident Engineer

cc. Argonaut Constructors



City of St. Helena
*we will conduct city affairs on behalf of our citizens
using an open and creative process.*

Attachment G

1480 Main Street
St. Helena, CA 94574
Phone: (707) 967-2792
Fax: (707) 963-7748

www.sthelenacity.com

September 17, 2009

**Karen Scalabrini
Finance Director
1480 Main Street
St. Helena, CA 94574**

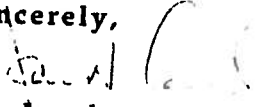
Re: Argonaut Pay Estimate #4, August 2009

Karen,

Argonaut Constructors has submitted the work completed for August 2009 per the attached invoice #2976. The invoice has been reviewed for the current listed quantities and the total quantities to date. Both are hereby approved.

The invoice is recommended for payment as presented.

Sincerely,


**Jon Lander
Resident Engineer**

cc. Argonaut Constructors



From Contractor : Argonaut Constructors

Pay
Application

Date

Invoice
Number

Contract

4 R

08/02/2008

2976

08-SHF-01

1238 Central Ave
Santa Rosa, CA 95401
(707)542-4862

To Owner : CITY OF ST HELENA

Project : F08 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

1480 MAIN STREET

ST HELENA, CA 94574

ST HELENA, CA 94574

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.06	10,200.00	0.87	148,650.00	21,350.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Implementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.30	28,000.00	28,000.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	1,500.00	4,500.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.40	108,000.00	0.95	256,500.00	13,500.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.10	900.00	0.60	5,400.00	3,600.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	5,400.00	16,200.00	56,204.96	168,614.88	-26,114.88
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	3,150.00	9,135.00	8,932.00	25,902.80	197.20
114	Levee Inspection Trench Excavai	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,157.67	45,809.09	-113.09
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	5,300.00	11,660.00	49,882.00	109,740.40	259.60
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	0.00	0.00	102,805.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	222.00	53,280.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Starr Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	0.90	288,000.00	32,000.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	0.90	252,000.00	28,000.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,280.00	96,000.00	1,500.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"x10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	0.00	0.00	6,700.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	0.00	0.00	27,375.00
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	100.00	72,000.00	100.00	72,000.00	558,000.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.15	66,069.75	0.25	110,116.25	330,348.75
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00

Attachment H

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
	Roadway Repair	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Implementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.40	26,000.00	0.40	26,000.00	39,000.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.80	28,000.00	0.80	28,000.00	7,000.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Despot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00
Total Base Contract					6,954,866.00		405,944.75		1,922,163.42	5,032,702.58

Change Order: 01 - CCO #1 (EW #1)

EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78		0.00		10,396.78	0.00

Change Order: 02 - CCO #2 (EW #1)

EW001	POTHOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29		0.00		5,165.29	0.00

Attachment H

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
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Change Order: 06 - CCO #6 (EW #2) ✓

EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	1.00	3,884.00	1.00	3,884.00	0.00
Total Change Order 06					3,884.00		3,884.00		3,884.00	0.00

Change Order: 07 - CCO #7 (EW #5) NEW ✓

EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	1.00	2,124.40	1.00	2,124.40	0.00
Total Change Order 07					2,124.40		2,124.40		2,124.40	0.00

Change Order: 10 - CCO #10 (EW #9) NEW ✓

EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	1.00	547.25	1.00	547.25	0.00
Total Change Order 10					547.25		547.25		547.25	0.00

Change Order: 11 - CCO #11 (EW #10)

EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	1.00	2,002.53	1.00	2,002.53	0.00
Total Change Order 11					6,684.59		2,002.53		6,684.59	0.00

Change Order: 12 - CCO #12 (EW #11) NEW ✓

EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	1.00	9,941.87	1.00	9,941.87	0.00
Total Change Order 12					9,941.87		9,941.87		9,941.87	0.00

Change Order: 13 - CCO #13 (EW #14) ✓

EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
Total Change Order 13					1,791.35		0.00		1,791.35	0.00

Change Order: - CCO # (EW #6) ✓

EW006	REMOVE IRRIGATION	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
Total Change Order					3,121.53		0.00		3,121.53	0.00

Change Order: - CCO # (EW #8) ✓

EW008	EXCAVATION @ BURAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATION @ BURAL	1.00	TM	1,573.68	1,573.68	1.00	1,573.68	1.00	1,573.68	0.00
Total Change Order					2,884.20		1,573.68		2,884.20	0.00

Change Order: - CCO # (EW #13) NEW

EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	1.00	30,369.88	1.00	30,369.88	0.00
Total Change Order					48,701.37		30,369.88		48,701.37	0.00

Change Order: - CCO # (EW #17) NEW

EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	1.00	36,980.80	1.00	36,980.80	0.00
Total Change Order					36,980.80		36,980.80		36,980.80	0.00

Change Order: - CCO # (EW #21) NEW

Attachment H

EW021	TRENCHING WRK PG&B	1.00	TM	3,119.66	3,119.66	1.00	3,119.66	1.00	3,119.66	0.00
	Total Change Order			3,119.66		3,119.66		3,119.66	0.00	
	Total Contract and Change Orders			7,090,209.09		496,488.82		2,057,506.51	3,032,702.58	

Billing Summary for Contract F09

1. Original Contract:		6,954,866.00
2. Change Orders:		135,343.09
3. Revised Contract:		7,090,209.09
	<u>Current</u>	<u>To Date</u>
4. Total Completed:	496,488.82	2,057,506.51
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	49,648.88	205,750.65
7. Balance:	<u>446,839.94</u>	<u>1,851,755.86</u>
8. Less Previous Payments:		<u>1,404,915.92</u>
9. Total Due This Invoice:	<u>446,839.94</u>	<u>446,839.94</u>

**STATE OF CALIFORNIA
STATE WATER RESOURCES CONTROL BOARD
REQUEST FOR DISBURSEMENT**

DISBURSEMENT REQUESTED FOR:

- () AGRICULTURAL DRAINAGE LOAN PROGRAM
 (X) STATE REVOLVING FUND ISA
 () LOCAL MATCH ISA
 () SMALL COMMUNITY GROUNDWATER GRANT
 () SMALL COMMUNITY WASTEWATER GRANT
 () SEAWATER INTRUSION CONTROL LOAN
 () WASTEWATER CONSTRUCTION GRANT
 () WATER RECYCLING FACILITIES PLANNING GRANT
 () WATER RECYCLING FUNDING PROGRAM (GRANT)
 () WATER RECYCLING FUNDING PROGRAM (LOAN)

DATE:

DISBURSEMENT REQUEST NO.

