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

ST. HELENA CITY COUNCIL
REGULAR MEETING
FEBRUARY 9, 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. <u>Please observe the time limit of three minutes.</u>

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 <u>3 minutes.</u> 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.

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)

6. Consideration and proposed approval of a resolution approving amendment No. 10 to the Joint Powers Agreement for the Napa County Transportation and Planning Agency approving the name change from Napa County Transportation and Planning Agency (NCTPA) to Napa Valley Transportation Authority (NVTA), a Joint Powers Agency
   CEQA Status: Not a CEQA Project
   Lead Staff: Cindy Black, City Clerk
   Recommendation: Adopt

7. Consideration and proposed approval of a resolution authorizing the St. Helena Chamber of Commerce to display flags on the historic electroliers on Main Street for three events in 2016 including: Premiere Napa Valley, Auction Napa Valley, and Flavor! Napa Valley
   CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
   Lead Staff: Steven Palmer, PE, Director of Public Works/City Engineer
   Recommendation: Adopt

NEW BUSINESS:

8. Ad Hoc Revenue Source Task Force of St. Helena Revenue Source Recommendation Report
   **Note: Task Force Report will be posted by 5:00 PM, Monday, February 8, 2016*
   CEQA Status: Not a CEQA Project
   Lead Staff: Jennifer Phillips, City Manager
   Recommendation: Receive and file

9. Fiscal Year 2015/16 2nd Quarter Finance Report and Proposed Consideration of Resolution Approving Mid-Year Budget Adjustments for FY 2015/16
   CEQA Status: Not a CEQA Project
   Lead Staff: April Mitts, Director of Finance
   Recommendation: Adopt

10. Consideration of proposed resolution approving a Professional Services Agreement with Valley Architects LLP for engineering and design services for the Downtown Restroom Project CIP C-82
    CEQA Status: Not a CEQA Project
    Lead Staff: Tobias Barr, Project Manager
    Steven Palmer, PE, Director of Public Works/City Engineer
    Recommendation: Adopt

11. Long Range Financial Forecast - Update
    CEQA Status: Not a CEQA Project
    Lead Staff: Jennifer Phillips, City Manager
    Recommendation: Receive and file

ADJOURNMENT The next Regular City Council meeting is scheduled for February 23, 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 February 5, 2016.

Cindy Black

Cindy Black, City Clerk

CHALLENGING DECISIONS OF CITY ENTITIES

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

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

SUPPLEMENTAL MATERIAL RECEIVED AFTER THE POSTING OF THE AGENDA

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

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Item No: 6

Report to the City Council
Council Meeting of February 9, 2016

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution approving amendment No. 10 to the Joint Powers Agreement for the Napa County Transportation and Planning Agency approving the name change from Napa County Transportation and Planning Agency (NCTPA) to Napa Valley Transportation Authority (NVTA), a Joint Powers Agency**

CEQA Status: **Not a CEQA project**

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

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

BACKGROUND

Napa County Transportation and Planning Agency (the "NCTPA") was a joint powers agency created by the Member Jurisdictions to provide coordinated transportation planning and transportation services, among other duties, within the County of Napa.

DISCUSSION

Napa Valley Transportation Authority ("NVTA") was established pursuant to Division 19 of the California Public Utilities Code on November 15, 2005 for the purpose of administering revenues from a sales tax measure. The two agencies are staffed by the same staff and governed by the same member jurisdiction Board of Directors members. The Member Jurisdictions desire to combine the two agencies to take advantage of efficiencies and avoid confusion for the public.

FISCAL IMPACT

None.

RECOMMENDED ACTION

Staff recommends adopting the resolution approving the dissolution of NCTPA and transfer its duties to NVTA.

ATTACHMENTS

Attachment A - Resolution
Attachment B – Joint Powers Agreement

Attachment A

City of St. Helena

RESOLUTION No. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA APPROVING AMENDMENT NO. 10 TO THE JOINT POWERS AGREEMENT FOR THE NAPA COUNTY TRANSPORTATION AND PLANNING AGENCY

WHEREAS, the Napa County Transportation and Planning Agency (the "NCTPA") is a joint powers agency created by the Member Jurisdictions to provide coordinated transportation planning and transportation services within the County of Napa; and

WHEREAS, the Member jurisdictions desire to amend the Agreement to change the name of the agency in order to better reflect the duties and purpose of the agency,

WHEREAS, the City of St. Helena is a member of the Joint Powers Agency and a signatory of the Joint Powers Agreement; and

WHEREAS, the NCTPA wishes to change its name to the Napa Valley Transportation Authority, a Joint Powers Agency (the "NVTA"); and

NOW THEREFORE BE IT RESOLVED the City Council approves, and authorizes Mayor Galbraith to execute, Amendment No. 10 to the Joint Powers Agreement, approving the name change of Napa County Transportation and Planning Agency to Napa Valley Transportation Authority, a Joint Powers Agency.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the City Council of the City of St. Helena at a regular meeting of the Council held 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

Attachment B

JOINT POWERS AGREEMENT
FOR THE NAPA VALLEY TRANSPORTATION AUTHORITY

(ALSO KNOWN AS NAPA COUNTY AGREEMENT NO. ; CITY OF NAPA AGREEMENT NO. ; CITY OF AMERICAN CANYON RESOLUTION NO. /AGREEMENT NO. ; TOWN OF YOUNTVILLE RESOLUTION. NO. ; CITY OF ST. HELENA RESOLUTION NO. ; CITY OF CALISTOGA RESOLUTION NO.)

THIS JOINT POWERS AGREEMENT OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (the "Agreement") is entered into as of the effective date determined under (4), below, by and between the COUNTY OF NAPA, CITY OF AMERICAN CANYON, CITY OF NAPA, TOWN OF YOUNTVILLE, CITY OF ST. HELENA, and CITY OF CALISTOGA ("Member Jurisdictions");

RECITALS

WHEREAS, the Napa County Transportation and Planning Agency (the "NCTPA") was a joint powers agency created by the Member Jurisdictions to provide coordinated transportation planning and transportation services, among other duties, within the County of Napa; and

WHEREAS, the Napa Valley Transportation Authority ("NVTA") was established pursuant to Division 19 of the California Public Utilities Code on November 15, 2015 for the purpose of administering revenues from a sales tax measure; and

WHEREAS, the two agencies are staffed by the same staff and governed by the same member jurisdiction Board of Directors members; and

WHEREAS, the Member Jurisdictions desire to combine the two agencies to take advantage of efficiencies and avoid confusion for the public; and

WHEREAS, the Member Jurisdictions agree that dissolving NCTPA and transferring its assets, liabilities, obligations, and duties to NVTA is the most efficient course of action.

TERMS

NOW, THEREFORE, THE MEMBER JURISDICTIONS agree as follows:

1. The foregoing Recitals are true and correct.

2. The terms of the Agreement are as set forth in Attachment "A", attached hereto and incorporated by reference herein.

3. By approving this Agreement and authorizing execution thereof, each Member Jurisdiction hereby reconfirms its prior election to exempt Napa County from the congestion management requirements of Chapter 2.6 of Division 1 of Title 7 of the California Government Code as permitted by Government Code section 65088.3.

4. The attached provisions of Attachment "A" shall become effective on the date the documents have been ratified by all of the Member Jurisdictions. The Agreement may be signed in counterparts by the parties hereto and shall be valid and binding as if fully executed all on one copy.

IN WITNESS WHEREOF, this Joint Powers Agreement creating the Napa Valley Transportation Authority was executed by the Member Jurisdictions through their duly-authorized representatives as noted below:

COUNTY OF NAPA

By: ______________________
ALFREDO PEDROZA, Chair
Napa County Board of Supervisors

Date: ______________________

ATTEST: GLADYS I. COIL,
Clerk of the Board of Supervisors

By: ______________________

APPROVED AS TO FORM:
MINH TRAN
Napa County Counsel

By: ______________________

CITY OF AMERICAN CANYON

By: ______________________
LEON GARCIA, Mayor

Date: ______________________

ATTEST: DANA SHIGLEY ,
American Canyon City Clerk

By: ______________________

APPROVED AS TO FORM:
WILLIAM ROSS
American Canyon City Attorney

By: ______________________

Attachment B

CITY OF NAPA

By: ______________________
JILL TECHEL, Mayor

Date: ______________________

ATTEST: DOROTHY ROBERTS,
Napa City Clerk

By: ______________________

APPROVED AS TO FORM:
MICHAEL BARRETT
Napa City Attorney

By: ______________________

TOWN OF YOUNTVILLE

By: ______________________
JOHN F. DUNBAR, Mayor

Date: ______________________

ATTEST: MICHELLE DAHME,
Town Administrator/Town Clerk

By: ______________________

APPROVED AS TO FORM:
ARNOLD M. ALVAREZ-GLASMAN,
Yountville Town Attorney

By: ______________________

CITY OF ST. HELENA

By: ______________________
ALAN GALBRAITH, Mayor

Date: February 9, 2016

ATTEST: CINDY BLACK,
St. Helena City Clerk

By: ______________________

APPROVED AS TO FORM:
Thomas B. Brown,
St. Helena City Attorney

By: ______________________

Attachment B

CITY OF CALISTOGA

By: ____________________________
CHRIS CANNING, Mayor

Date: ____________________________

ATTEST: KATHY FLAMSON,
Calistoga City Clerk

By: ____________________________

APPROVED AS TO FORM:
MICHELE KENYON,
Calistoga City Attorney

By: ____________________________

Attachment B

ATTACHMENT "A"

NAPA VALLEY TRANSPORTATION AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

TABLE OF CONTENTS

Attachment B

NAPA VALLEY TRANSPORTATION AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

SECTION 1. FORMATION

1.1 **Creation and Name.** The County of Napa, the Cities of Napa, St. Helena, Calistoga, American Canyon, and the Town of Yountville (hereinafter referred to as "Member Jurisdictions"), pursuant to Article 2 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code, do hereby form, establish and create a joint powers agency to be known as "Napa Valley Transportation Authority" hereinafter referred to as "NVTA", which shall constitute a public entity separate and distinct from the Member Jurisdictions and shall supersede and replace the Napa County Transportation and Planning Agency ("NCTPA").

SECTION 2. PURPOSE

2.1 **General.** NVTA is formed to serve as the countywide transportation planning body for the incorporated and unincorporated areas within Napa County, and as an advisory body for countywide deliberations on land-use, demographics, economic development, community development, and environmental issues, which purposes shall include conducting in a coordinated and more simplified way countywide:

(a) Transportation policy development and planning activities, including those relating to transit on both a short-term and long-term basis and within an intermodal policy framework; improving transit services; providing coordinated and more competitive input to the region's transportation planning and funding programs; and performing such other transportation related duties and responsibilities as the Member Jurisdictions may delegate to NVTA by this Agreement or amendment thereto; and

(b) Advisory deliberations on land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.

2.2 **Chapter 2.6 Compliance Not Included in Purpose.** It is the intention of the Member Jurisdictions in executing the Agreement to exempt Napa County and the Member Jurisdictions from the requirements of Chapter 2.6 of Division 1 of Title 7 (commencing with Government Code section 65088) pertaining to congestion management planning, as permitted by Government Code section 65088.3. For this reason, compliance with Chapter 2.6 shall not be deemed to be a purpose of NVTA.