ISA/LOAN/GRANT NO.

CONTRACT NO.

% ELIGIBLE CONSTRUCTION COMPLETE

BILLING PERIOD

12/11/09

3

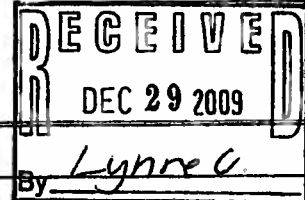
SCG-06-6093-110

07-817-550-0

N/A

RECEIVED

DEC 24 2009

**LOAN/GRANT RECIPIENT:**

STREET/P. O. BOX:

CITY AND ZIP CODE:

AUTHORIZED REPRESENTATIVE:

City of St. Helena

1480 Main Street

St. Helena, CA 94574

Karen Scalabrini

DIVISION OF

FINANCIAL ASSISTANCE

TITLE: Finance Director

By Lynne C.

(A) DESCRIPTION	(B) ISA/LOAN/ GRANT AMOUNT	(C) COSTS INCURRED TO DATE	(D) ELIGIBLE PERCENT	(E) COSTS CLAIMED FOR PAYT TO DATE	STATE USE ONLY		
					(F) COSTS APPROVED FOR PAYT TO DATE	(G) AMOUNT PREVIOUSLY PAID	(H) APPROVED PAYMENT THIS REQUEST
Property Acquisition	\$2,000,000	\$899,500	100%	\$899,500	899,500	899,500	-0-
Construction	\$7,100,000	\$3,303,861	100%	\$3,303,861	2,753,940	1,390,910	1,363,030
SUBTOTAL	\$9,100,000	\$4,203,361		\$4,203,361	3,653,440	2,290,410	1,363,030
Less Local Match (16.667%) if applicable							
TOTAL	\$9,100,000	\$4,203,361		\$4,203,361	3,653,440 *	2,290,410	1,363,030

COMMENTS:

* On Form 260 there is a difference in Costs Claimed for Payment, Col. E, and Costs Approved, Col. F due to the amount for retention (10%) not being subtracted from the subtotal of construction items.

RECIPIENT CERTIFICATION

I certify that the costs shown in column "C" have been incurred and that these costs have been paid or will be paid within 30 days of receipt of the funds requested hereby. If such costs have not been paid within 30 days, funds received under this request will be returned to the State Water Resources Control Board (SWRCB). I certify that all prior funds received from this ISA/loan/grant have been disbursed within 30 days of receipt or have been returned to the SWRCB.

In addition to the foregoing, where the Local Match ISAs apply, I certify that the appropriate payment has been made with local funds that equate to at least the State match portion.

I also certify that costs claimed are specific to the ISA/loan/grant and within the approved scope of work.

Mary Neelan
 Signature of the Authorized Representative

12/22/09
 Date

STATE USE ONLY: APPROVAL FOR PAYMENT

☒ All Quarterly Reports have been submitted to date.

Shirley Gaskin
 Project Manager Signature

Project Manager
 Title

12/31/09
 Date

Lynne C. Ingram
 Reviewer Signature

Payments Analyst
 Title

12/31/2009
 Date

Alice Attkins
 Approval Signature

Chief, Administration Section
 Title

12/31/09
 Date

Invoice Number 3 Calculation

Total C.O.	\$	243,927.31
Previous Invoice C.O.	\$	15,562.07
Total C.O. for current Invoice	\$	228,365.24 ✓

Total Invoice \$	\$	1,742,843.00 ✓
9/2/2009	\$	496,488.82 ✓
10/1/2009	\$	898,385.37 ✓
11/9/2009	\$	199,451.57 ✓
12/4/2009	\$	148,517.24 ✓

Total Eligible Cost	\$	1,514,477.76	<i>less c.o.s</i>
10% Retention	\$	151,447.78	

Apppprved Invoice Amount	\$	1,363,029.98 ✓	Total C.O. for current Invoice - Total Invoice \$
Approved Invoice #3			Total Eligible Cost - 10% Retention

Invoice 1	\$	899,500.00
Invoice 2	\$	1,390,910.00
Invoice 3	\$	1,363,030.00

Total disbursed to date	\$	3,653,440.00
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Billing Summary for Contract P09

1. Original Contract:	6,984,866.00	
2. Change Orders:	243,927.31	
3. Revised Contract:	7,228,793.31	
	<u>Current</u>	<u>To Date</u>
4. Total Completed:	148,517.24	3,303,860.69
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	14,851.72	330,386.07
7. Balance:	<u>133,665.52</u>	<u>2,973,474.62</u>
8. Less Previous Payments:		2,839,809.10
9. Total Due This Invoice:	<u>133,665.52</u>	<u>133,665.52</u>