2.3 **Abandoned Vehicle Abatement Authority.** NVTA shall supersede and replace the CMA/NCTPA as the service authority for the abatement of abandoned vehicles (AVAA) for Napa County and the Member Jurisdictions pursuant to Vehicle Code section 9250 et seq. and 22710 seq. All resolutions, authorizations, funds, imposition of service fees, and responsibilities of the CMA/NCTPA in its capacity as the service authority shall be deemed to be ratified and assumed by and remain thereafter as the resolutions, authorizations, funds, imposition of service fees, and responsibilities of NVTA as AVAA on and after the effective date of this Agreement until such time as modified or terminated by the NVTA Board.

2.4 **Preparation of County Transportation Plan.** The purposes of NVTA shall include delegation by the County of Napa to NVTA of the County's authority under Government Code section 66531 to prepare and submit to the MTC a county transportation plan for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.

2.5 **Exercise of Common and Additional Powers.** The purposes of NVTA shall include establishment of NVTA as an independent joint powers entity to enable the Member Jurisdictions not only to exercise jointly the common powers of the Member Jurisdictions set forth in Section 2.1 but also to exercise such additional powers as are conferred by Section 5 of this Agreement or by the Government Code upon all joint powers agencies.

2.6 **Administration of Measure T Sales Tax.** NVTA shall continue to administer the Measure T Sales Tax pursuant to NVTA Ordinance No. 1.

SECTION 3. ASSUMPTION OF CONTRACTS, RESOLUTIONS, ORDINANCES

3.1 **Assumption of CMA AND NCTPA Contracts.** All contracts between NCTPA and any person or entity, public or private, which are in effect as of the effective date of this Agreement shall be assigned to and assumed by NVTA on and after that date and all references therein to "CMA", "Congestion Management Agency", "Napa County Congestion Management Agency", Napa County Transportation and Planning Agency", or "NCTPA" shall thereafter refer to NVTA.

3.2 **Delegation of Contract Responsibilities of CMA Manager or NCTPA Executive Director.** All references in any CMA contracts assumed by NCTPA delegating contract responsibilities to the CMA Manager, and all references in any NCTPA contracts referring to the NCTPA Executive Director shall refer, on and after the effective date of this Agreement, to the Executive Director of NVTA.

3.3 **Assumption of NCTPA Resolutions and Ordinances.** All resolutions and ordinances adopted by the NCTPA Board shall be assigned to and assumed by NVTA as if originally adopted by NVTA.

SECTION 4. ORGANIZATION

4.1 **Composition.** NVTA shall be composed of the Member Jurisdictions, to-wit: he County of Napa, the Cities of American Canyon, Napa, St. Helena, and Calistoga, and the Town of Yountville.

4.2 **Principal Office.** The principal office of NVTA shall be established by resolution of the NVTA Board.

4.3 **Governing Board.** The powers of NVTA shall be vested in its governing board (hereinafter referred to as "NVTA Board" or "Board").

4.3.1 Appointment, Replacement and Voting Power of NVTA Board Members ("Members").

(a) **Voting Members.** Each voting Member of the NVTA Board shall be an elected official of the governing board of the appointing Member Jurisdiction. One voting Member from each appointing Member Jurisdiction which is a city or town shall be that Member Jurisdiction's mayor. Any elected official serving as the Napa County representative to the Metropolitan Transportation Commission shall be one of the voting Member's appointed by that Member Jurisdiction. Members shall continue to serve as such until they cease to hold their elected positions, are removed in the sole discretion of their respective Member Jurisdiction, resign or are otherwise removed from or disqualified from holding their elected positions as a matter of law or by judgment of a court of competent jurisdiction.

(b) **Non-Voting Member Representing the PCC.** The non-voting Member appointed by NVTA Board upon nomination by the Paratransit Coordinating Council (PCC) shall also be a member or alternate member of the PCC, selected by and serving at the pleasure of the PCC.

(c) **Vacancies.** Except for a vacancy in the non-voting position appointed by the NVTA Board under subsection (c), vacancies on the NVTA Board shall be filled, to the extent practicable, by the respective Member Jurisdictions within sixty (60) days of the occurrence thereof. NVTA and the NVTA Board shall be entitled to rely upon written notice from the clerk of the governing board of the Member Jurisdiction as conclusive evidence of the appointment and removal of all Members and their alternates.

(d) **Composition of Members.** The composition of the Members of the NVTA Board shall be as follows:

Appointing Entity	Number of Members
City of American Canyon	2
City of Calistoga	2
City of Napa	2
City of St. Helena	2
Town of Yountville	2
County of Napa	2
NVTA Board (nominated by Paratransit Coordinating Council)	1

(e) **Voting Power of Members.** The voting power of the Members of the NVTA Board shall be as follows:

(1) On all matters concerning powers under Section 5.2 subsections (a) through (q), inclusive:

Appointing Entity	Voting Power
City of American Canyon	4 (each Member has two votes)
City of Calistoga	2 (each Member has one vote)
City of Napa	10 (each Member has five votes)
City of St. Helena	2 (each Member has one vote)
Town of Yountville	2 (each Member has one vote)
County of Napa	4 (each Member has 2 votes)
NVTA Board (nominated by Paratransit Coordinating Council)	0 (non-voting)

(2) On all matters concerning powers under Section 5.2 subsections (r) and (s), each voting Member shall have one vote.

(f) Alternate Members. Each Member Jurisdiction may, in its discretion, appoint alternate(s) for its Members of the NVTA Board. An alternate shall be an elected official of the governing board of the appointing Member Jurisdiction. Any appointed alternate Members may attend in place of that jurisdiction's Member and participate in discussions of the NVTA Board in the same manner as the Members, but an alternate of a voting Member shall vote only when the Member for whom he or she is an alternate is physically absent or cannot vote due to a conflict of interest.

4.3.2 Compensation. No compensation shall be received by any Member of the NVTA Board unless expressly authorized by unanimous resolution of all of the voting Members of the NVTA Board.