retention =
10%



From Contractor : Argonaut Constructors

Pay
Application

Date

Invoice
Number

Contract

1236 Central Ave
Santa Rosa, CA 95401
(707)542-4882

CITY OF
ST. HELENA

DEC - 8 2009

RECEIVED IN
FINANCE

7 R

12/04/2009

3032 R

08-SHF-01

To Owner : CITY OF ST HELENA

Project : F08 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

1480 MAIN STREET

ST HELENA, CA 94574

Payment Terms: N30

COPY

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	1.00	170,000.00	0.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Impementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.95	53,200.00	2,800.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.20	8,000.00	1.00	40,000.00	0.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	0.00	0.00	1,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.05	13,500.00	1.00	270,000.00	0.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.05	450.00	1.00	9,000.00	0.00
111	Stripping	14.00	ACRB	330.00	4,620.00	0.00	0.00	14.00	4,620.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	0.00	0.00	57,123.96	171,371.88	-28,871.88
112A	Over Ex Levee Area	10,000.00	CY	3.00	30,000.00	0.00	0.00	7,705.00	23,115.00	6,885.00
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	0.00	0.00	7,090.00	20,561.00	5,539.00
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,143.00	45,715.20	-19.20
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	0.00	0.00	53,589.00	117,895.80	-7,895.80
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	3,069.00	89,001.00	13,804.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	0.00	0.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Outlets & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Starr Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	1.00	320,000.00	0.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	1.00	280,000.00	0.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,300.00	97,500.00	0.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"X10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	1.00	6,700.00	0.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	4.15	15,562.50	14,437.50
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	9.15	34,312.50	-6,937.50
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	0.00	0.00	745.00	536,400.00	93,600.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.15	66,069.75	0.90	396,418.50	44,046.50
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.50	43,000.00	0.50	43,000.00	43,000.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Implementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.00	0.00	0.50	32,500.00	32,500.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.00	0.00	0.75	26,250.00	8,750.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	30.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00
Total Base Contract					6,984,866.00		131,019.75		3,059,933.38	3,924,932.62

Change Order: 01 - CCO #1 (EW #1)

EW001	UTILITY RELOCATION @ LAQUA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78		0.00		10,396.78	0.00

Change Order: 02 - CCO #2 (EW #1)

EW001.1	POTHOLING LAQUA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29		0.00		5,165.29	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2)										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	0.00	0.00	1.00	3,884.00	0.00
	Total Change Order 06				3,884.00		0.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5)										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	0.00	0.00	1.00	2,124.40	0.00
	Total Change Order 07				2,124.40		0.00		2,124.40	0.00
Change Order: 08 - CCO #8 (EW #6)										
EW006	REMOV IRRIGATION PIPE	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
	Total Change Order 08				3,121.53		0.00		3,121.53	0.00
Change Order: 09 - CCO #9 (EW #8)										
EW008	EXCAVATE @ BURIAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATE @ BURIAL	1.00	TM	1,573.68	1,573.68	0.00	0.00	1.00	1,573.68	0.00
	Total Change Order 09				2,884.20		0.00		2,884.20	0.00
Change Order: 10 - CCO #10 (EW #9)										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	0.00	0.00	1.00	547.25	0.00
	Total Change Order 10				547.25		0.00		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	0.00	0.00	1.00	2,002.53	0.00
	Total Change Order 11				6,684.59		0.00		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11)										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	0.00	0.00	1.00	9,941.87	0.00
	Total Change Order 12				9,941.87		0.00		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14)										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
	Total Change Order 13				1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #13)										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	0.00	0.00	1.00	30,369.88	0.00
	Total Change Order				48,701.37		0.00		48,701.37	0.00
Change Order: - CCO # (EW #15)										
EW015	INSTALL FES @ MH	1.00	TM	5,558.72	5,558.72	0.00	0.00	1.00	5,558.72	0.00
	Total Change Order				5,558.72		0.00		5,558.72	0.00
Change Order: - CCO # (EW #17)										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	0.00	0.00	1.00	36,980.80	0.00
EW017.1	UNDERCUTTING @ FLD	1.00	TM	40,530.04	40,530.04	0.00	0.00	1.00	40,530.04	0.00
	Total Change Order				77,510.84		0.00		77,510.84	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: - CCO # (EW #20)										
EW020	INSTALL RSP & FABRIC	1.00	TM	11,164.86	11,164.86	0.00	0.00	1.00	11,164.86	0.00
	Total Change Order				11,164.86		0.00		11,164.86	0.00
Change Order: - CCO # (EW #21)										
EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	0.00	0.00	1.00	3,119.66	0.00
EW021.1	TRENCHING WRK PG&E	1.00	TM	25,121.56	25,121.56	0.00	0.00	1.00	25,121.56	0.00
EW021.2	TRENCHING WRK PG&E	1.00	TM	1,809.77	1,809.77	0.00	0.00	1.00	1,809.77	0.00
EW021.3	TRENCHING WRK PG&E	1.00	TM	7,640.16	7,640.16	1.00	7,640.16	1.00	7,640.16	0.00
	Total Change Order				37,691.15		7,640.16		37,691.15	0.00
Change Order: - CCO # (EW #22)										
EW022	ADD ADDTL VALVE	1.00	TM	2,875.00	2,875.00	0.00	0.00	1.00	2,875.00	0.00
EW022.1	ADD ADDTL VALVE	1.00	TM	1,050.00	1,050.00	0.00	0.00	1.00	1,050.00	0.00
	Total Change Order				3,925.00		0.00		3,925.00	0.00
Change Order: - CCO # (EW #24)										
EW024	POTHOLE TREE #42	1.00	TM	347.17	347.17	0.00	0.00	1.00	347.17	0.00
	Total Change Order				347.17		0.00		347.17	0.00
Change Order: - CCO # (EW #26)										
EW026	REALIGNMENT FLOOD	1.00	TM	189.16	189.16	0.00	0.00	1.00	189.16	0.00
	Total Change Order				189.16		0.00		189.16	0.00
Change Order: - CCO # (EW #27)										
EW027	WORK FOR AT&T	1.00	TM	2,440.45	2,440.45	0.00	0.00	1.00	2,440.45	0.00
	Total Change Order				2,440.45		0.00		2,440.45	0.00
Change Order: - CCO # (EW #29)										
EW029	STORM MOD @ STARR	1.00	TM	8,699.74	8,699.74	1.00	8,699.74	1.00	8,699.74	0.00
	Total Change Order				8,699.74		8,699.74		8,699.74	0.00
Change Order: - CCO # (EW #38)										
EW038	EXCAVATE INDIAN ART	1.00	TM	600.28	600.28	1.00	600.28	1.00	600.28	0.00
	Total Change Order				600.28		600.28		600.28	0.00
Change Order: - CCO # (EW #40)										
EW040	RELOCATE ROCK @ STH	1.00	TM	557.31	557.31	1.00	557.31	1.00	557.31	0.00
	Total Change Order				557.31		557.31		557.31	0.00
Total Contract and Change Orders					7,228,793.31		148,517.24 ✓		3,303,860.69	3,924,932.62