4.4 Advisory Committees.

4.4.1 Technical Advisory Committee (TAC). A single Technical Advisory Committee (TAC) shall be appointed by the NVTA Board to advise the NVTA Board regarding transit and roadway issues, including planning, project, and policy aspects. The TAC members shall include the Executive Director of NVTA, serving ex-officio; a member nominated by the PCC and appointed by the NVTA Board; and two members and two alternate members from the technical staffs of each of the Member Jurisdictions, serving ex officio as designated by the chief administrative officers of the respective Member Jurisdictions.

4.4.2 Active Transportation Advisory Committee. The Active Transportation Advisory Committee (ATAC) shall be appointed by and serve in an advisory capacity to the NVTA Board on matters of bicycling and pedestrian issues. By-laws and amendments thereto for the BAC shall be approved by the NVTA Board.

4.4.3 Paratransit Coordinating Council (PCC). The Paratransit Coordinating Council (PCC) shall be advisory to the NVTA Board and serve as the social services transportation advisory council for Napa County provided for under Public Utilities Code section 99238... The PCC shall serve as the primary means of advice to the NVTA Board regarding, and representation of, the special transportation interests of the disabled and elderly, in order to carry out the intent of the Legislature expressed in Public Utilities Code section 99238(d) to avoid duplicative transit advisory councils whenever possible. By-laws and amendments thereto for the PCC shall be approved by the NVTA Board.

4.4.4 **<u>Other Advisory Committees.</u>** The NVTA Board may create such other advisory committees, both ad hoc and standing, as it sees fit from time to time.

4.4.5 **<u>Compliance with Maddy Act.</u>** When appointing members to the committees, the NVTA Board shall comply with the provisions of the Maddy Local Appointive List Act of 1975, Government Code section 54970 et seq., as such has been and may be amended from time to time.

4.4.6 **<u>Compliance with Brown Act.</u>** Except for ad hoc committees, all advisory committees created pursuant to this Section 4.4 shall be subject to the requirements of the Ralph M. Brown Act, Government Code section 54950 et seq.

SECTION 5. POWERS

5.1 **<u>General.</u>** NVTA shall have all powers necessary to carry out the purpose of this Agreement. Such powers shall be subject only to the limitations set forth in this Agreement, applicable laws and regulations, and such restrictions upon the manner of exercising such powers as are imposed by law upon the County of Napa in the exercise of similar powers except where specifically authorized otherwise by the Joint Exercise of Powers Act, Government Code section 6500 et seq.

5.2 **<u>Approved Powers.</u>** The powers of NVTA specifically include but are not limited to the following:

(a) To sue and be sued in its own name;

(b) To incur debts, liabilities and obligations;

(c) To employ agents, employees and to contract with third parties for goods and services, including but not limited to the services of engineers, planners, attorneys, accountants, fiscal agents (including auditors, controllers, and treasurers), and providers of transit services;

(d) To acquire, improve, hold, lease and dispose of real and personal property of all types;

(e) To undertake the acquisition of real property through the exercise of eminent domain in furtherance of transportation and transit related projects in accordance with State and Federal laws;

(f) To enact an ordinance for the purpose of adopting the California Uniform Construction Cost Accounting Act procedures and establishing an alternative method of procuring small construction contracts pursuant to

California Public Contracts Code sections 22000, *et seq*, as amended from time to time.

(g) To make and enter into any contracts with any of the Member Jurisdictions for goods, services, equipment, or real property;

(h) To assume contracts made by any Member Jurisdiction or made pursuant to joint powers agreement between any of the Member Jurisdictions;

(i) To apply for and accept grants, advances and contributions;

(j) To make plans and conduct studies;

(k) To coordinate efforts with local, regional, state and federal agencies having jurisdiction over matters pertaining to transportation (including roads) and transit;

(l) To engage in all activities necessary for NVTA to act as the Abandoned Vehicle Abatement Authority for Napa County;

(m) To operate, directly or by contract with any person or entity including any Member Jurisdiction, any transit and paratransit services within Napa County in whole or in part and, if so, to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time;

(n) To act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.);

(o) To act as, exercise the powers conferred upon, and fulfill the responsibilities of the Consolidated Transportation Service Agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5 as amended from time to time, if and when appointed as CTSA by the MTC, such appointment being deemed to supersede the appointment of the County of Napa as CTSA;

(p) To invest any funds in the treasury of NVTA that are not required for the immediate necessities of NVTA in such manner as the NVTA Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601, except where otherwise restricted for particular funds by conditions imposed by the person or agency which is the source of those funds;

(q) To apply for, expend and allocate all funds related to Transportation Development Act Article Three purposes, as set forth in Public Utilities Code section 99234, *et seq.*, as amended from time to time.

(r) To act as a countywide advisory deliberative body on issues of land-use, demographics, economic development, community development, and environmental issues. Any such deliberations may result in advisory recommendations only, and such recommendations shall not be binding on any Member Jurisdiction.

(s) To do all acts and take all steps to administer the Measure T sales tax imposed pursuant to Public Utilities Code Section 180000 *et seq.*, also known as the "Local Transportation Authority and Improvement Act."

SECTION 6. PERSONNEL AND ADMINISTRATION

6.1 **Employees.** NVTA may appoint, retain and compensate as a charge against the funds of NVTA, employees, whether temporary, probationary, limited term, or permanent and/or may contract with any person or entity, including a Member Jurisdiction, for the furnishing of any services, including but not limited to legal, financial, accounting, data processing, secretarial, purchasing, and personnel services, which are necessary to fulfill the powers, duties and responsibilities of NVTA under this Agreement or as necessary to comply with the laws applicable to joint powers agencies within the State of California, including but not limited to the services described in Sections 6.2 through 6.4, below. Where such services are provided by employees of a Member Jurisdiction by contract between such Member Jurisdiction and NVTA or pursuant to Section 6.3 or 6.4 of this Agreement, NVTA and the employing Member Jurisdiction hereby expressly waive any conflict of interest or incompatibility of employment created thereby.

6.2 **Executive Director.**

6.2.1 **General.** NVTA shall hire or contract for the provision of the services of an Executive Director to serve as the chief administrative officer of NVTA, performing management and other duties which shall be described in a job description/scope of services approved by resolution of the NVTA Board.

6.2.2 **Filings with Secretary of State.** In addition to any other duties assigned to the Executive Director or otherwise required by law, the Executive Director is hereby authorized to and shall be responsible for filing on behalf of NVTA and the NVTA Board all notices required by Government Code sections 6503.5 and 53051.

6.3 Treasurer.

6.3.1 **General.** The Napa County Treasurer-Tax Collector shall serve as the NVTA Treasurer and in that capacity shall be the depository and have custody of all of the funds of NVTA, from whatever source, and shall perform the functions described in Government Code section 6505.5 (a) through (e). Notwithstanding the foregoing, the NVTA Board may retain a certified public accountant to serve as NVTA Treasurer in lieu of the Napa County Treasurer-Tax Collector.

6.3.2 **Bond.** The NVTA Treasurer shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond shall be a charge against NVTA funds, except that if the NVTA Treasurer is the Napa County Treasurer-Tax Collector, the cost of the bond to be borne by NVTA shall be that amount which is in excess of the cost of the official bond posted by the Napa County Treasurer-Tax Collector for functions unrelated to NVTA.

6.3.3 **Compensation.** Pursuant to Section Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against NVTA for the services performed by the Napa County Treasurer-Tax Collector for NVTA which shall be a charge against NVTA funds. If the NVTA Board retains a certified public accountant to be NVTA Treasurer, the compensation of the NVTA Treasurer shall be determined by the NVTA Board and shall be a charge against NVTA funds.

6.4 Auditor-Controller.

6.4.1 **General.** The Napa County Auditor-Controller shall serve as the auditor-controller of NVTA and shall be responsible for drawing warrants to pay demands against NVTA when the demands have been approved by the NVTA Board or, upon delegation by the NVTA Board, by the Executive Director, or the Deputy Executive Director when acting as purchasing agent for NVTA.

6.4.2 **Custodian of Property; Bond.** With the exception of NVTA funds which shall be in the custody of the NVTA Treasurer, the Napa County Auditor-Controller shall, acting as NVTA Auditor-Controller, be the public officer designated pursuant to Government Code section 6505.1 to have charge of, handle, have access to, and maintain inventory any property of NVTA and shall post an official bond in an amount to be fixed by the NVTA Board. The cost of such bond, to the extent in excess of the cost of the official bond posted by the Napa County Auditor-Controller in connection with functions unrelated to NVTA, shall be a charge against NVTA funds.

6.4.3 Compensation. Pursuant to Government Code section 6505.5, the Napa County Board of Supervisors shall determine the charges to be made against the NVTA for the services performed by the Napa County Auditor-Controller for NVTA, which shall constitute a charge against the funds of NVTA.

SECTION 7. DUTIES AND RESPONSIBILITIES

7.1 **Limitations.** The authority of NVTA shall be limited to those powers enumerated in Section 5 or as otherwise provided for herein.

7.2 **Coordination of Transportation Systems.** NVTA shall facilitate the coordination of transportation systems operated by or on behalf of the Member Jurisdictions with Napa County and adjacent counties.

7.3 **Coordination of Transportation and Land Use Management.** NVTA shall develop and implement programs and policies for the coordination of transportation and related land use management by the Member Jurisdictions. Such programs may include, but shall not be limited to, providing analysis of the impacts of land use decisions by the Member Jurisdictions on regional transportation systems and the costs associated with mitigating those impacts. In carrying out this responsibility, NVTA shall review and comment on all discretionary projects related to transportation under consideration by any of the Member Jurisdictions and may review and comment on such discretionary projects under consideration by any other public entity which are submitted to NVTA for review and comment.

7.4 **Countywide Transportation Plans.** NVTA shall develop, adopt, implement, update as necessary, and submit to MTC a county transportation plan under Government Code section 66531 for the incorporated and unincorporated territory of Napa County which shall include consideration of the planning factors included in Section 134 of the federal Intermodal Surface Transportation Efficiency Act of 1991, as such may be amended from time to time.

7.5 **Submission of Funding Applications and Claims.** NVTA may submit applications and funding claims for transportation related purposes to local government, MTC, the State of California, the Federal Government and other entities supporting transportation.

7.6 **Intermodal Policies and Programs.** NVTA may consider and adopt policies and programs for all modes of transportation including but not limited to, transit, paratransit, streets and roads, bicycle and pedestrian facilities, airports, marinas, harbors, and railroads.

7.7 Transportation Development Act (TDA) Claims for Transit and Paratransit Services. If NVTA operates directly or by contract with any person or entity including any Member Jurisdiction the operation of any transit and paratransit services within Napa County in whole or in part, NVTA shall be deemed authorized by this Agreement to submit any corresponding claims for funds or reimbursement under the Transportation Development Act (TDA), Section 29530 et seq. of the Government Code, as such may be amended from time to time.

7.8 Consolidated Transit Services Agency. If, in the future and with the consent of all of the Member Jurisdictions and MTC, NVTA is appointed in place of the Napa County Board of Supervisors as the consolidated transportation service agency (CTSA) for Napa County as that term is defined in Public Utilities Code section 99204.5, as such may be amended from time to time, then and only then may NVTA make claims pursuant to the procedure set forth in Article 7 of Chapter 3 of Title 21 of the California Code of Regulations, commencing with 6680.

7.9 Overall Program Manager (AB 434). NVTA shall act as the overall program manager within Napa County for the purpose of receiving and reallocating the county's proportionate share of vehicle registration fees collected by the Bay Area Air Quality Management District (BAAQMD) under AB 434 (Chapter 807, Statutes of 1991, set forth in Health and Safety Code section 44241 et seq.).