From Contractor : Argonaut Constructors

1236 Central Ave
Santa Rosa, CA 95401
(707)542-4862

CITY OF
ST HELENA

NOV 10 2009

FLOOD CONTROL

FLOOD CONTROL

Pay
Application

Date

Invoice
Number

Contract

6

11/09/2009

3012

09-SHF-01

To Owner :

CITY OF ST HELENA

1480 MAIN STREET

ST HELENA, CA 94574

Project : F09 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

ST HELENA, CA 94574

Payment Terms: N30

COPY

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Coast Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.07	11,150.00	1.00	170,000.00	0.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Implementation	1.00	LS	56,000.00	56,000.00	0.45	25,200.00	0.95	53,200.00	2,800.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.80	32,000.00	0.80	32,000.00	8,000.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	0.00	0.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.00	0.00	0.95	256,500.00	13,500.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.35	3,150.00	0.95	8,550.00	450.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	919.00	2,757.00	57,123.96	171,371.88	-28,871.88
112A	Over Ex Levee Area	10,000.00	CY	3.00	30,000.00	7,705.00	23,115.00	7,705.00	23,115.00	6,885.00
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	-1,842.00	-5,341.80	7,090.00	20,561.00	5,539.00
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	-14.67	-93.89	7,143.00	45,715.20	-19.20
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	3,707.00	8,155.40	53,589.00	117,895.80	-7,895.80
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	3,069.00	89,001.00	13,804.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	0.00	0.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Start Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	1.00	320,000.00	0.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	1.00	280,000.00	0.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,300.00	97,500.00	0.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"X10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	1.00	6,700.00	0.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	4.15	15,562.50	4.15	15,562.50	14,437.50
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	9.15	34,312.50	9.15	34,312.50	-6,937.50
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	0.00	0.00	745.00	536,400.00	93,600.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.00	0.00	0.75	330,348.75	110,116.25
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Implementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.00	0.00	0.30	32,500.00	32,500.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.00	0.00	0.75	26,250.00	8,750.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Dubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00

Total Base Contract

6,984,866.00

149,966.71

2,928,913.63

4,055,952.37

Change Order: 01 - CCO #1 (EW #1)

EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78	0.00		10,396.78	0.00	

Change Order: 02 - CCO #2 (EW #1)

EW001.1	POTIOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02				5,165.29		0.00		5,165.29	0.00	

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2)										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	0.00	0.00	1.00	3,884.00	0.00
	Total Change Order 06				3,884.00		0.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5)										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	0.00	0.00	1.00	2,124.40	0.00
	Total Change Order 07				2,124.40		0.00		2,124.40	0.00
Change Order: 08 - CCO #8 (EW #6)										
EW006	REMOV IRRIGATION PIPE	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
	Total Change Order 08				3,121.53		0.00		3,121.53	0.00
Change Order: 09 - CCO #9 (EW #8)										
EW008	EXCAVATE @ BURIAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATE @ BURIAL	1.00	TM	1,573.68	1,573.68	0.00	0.00	1.00	1,573.68	0.00
	Total Change Order 09				2,884.20		0.00		2,884.20	0.00
Change Order: 10 - CCO #10 (EW #9)										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	0.00	0.00	1.00	547.25	0.00
	Total Change Order 10				547.25		0.00		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	0.00	0.00	1.00	2,002.53	0.00
	Total Change Order 11				6,684.59		0.00		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11)										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	0.00	0.00	1.00	9,941.87	0.00
	Total Change Order 12				9,941.87		0.00		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14)										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
	Total Change Order 13				1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #13)										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	0.00	0.00	1.00	30,369.88	0.00
	Total Change Order				48,701.37		0.00		48,701.37	0.00
Change Order: - CCO # (EW #15)										
EW015	INSTALL FES @ MILL	1.00	TM	5,558.72	5,558.72	1.00	5,558.72	1.00	5,558.72	0.00
	Total Change Order				5,558.72		5,558.72		5,558.72	0.00
Change Order: - CCO # (EW #17)										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	0.00	0.00	1.00	36,980.80	0.00
EW017.1	UNDERCUTTING @ FLD	1.00	TM	40,530.04	40,530.04	1.00	40,530.04	1.00	40,530.04	0.00
	Total Change Order				77,510.84		40,530.04		77,510.84	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
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Change Order: - CCO # (EW #20)

EW020	INSTALL RSP & FABRIC	1.00	TM	11,164.86	11,164.86	0.00	0.00	1.00	11,164.86	0.00
Total Change Order					11,164.86		0.00		11,164.86	0.00

Change Order: - CCO # (EW #21)

EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	0.00	0.00	1.00	3,119.66	0.00
EW021.1	TRENCHING WRK PG&E	1.00	TM	25,121.56	25,121.56	0.00	0.00	1.00	25,121.56	0.00
EW021.2	TRENCHING WRK PG&E	1.00	TM	1,809.77	1,809.77	1.00	1,809.77	1.00	1,809.77	0.00
Total Change Order					30,050.99		1,809.77		30,050.99	0.00

Change Order: - CCO # (EW #22)

EW022	ADD ADDTL VALVE	1.00	TM	2,875.00	2,875.00	0.00	0.00	1.00	2,875.00	0.00
EW022.1	ADD ADDTL VALVE	1.00	TM	1,050.00	1,050.00	1.00	1,050.00	1.00	1,050.00	0.00
Total Change Order					3,925.00		1,050.00		3,925.00	0.00

Change Order: - CCO # (EW #24)

EW024	POTHOLE TREE #42	1.00	TM	347.17	347.17	1.00	347.17	1.00	347.17	0.00
Total Change Order					347.17		347.17		347.17	0.00

Change Order: - CCO # (EW #26)

EW026	REALIGNMENT FLOOD	1.00	TM	189.16	189.16	1.00	189.16	1.00	189.16	0.00
Total Change Order					189.16		189.16		189.16	0.00

Change Order: - CCO # (EW #27)

EW027	WORK FOR AT&T	1.00	TM	2,440.45	2,440.45	0.00	0.00	1.00	2,440.45	0.00
Total Change Order					2,440.45		0.00		2,440.45	0.00

Total Contract and Change Orders	7,211,295.82	199,451.57	3,155,343.45	4,055,952.37
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Billing Summary for Contract F09

1. Original Contract:	6,954,866.00
2. Change Orders:	256,429.82
3. Revised Contract:	7,211,295.82
4. Total Completed:	199,451.57
5. Stored Material To Date:	0.00
6. Less Retainage:	19,945.16
7. Balance:	179,506.41
8. Less Previous Payments:	2,660,302.69
9. Total Due This Invoice:	179,506.42

From Contractor : Argonaut Constructors

Pay
Application

Date

Invoice
Number

Contract

5

10/01/2009

2987

09-SHF-01

1238 Central Ave
Santa Rosa, CA 95401
(707)542-4882

To Owner : CITY OF ST HELENA

Project : F09 - St. Helena Flood Control
ST HELENA @ NAPA RIVER

1480 MAIN STREET

ST HELENA, CA 94574

ST HELENA, CA 94574

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.06	10,200.00	0.93	158,850.00	11,150.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Impementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.50	28,000.00	28,000.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	0.00	0.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.00	0.00	0.95	256,500.00	13,500.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.00	0.00	0.60	5,400.00	3,600.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	0.00	0.00	56,204.96	168,614.88	-26,114.88
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	0.00	0.00	8,932.00	25,902.80	197.20
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,157.67	45,809.09	-113.09
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	0.00	0.00	49,882.00	109,740.40	259.60
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	3,069.00	89,001.00	3,069.00	89,001.00	13,804.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	0.00	0.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Gutters & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Starr Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.10	32,000.00	1.00	320,000.00	0.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.10	28,000.00	1.00	280,000.00	0.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	20.00	1,500.00	1,300.00	97,500.00	0.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"x10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	1.00	6,700.00	1.00	6,700.00	0.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	0.00	0.00	27,375.00
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	645.00	464,400.00	745.00	536,400.00	93,600.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.50	220,232.50	0.75	330,348.75	110,116.25
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00

Item	Description	Estimated Quantity	M	Unit Price	Total Contract	Current Quantity	Cur Am	To Date Quantity	Attachment I	
									To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Impementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.10	6,500.00	0.50	32,500.00	32,500.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	-0.05	-1,750.00	0.75	26,250.00	8,750.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Cott Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00
Total Base Contract					6,954,866.00		856,783.50		2,778,946.92	4,175,919.08
Change Order: 01 - CCO #1 (EW #1)										
EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78		0.00		10,396.78	0.00
Change Order: 02 - CCO #2 (EW #1)										
EW001.1	POTHOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29		0.00		5,165.29	0.00

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2)										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	0.00	0.00	1.00	3,884.00	0.00
	Total Change Order 06				3,884.00		0.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5)										
EW005	RELOCATE COBBLES	1.00	TM	2,124.40	2,124.40	0.00	0.00	1.00	2,124.40	0.00
	Total Change Order 07				2,124.40		0.00		2,124.40	0.00
Change Order: 10 - CCO #10 (EW #9)										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	0.00	0.00	1.00	547.25	0.00
	Total Change Order 10				547.25		0.00		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	0.00	0.00	1.00	2,002.53	0.00
	Total Change Order 11				6,684.59		0.00		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11)										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	0.00	0.00	1.00	9,941.87	0.00
	Total Change Order 12				9,941.87		0.00		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14)										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
	Total Change Order 13				1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #6)										
EW006	REMOVE IRRIGATION	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
	Total Change Order				3,121.53		0.00		3,121.53	0.00
Change Order: - CCO # (EW #8)										
EW008	EXCAVATION @ BURAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATION @ BURAL	1.00	TM	1,573.68	1,573.68	0.00	0.00	1.00	1,573.68	0.00
	Total Change Order				2,884.20		0.00		2,884.20	0.00
Change Order: - CCO # (EW #13)										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	0.00	0.00	1.00	30,369.88	0.00
	Total Change Order				48,701.37		0.00		48,701.37	0.00
Change Order: - CCO # (EW #17)										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	0.00	0.00	1.00	36,980.80	0.00
	Total Change Order				36,980.80		0.00		36,980.80	0.00
Change Order: - CCO # (EW #20)										
EW020	INSTALL RSP & FABRIC	1.00	TM	11,164.86	11,164.86	1.00	11,164.86	1.00	11,164.86	0.00
	Total Change Order				11,164.86		11,164.86		11,164.86	0.00

Attachment I

EW021	TRENCHING WRK PG&E	1.00	TL	3,119.66	3,119.66	0.00	0.00	1.00	3,119.66	0.00
EW021.1	TRENCHING WRK PG&E	1.00	TM	25,121.56	25,121.56	1.00	25,121.56	1.00	25,121.56	0.00
Total Change Order					28,241.22		25,121.56		28,241.22	0.00

Change Order: - CCO # (EW #22)