7.10 Deliberative Body. NVTA shall act as the countywide deliberative body for discussions of interjurisdictional issues relating to land use, infrastructure, the economy and economic development, community development, and environmental issues. No subject may be deliberated unless a majority of votes, as determined by Section 4.3.1 (f) (2) of this Agreement, of the Board has approved such deliberations. The NVTA may adopt decisions on such matters, but its decisions shall constitute recommendations to the Member Jurisdictions only, and shall have no binding effect. Final decision making on all matters affecting Member Jurisdictions shall remain with the governing body of each Member, except as provided by Sections 5.2 (a) through (q) inclusive, of this Joint Powers Agreement, state or federal law, and applicable regulations.

7.11 Other Duties and Responsibilities. NVTA shall carry out such other duties and responsibilities as the Member Jurisdictions, by unanimous approval expressed through amendment of this Agreement or resolutions of their respective governing boards, may delegate to NVTA.

SECTION 8. FINANCE

8.1 Fiscal Year. The fiscal year for NVTA shall begin on July 1 and end on June 30.

8.2 Budget. A budget for NVTA shall be adopted by the NVTA Board for each fiscal year prior to June 30 of the preceding fiscal year. The budget shall include sufficient detail to constitute an operating guideline. It shall also include the anticipated sources of funds and the anticipated expenditures to be made for the operations of NVTA. Approval of the budget by the NVTA Board shall constitute authority for the Executive Director to expend funds for the purposes outlined in the approved budget, subject to the availability of funds on hand as determined by the NVTA Auditor-Controller and subject to the constraints imposed upon general law counties pertaining to execution of contracts by purchasing agents. Nothing in this Section 8.2 shall be construed to limit the power of the NVTA Board to modify the budget in whatever manner it deems appropriate and to instruct the Executive Director accordingly.

8.3 Revenues.

8.3.1 General. Unless otherwise agreed by the Member Jurisdictions by amendment of this Agreement, the total expenditures in the annual planning budget shall be paid for with revenues derived from funds paid directly to NVTA by persons or entities, public or private, other than the Member Jurisdictions and from contributions from the Member Jurisdictions (in money or, upon approval by the NVTA Board, in kind) based on the relative populations of the Member Jurisdictions. In determining said population ratios the latest population statistics by the State Department of Finance shall be used.

8.3.2 Approval Required for Member Jurisdiction Contributions. Notwithstanding the foregoing, no Member Jurisdiction shall be required to expend any of its general fund monies to support the operations of NVTA in any fiscal year unless such expenditure has been first approved by the legislative body of the Member Jurisdiction.

8.3.3 Transportation Funds. In order to carry out the transportation duties and responsibilities of this Agreement, NVTA shall be empowered to claim all TDA funds under Articles 4, 4.5 and/or 8 of Chapter 4 of the Public Utilities Code apportioned within Napa County by the Metropolitan Transportation Commission (MTC). All TDA funds will be used for purposes allowed under TDA regulations with the exception of those funds for streets and roads, Section 99400(a) of the Public Utilities Code. All TDA funds claimed by NVTA shall be used at the sole discretion of the NVTA Board of Directors only for transit and paratransit services and capital improvements. TDA funds apportioned or allocated under Section 99233.3 are not subject to this agreement. Member Jurisdictions endorse a single apportionment by MTC under Sections 99233.8 and 99233.9 of the Public Utilities Code to the NVTA on behalf of the jurisdictions of Napa County. If apportionment under Sections 99233.8 and 99233.9 of the Public Utilities Code are made to any Member Jurisdiction, NVTA is authorized to claim all such apportionments for transit purposes without further action by the Member

Jurisdiction. Funds available pursuant to Section 99313.6, excluding funds apportioned or allocated under Section 99314.3, shall be claimed solely by the NVTA for transit purposes. No Member Jurisdiction shall claim funds apportioned or allocated under Section 99313.6, excluding funds apportioned or allocated under Section 99314.3.

8.3.4 **Standards For Use of TDA Funds.** Every two years, the NVTA will prepare and adopt a Short Range Transit Plan ("Plan"). As warranted, at the discretion of the NVTA Board, the Plan may be updated annually. The NVTA Board will adopt the Plan and any updated Plan. The Plan shall provide the basis for evaluating what services are necessary and where services will be provided.

8.4 **Accountability.**

8.4.1 **Accountable to Member Jurisdictions.** NVTA shall be strictly accountable to the Member Jurisdictions for all receipts and disbursements of NVTA.

8.4.2 **Limitation on Expenditures.** NVTA may not obligate itself beyond the monies due to NVTA under this Agreement plus any monies on hand or irrevocably pledged to its support from other sources.

8.4.3 **Annual Audit.** The NVTA Board shall cause an annual audit to be prepared and filed to the extent required by Government Code section 6505.

8.5 **Debts, Liabilities and Obligations.**

8.5.1 **General.** Except as provided in Section 8.4.2, the debts, liabilities, and obligations of NVTA shall be solely the obligation of NVTA and not the debts, liabilities, and obligations of the Member Jurisdictions or their respective officers or employees. However, nothing in this Agreement shall prevent any Member Jurisdiction from separately contracting for, or assuming responsibility for, specific debts, liabilities, or obligations of NVTA, provided that both the NVTA Board and that Member Jurisdiction give prior approval of such contract or assumption.

8.5.2 **Liability.**

(a) **Primary Liability.** If liability is imposed upon NVTA by a court of competent jurisdiction by reason of negligent or willful acts or omissions of NVTA or any of its officers, employees, agents, volunteers, or contractors, any resulting monetary judgment against NVTA shall be paid first from the discretionary funds of NVTA or, if the liability arose from the actions of a contractor, contribution shall be sought from the contractor.