EW022	ADD ADDTL VALVE	1.00	TM	2,875.00	2,875.00	1.00	2,875.00	1.00	2,875.00	0.00
	Total Change Order				2,875.00		2,875.00		2,875.00	0.00

Change Order: - CCO # (EW #27)

EW027	WORK FOR AT&T	1.00	TM	2,440.45	2,440.45	1.00	2,440.45	1.00	2,440.45	0.00
	Total Change Order				2,440.45		2,440.45		2,440.45	0.00

Total Contract and Change Orders	7,131,810.96	898,385.37 ✓	2,955,891.88	4,175,919.08
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Billing Summary for Contract F09

1. Original Contract:		6,934,866.00
2. Change Orders:		176,944.96
3. Revised Contract:		7,131,810.96
	Current	To Date
4. Total Completed:	898,385.37	2,955,891.88
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	89,838.54	295,589.19
7. Balance:	808,546.83	2,660,302.69
8. Less Previous Payments:		1,851,755.86
9. Total Due This Invoice:	808,546.83	808,546.83



CITY OF
ST. HELENA

SEP 17 2009
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FINANCE

Attachment I

Page 1 of 4

From Contractor : Argonaut Constructors

1236 Central Ave
Santa Rosa, CA 95401
(707)542-4882

Pay
Application

Date

Invoice
Number

Contract

4 R

09/02/2009

2976

08-SHF-01

To Owner : CITY OF ST HELENA

1480 MAIN STREET

ST HELENA, CA 94574

Project : F09 - St Helena Flood Control
ST HELENA @ NAPA RIVER

ST HELENA, CA 94574

Payment Terms: N30

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
101	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.06	10,200.00	0.87	148,650.00	21,350.00
102	Roadway Repairs	1.00	LS	25,000.00	25,000.00	0.00	0.00	0.00	0.00	25,000.00
103	SWPPP Development	1.00	LS	35,000.00	35,000.00	0.00	0.00	1.00	35,000.00	0.00
104	SWPPP Implementation	1.00	LS	56,000.00	56,000.00	0.00	0.00	0.50	28,000.00	28,000.00
105	Temporary Features	1.00	LS	40,000.00	40,000.00	0.00	0.00	0.00	0.00	40,000.00
106	Temporary Fence	4,140.00	LF	3.00	12,420.00	1,500.00	4,500.00	3,610.00	10,830.00	1,590.00
107	Start Up Testing & Commission	1.00	LS	5,000.00	5,000.00	0.00	0.00	0.00	0.00	5,000.00
108	Demolition	1.00	LS	270,000.00	270,000.00	0.40	108,000.00	0.95	256,500.00	13,500.00
109	Clearing And Grubbing	1.00	LS	65,000.00	65,000.00	0.00	0.00	1.00	65,000.00	0.00
110	Dewatering	1.00	LS	9,000.00	9,000.00	0.10	900.00	0.60	5,400.00	3,600.00
111	Stripping	14.00	ACRE	350.00	4,900.00	0.00	0.00	14.00	4,900.00	0.00
112	Terrace Excavation	47,500.00	CY	3.00	142,500.00	5,400.00	16,200.00	56,204.96	168,614.88	-26,114.88
113	Detention Basin Excavation	9,000.00	CY	2.90	26,100.00	3,150.00	9,135.00	8,932.00	25,902.80	197.20
114	Levee Inspection Trench Excavat	7,140.00	CY	6.40	45,696.00	0.00	0.00	7,157.67	45,809.09	-113.09
115	Excavation-Unsuitable	500.00	CY	30.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
116	Compacted Embankment	50,000.00	CY	2.20	110,000.00	5,300.00	11,660.00	49,882.00	109,740.40	259.60
117	Soil Stockpile	14,700.00	CY	4.30	63,210.00	0.00	0.00	0.00	0.00	63,210.00
118	Aggregate Base	3,545.00	TN	29.00	102,805.00	0.00	0.00	0.00	0.00	102,805.00
119	Chip Seal Pathway	730.00	SY	13.00	9,490.00	0.00	0.00	0.00	0.00	9,490.00
120	Ground Modification	620.00	LF	240.00	148,800.00	222.00	53,280.00	520.00	124,800.00	24,000.00
121	Stone Protection	120.00	CY	64.00	7,680.00	0.00	0.00	0.00	0.00	7,680.00
122	Asphalt Concrete	10.00	TN	200.00	2,000.00	0.00	0.00	0.00	0.00	2,000.00
123	Curb Outlets & Sidewalks	1.00	LS	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
124	Start Ave Bypass Storm Drain	1.00	LS	320,000.00	320,000.00	0.00	0.00	0.90	288,000.00	32,000.00
125	Levee Culvert Storm Drain	1.00	LS	280,000.00	280,000.00	0.00	0.00	0.90	252,000.00	28,000.00
126	12" Water Main	1,300.00	LF	75.00	97,500.00	0.00	0.00	1,280.00	96,000.00	1,500.00
127	6" Valve	1.00	EA	1,500.00	1,500.00	0.00	0.00	1.00	1,500.00	0.00
128	12" Valve	1.00	EA	3,000.00	3,000.00	0.00	0.00	1.00	3,000.00	0.00
129	Fire Hydrant	1.00	EA	5,800.00	5,800.00	0.00	0.00	1.00	5,800.00	0.00
130	Blow Off Valves	2.00	EA	3,300.00	6,600.00	0.00	0.00	2.00	6,600.00	0.00
131	1" Air Release Valves	2.00	EA	2,000.00	4,000.00	0.00	0.00	2.00	4,000.00	0.00
132	10"X10" Tapping Sleeve & Valve	1.00	EA	6,700.00	6,700.00	0.00	0.00	0.00	0.00	6,700.00
133	Pipe Gates	4.00	EA	3,500.00	14,000.00	0.00	0.00	0.00	0.00	14,000.00
134	Access Removable Bollards	3.00	EA	350.00	1,050.00	0.00	0.00	0.00	0.00	1,050.00
135	Native Seeding	8.00	ACRE	3,750.00	30,000.00	0.00	0.00	0.00	0.00	30,000.00
136	Erosion Control Seeding	7.30	ACRE	3,750.00	27,375.00	0.00	0.00	0.00	0.00	27,375.00
137	Floodwall Construction Type A	875.00	LF	720.00	630,000.00	100.00	72,000.00	100.00	72,000.00	558,000.00
138	Stormwater Pump Station	1.00	LS	440,465.00	440,465.00	0.15	66,069.75	0.25	110,116.25	330,348.75
139	Pumps And Motors	1.00	LS	86,000.00	86,000.00	0.00	0.00	0.00	0.00	86,000.00

Attachment I

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
140	Electrical And Controls	1.00	LS	85,000.00	85,000.00	0.00	0.00	0.00	0.00	85,000.00
201	Const Facilities & Temp Contro	1.00	LS	170,000.00	170,000.00	0.00	0.00	0.00	0.00	170,000.00
202	Roadway Repairs	1.00	LS	10,000.00	10,000.00	0.00	0.00	0.00	0.00	10,000.00
203	SWPPP Impementation	1.00	LS	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
204	Temporary Features	1.00	LS	4,000.00	4,000.00	0.00	0.00	0.00	0.00	4,000.00
205	Demolition	1.00	LS	65,000.00	65,000.00	0.40	26,000.00	0.40	26,000.00	39,000.00
206	Clearing And Grubbing	1.00	LS	35,000.00	35,000.00	0.80	28,000.00	0.80	28,000.00	7,000.00
207	Dewatering	1.00	LS	200,000.00	200,000.00	0.00	0.00	0.00	0.00	200,000.00
208	Slope Protection Fabric	1.00	LS	23,200.00	23,200.00	0.00	0.00	0.00	0.00	23,200.00
209	Turf Reinforcement Mat	1.00	LS	222,000.00	222,000.00	0.00	0.00	0.00	0.00	222,000.00
210	Stream Substrate	1.00	LS	300,000.00	300,000.00	0.00	0.00	0.00	0.00	300,000.00
211	Stripping	19.00	ACRE	500.00	9,500.00	0.00	0.00	0.00	0.00	9,500.00
212	Terrace Excavation	21,000.00	CY	10.00	210,000.00	0.00	0.00	0.00	0.00	210,000.00
213	Excavation-Unsuitable	200.00	CY	32.00	6,400.00	0.00	0.00	0.00	0.00	6,400.00
214	Soil Stockpile	17,000.00	CY	1.20	20,400.00	0.00	0.00	0.00	0.00	20,400.00
215	Aggregate Base	915.00	TN	57.00	52,155.00	0.00	0.00	0.00	0.00	52,155.00
216	Chip Seal Pathway	2,615.00	SY	9.20	24,058.00	0.00	0.00	0.00	0.00	24,058.00
217	Ground Modification	720.00	LF	260.00	187,200.00	0.00	0.00	0.00	0.00	187,200.00
218	Stone Protection	4,353.00	CY	82.00	356,946.00	0.00	0.00	0.00	0.00	356,946.00
219	Weirs	570.00	TN	60.00	34,200.00	0.00	0.00	0.00	0.00	34,200.00
220	Log Structures	1.00	LS	46,000.00	46,000.00	0.00	0.00	0.00	0.00	46,000.00
221	Point Of Connection	1.00	EA	800.00	800.00	0.00	0.00	0.00	0.00	800.00
222	Controller	1.00	EA	15,000.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
223	Gate Valves	3.00	EA	500.00	1,500.00	0.00	0.00	0.00	0.00	1,500.00
224	Flow Sensor	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
225	Filter Assembly	1.00	EA	1,000.00	1,000.00	0.00	0.00	0.00	0.00	1,000.00
226	Remote Control Valves	43.00	EA	250.00	10,750.00	0.00	0.00	0.00	0.00	10,750.00
227	Quick Coupling Valves	20.00	EA	150.00	3,000.00	0.00	0.00	0.00	0.00	3,000.00
228	Main Line Pipe	4,002.00	LF	12.00	48,024.00	0.00	0.00	0.00	0.00	48,024.00
229	Bubbler Irrigation Zone	38.00	EA	3,000.00	114,000.00	0.00	0.00	0.00	0.00	114,000.00
230	Sprinkler Irrigation Zone	6.00	EA	1,650.00	9,900.00	0.00	0.00	0.00	0.00	9,900.00
231	Access Removable Bollards	3.00	EA	595.00	1,785.00	0.00	0.00	0.00	0.00	1,785.00
232	Post And Cable Fence	1.00	LS	15,500.00	15,500.00	0.00	0.00	0.00	0.00	15,500.00
233	Native Seeding	2.00	ACRE	3,100.00	6,200.00	0.00	0.00	0.00	0.00	6,200.00
234	Erosion Control Seeding	1.20	ACRE	2,000.00	2,400.00	0.00	0.00	0.00	0.00	2,400.00
235	Treepot Container Planting	709.00	EA	97.00	68,773.00	0.00	0.00	0.00	0.00	68,773.00
236	Deepot Container Planting	7,220.00	EA	13.00	93,860.00	0.00	0.00	0.00	0.00	93,860.00
237	Tree Band Container Planting	34,094.00	EA	6.00	204,564.00	0.00	0.00	0.00	0.00	204,564.00
238	Bare Root Planting	1,764.00	EA	2.50	4,410.00	0.00	0.00	0.00	0.00	4,410.00
239	Willow Stake Planting	430.00	EA	30.00	12,900.00	0.00	0.00	0.00	0.00	12,900.00
240	Live Fascine	421.00	LF	10.00	4,210.00	0.00	0.00	0.00	0.00	4,210.00
241	Coir Pillows	274.00	SY	60.00	16,440.00	0.00	0.00	0.00	0.00	16,440.00
242	Weeding Events	10.00	EA	1,500.00	15,000.00	0.00	0.00	0.00	0.00	15,000.00
243	Irrigation Events	13.00	EA	1,300.00	16,900.00	0.00	0.00	0.00	0.00	16,900.00
244	Floodwall Construction-Type A	930.00	LF	710.00	660,300.00	0.00	0.00	0.00	0.00	660,300.00
245	Floodwall Construction-Type B	200.00	LF	1,150.00	230,000.00	0.00	0.00	0.00	0.00	230,000.00