(b) Insurance. To comply with subsection (a), above, NVTA shall obtain and maintain in force during the life of this Agreement insurance for errors and omissions, general liability, and vehicle liability in amounts deemed by the NVTA Board to be sufficient to fully cover NVTA, its officers, employees, board members, and agents, and the Member Jurisdictions for any reasonably foreseeable losses. Where services are provided by contract to NVTA, the contract shall require the contractor to obtain insurance sufficient to hold NVTA and the Member Jurisdictions harmless and indemnify them against any claims for liability arising from the provision of the services. The cost of such coverage, whether obtained directly by NVTA or as any increased in the contract price for services obtained under contract, shall be a charge against NVTA funds.

(c) Contribution by Member Jurisdictions. If NVTA funds or insurance coverage are insufficient, or if any Member Jurisdiction is sued and found liable for a negligent or willful act or omission of NVTA or any of its officers, employees, agents, volunteers, or contractors and NVTA funds or contractor contribution are insufficient to pay the judgment or to reimburse the sued Member Jurisdiction for paying the judgment, the Member Jurisdictions shall be responsible for the liability for purposes of contribution under Government Code section 895.4 in proportion to the voting power of each Member Jurisdiction on the NVTA Board.

SECTION 9. RULES OF CONDUCT

9.1 Bylaws. The NVTA Board may from time to time adopt bylaws for the conduct of the affairs of NVTA and the NVTA Board, provided such Rules of Conduct are not inconsistent with this Agreement.

9.2 Quorum. A majority of the voting power and seven of the twelve voting members (or their alternates) of the NVTA Board shall constitute a quorum for the transaction of business at any meeting of the NVTA Board. Notwithstanding the foregoing, if a quorum is present at the commencement of the meeting, the affirmative vote of a majority of the voting power of the NVTA Board shall constitute the act of the NVTA Board even if, at the time of such vote, less than seven voting members (or their alternates) are present.

9.3 Adjournment of Meetings. Any meeting of the NVTA Board, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the voting members (or their alternates) present or, if no voting members or their alternates are present, may be adjourned by the person appointed to serve as Clerk or Secretary of the NVTA Board.

9.4 **Brown Act.** All meetings of the NVTA Board shall comply with the requirements of the Ralph M. Brown Act (Government Code section 54950 et seq.).

SECTION 10. NOTICES

10.1 **Method.** All notices which any Member Jurisdiction or NVTA may wish to give in connection with this Agreement shall be in writing and served by personal delivery during business hours at the principal office of the Member Jurisdiction or NVTA to an officer or person apparently in charge of that office, or by deposit in the United States mail, postage prepaid, and addressed to the Member Jurisdiction or NVTA at its principal office or to such other address as the Member Jurisdiction or NVTA may designate from time to time by written notice to NVTA and each of the parties. Service of notice shall be deemed complete on the day of personal delivery (or 24 hours after such delivery for notice of special meetings) or three (3) days after mailing if deposited in the United States mail.

10.2 **Addresses for Notice.** Until changed by written notice to NVTA and the Member Jurisdictions, notices under this Agreement shall be delivered to the following addresses:

NVTA:	Executive Director Napa Valley Transportation Authority 625 Burnell Street Napa, California 94559
COUNTY OF NAPA:	Clerk of the Board of Supervisors Room 310, County Administration Building 1195 Third Street Napa, California 94559
CITY OF AMERICAN CANYON:	American Canyon City Clerk 4381 Broadway Street, Suite 201 American Canyon, California 94503
CITY OF NAPA:	Napa City Clerk 955 School Street Napa, California 94559
TOWN OF YOUNTVILLE:	Yountville Town Clerk 6550 Yount Street

Yountville, California 94599

CITY OF ST. HELENA: St. Helena City Clerk
1480 Main Street
St. Helena, California 94574

CITY OF CALISTOGA: Calistoga City Clerk
1232 Washington Street
Calistoga, California 94515

SECTION 11. ASSIGNMENT, WITHDRAWAL AND TERMINATION

11.1 **Assignment.** This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Member Jurisdictions, except that no Member Jurisdiction shall assign any of its rights under this Agreement except to a duly-formed public entity organized and existing under the laws of the State of California and then only when approved by amendment of this Agreement.

11.2 **Withdrawal.** A Member Jurisdiction may withdraw from NVTA without the consent of the other Member Jurisdictions by giving no less than ninety (90) days prior written notice to the NVTA Board. A Member Jurisdiction may withdraw from NVTA at any time with the written consent of all of the other Member Jurisdictions contained in an amendment of this Agreement. A Member Jurisdiction electing to withdraw prior to termination of the Agreement pursuant to Section 11.3 shall not be entitled to share in the distribution of assets provided for in Section 11.3.

11.3 **Termination.** The Agreement shall continue in effect until terminated. The Agreement may be terminated at any time and NVTA dissolved with the written consent of the majority of the then-existing Member Jurisdictions representing a majority of the votes on the NVTA Board. Such consent shall be expressed in duly-authorized resolutions of the Member Jurisdictions.

11.4 **Disposition of Assets.** In the event of termination of the Agreement and dissolution of NVTA, any remaining assets of NVTA shall be sold or, if sale is prohibited under the terms of original acquisition, returned to or otherwise disposed of at the direction of the party or persons from whom they were obtained. After all liabilities, encumbrances and liens have been paid, the proceeds of such sales shall be allocated proportionately to the Member Jurisdictions based upon their respective populations as determined by the latest California State Department of Finance population figures. Notwithstanding the foregoing, in accordance with Government Code section 6512, any funds remaining at the time of termination which were contributed by the Member Jurisdictions shall be returned to the Member Jurisdictions in proportion to the contributions made.

SECTION 12. AMENDMENTS

12.1 **<u>Method of Amendment.</u>** Amendments to this Agreement shall be made only with the written consent of all then-existing Member Jurisdictions without regard to voting power on the NVTA Board.