Total Base Contract

6,954,866.00

405,944.75

1,922,163.42

5,032,702.58

Change Order: 01 - CCO #1 (EW #1)

EW001	UTILITY RELOCATION @ LAGUNA CT	1.00	TM	10,396.78	10,396.78	0.00	0.00	1.00	10,396.78	0.00
Total Change Order 01					10,396.78		0.00		10,396.78	0.00

Change Order: 02 - CCO #2 (EW #1)

EW001.1	POTHOLING LAGUNA CT	1.00	TM	5,165.29	5,165.29	0.00	0.00	1.00	5,165.29	0.00
Total Change Order 02					5,165.29		0.00		5,165.29	0.00

Attachment I

Item	Description	Estimated Quantity	UOM	Unit Price	Total Contract	Current Quantity	Current Amount	To Date Quantity	To Date Amount	Balance To Complete
Change Order: 06 - CCO #6 (EW #2) ✓										
EW002	STANDBY EQUIPMENT	1.00	TM	3,884.00	3,884.00	1.00	3,884.00	1.00	3,884.00	0.00
Total Change Order 06					3,884.00		3,884.00		3,884.00	0.00
Change Order: 07 - CCO #7 (EW #5) NEW ✓										
EW005	RELOCATE COBBLE	1.00	TM	2,124.40	2,124.40	1.00	2,124.40	1.00	2,124.40	0.00
Total Change Order 07					2,124.40		2,124.40		2,124.40	0.00
Change Order: 10 - CCO #10 (EW #9) NEW ✓										
EW009	PLACE ABII ADAMS ST	1.00	TM	547.25	547.25	1.00	547.25	1.00	547.25	0.00
Total Change Order 10					547.25		547.25		547.25	0.00
Change Order: 11 - CCO #11 (EW #10)										
EW010	SEPARATE UNSTABLE	1.00	TM	4,682.06	4,682.06	0.00	0.00	1.00	4,682.06	0.00
EW010.1	SEPARATE UNSTABLE	1.00	TM	2,002.53	2,002.53	1.00	2,002.53	1.00	2,002.53	0.00
Total Change Order 11					6,684.59		2,002.53		6,684.59	0.00
Change Order: 12 - CCO #12 (EW #11) NEW ✓										
EW011	TOP LOAD EXCAVATION	1.00	TM	9,941.87	9,941.87	1.00	9,941.87	1.00	9,941.87	0.00
Total Change Order 12					9,941.87		9,941.87		9,941.87	0.00
Change Order: 13 - CCO #13 (EW #14) ✓										
EW014	INSTALL GEO FABRIC 42	1.00	TM	1,791.35	1,791.35	0.00	0.00	1.00	1,791.35	0.00
Total Change Order 13					1,791.35		0.00		1,791.35	0.00
Change Order: - CCO # (EW #6) ✓										
EW006	REMOVE IRRIGATION	1.00	TM	3,121.53	3,121.53	0.00	0.00	1.00	3,121.53	0.00
Total Change Order					3,121.53		0.00		3,121.53	0.00
Change Order: - CCO # (EW #8) ✓										
EW008	EXCAVATION @ BURAL	1.00	TM	1,310.52	1,310.52	0.00	0.00	1.00	1,310.52	0.00
EW008.1	EXCAVATION @ BURAL	1.00	TM	1,573.68	1,573.68	1.00	1,573.68	1.00	1,573.68	0.00
Total Change Order					(2,884.20)		1,573.68		2,884.20	0.00
Change Order: - CCO # (EW #13) NEW										
EW013	BORROW DIRT EXCAVA	1.00	TM	18,331.49	18,331.49	0.00	0.00	1.00	18,331.49	0.00
EW013.1	BORROW DIRT EXCAVA	1.00	TM	30,369.88	30,369.88	1.00	30,369.88	1.00	30,369.88	0.00
Total Change Order					48,701.37		30,369.88		48,701.37	0.00
Change Order: - CCO # (EW #17) NEW										
EW017	UNDERCUTTING @ FLD	1.00	TM	36,980.80	36,980.80	1.00	36,980.80	1.00	36,980.80	0.00
Total Change Order					36,980.80		36,980.80		36,980.80	0.00

71,116.1

Change Order: - CCO # (EW #21) *h*

EW021	TRENCHING WRK PG&E	1.00	TM	3,119.66	3,119.66	1.00	3,119.66	1.00	3,119.66	0.00
	Total Change Order				3,119.66		3,119.66		3,119.66	0.00
	Total Contract and Change Orders			7,090,209.09		496,488.82 ✓		2,057,506.51	5,032,702.58	

Billing Summary for Contract F09

1. Original Contract:	6,954,866.00	
2. Change Orders:	135,343.09	
3. Revised Contract:	7,090,209.09	
	<u>Current</u>	<u>To Date</u>
4. Total Completed:	496,488.82	2,057,506.51
5. Stored Material To Date:	0.00	0.00
6. Less Retainage:	49,648.88	205,750.65
7. Balance:	<u>446,839.94</u>	<u>1,851,755.86</u>
8. Less Previous Payments:		1,404,915.92
9. Total Due This Invoice:	<u>446,839.94</u>	<u>446,839.94</u>

12/11/09
3
SCG-06-6093-110
07-817-550-0
N/A
Sept 09 to Dec 09

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