SECTION 13. WAIVER

13.1 **<u>Limitation.</u>** Waiver by any Member Jurisdiction of breach of any provision of this Agreement shall not constitute a waiver of any other breach of such provision or of any other provision of this Agreement, nor shall failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

SECTION 14. SEVERABILITY

14.1 **<u>General.</u>** Should any part, term or provision of this Agreement be decided by a final judgment of a court of competent jurisdiction to be illegal or in conflict with any State or federal law or regulation or any applicable local ordinance or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms and provisions shall not be affected.

SECTION 15. SECTION HEADINGS

15.1 **<u>Effect.</u>** All section numbers and headings contained in this Agreement are for convenience and reference only and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 16. APPLICABLE LAW AND VENUE

16.1 **<u>Applicable Law.</u>** The rights, obligations, duties and liabilities of NVTA and of the Member Jurisdictions under this Agreement shall be interpreted in accordance with and governed by the law of the State of California.

16.2 **<u>Venue for Disputes.</u>** Venue for any action filed by any Member Jurisdiction under state law to enforce this Agreement or any provision thereof shall be in the courts of Napa County. Venue for any action filed by any Member Jurisdiction under federal law or as a federal action shall be in the federal courts for the Northern District of California.

SECTION 17. NO RIGHTS CREATED IN THIRD PARTIES

17.1 **<u>No Rights for Third Parties.</u>** The parties to this Agreement hereby expressly agree that it is not the intent of the parties to create, and this Agreement shall not be deemed or construed to create any third party beneficiaries or otherwise inure to the benefit of any third parties.

SECTION 18. ENTIRE AGREEMENT

18.1 **Integrated Agreement.** The terms and provisions of this Agreement constitute the full and entire agreement between the Member Jurisdictions with respect to the matters covered herein. This Agreement supersedes any and all other communications, representations, proposals, understandings or agreements, either written or oral, between the Member Jurisdictions with respect to such subject matter, including any prior agreement or amendment thereto relating to the CMA.

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Item No: 7

Report to the City Council
Meeting of February 9, 2016

Agenda Section: **Consent Calendar**

Subject: Consideration and proposed approval of a resolution Authorizing the St. Helena Chamber of Commerce to display flags on the historic electroliers on Main Street for three events in 2016 including: Premiere Napa Valley, Auction Napa Valley, and Flavor! Napa Valley.

CEQA Status **Categorically Exempt, Section 15301, Existing Facilities**

Prepared By: **Jennifer Tuell, Water Conservation**
Steven Palmer, PE, Director of Public Works/City Engineer

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

BACKGROUND

The St. Helena Chamber of Commerce promotes numerous events throughout the year. The Chamber has requested permission to display flags for three separate events on St. Helena's historic electroliers during 2016.

DISCUSSION

Each of the three events promote St. Helena and bring a variety of people to the area. The Chamber would be responsible for the installation and removal of the flags for each event. It is anticipated that a volunteer group will be used to hang and remove the flags. Flags will be installed no more than three days before the events and removed three days after the event.

The three events are as follows:

1. **Premiere Napa Valley-** (February 19-20, 2016) Premiere Napa Valley is an annual grand tasting and futures auction held at The Culinary Institute of America, Greystone (CIA). At this event wine sellers purchase one-of-a-kind wines to offer in their shops. This is a professional peer-to-peer networking and relationship-building event with more than 225 of Napa Valley's vintners.

2. **Napa Valley Vintners' 35th Annual Auction -** (June 2-5, 2016) In 2015, this annual auction donated over $15 million to community health and youth education nonprofits in Napa County. The organization's charitable giving has

totaled over $100 million to Napa County nonprofits. This year the live auction will be held just outside the City at Meadowood Napa Valley Resort.

3. **Flavor! Napa Valley Wine and Food Festival** – (March 16-20, 2016) This event will be hosted at CIA and is expected to attract approximately 5,000 people. The event features renowned chefs from top restaurants in Napa Valley, CIA graduates, and industry-leading Napa Valley vintners.

Encroachment permits are required when an outside group or agency is installing or removal flags on City property. The cost of an encroachment permit would be $200 per event, and the Chamber is requesting council waive the permit fees. Additionally, the Chamber will be utilizing a group of volunteers to install and removal the flags and the City is requiring all volunteers installing or removing flags complete and sign a City Volunteer waiver. All other standard permit conditions will be required.

The project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts minor alteration of existing facilities involving negligible or no expansion of use.

FISCAL IMPACT

The Chamber will be responsible for all costs to install and remove the flags. The Chamber has requested that the City waive the encroachment permit fees of $200.00 per event for display of flags for each event.

RECOMMENDED ACTION

Approve Resolution Authorizing the St. Helena Chamber of Commerce to display flags on the historic electroliers on Main Street for three events in 2016 including: Premiere Napa Valley, Auction Napa Valley, and Flavor! Napa Valley.

ATTACHMENTS

1. Sample Flags
2. Resolution

CITY OF ST. HELENA RESOLUTION NO. 2016-

AUTHORIZING THE ST. HELENA CHAMBER OF COMMERCE TO DISPLAY FLAGS ON THE HISTORIC ELECTROLIERS ON MAIN STREET FOR THREE EVENTS IN 2016 INCLUDING: PREMIERE NAPA VALLEY, AUCTION NAPA VALLEY, AND FLAVOR! NAPA VALLEY.

RECITALS

A. The St. Helena Chamber of Commerce has requested permission to display flags on St. Helena's historic electroliers on Main Street to welcome visitors attending three significant events occurring in 2016.

B. The City of St. Helena wishes to support these events.

C. The applicant will submit an encroachment permit application and comply with all conditions to the permit.

D. The events to be promoted with flags are:

- Premiere Napa Valley from February 19-20, 2016;
- Napa Valley Vintners Auction Napa Valley from June 2-5, 2016; and
- Flavor! Napa Valley from March 16-20, 2016.

E. The Chamber is responsible for the installation and removal of the flags for each event. Flags will be installed no more than three days before the events and three days after the event.

F. If volunteers are used to install the flags, the Chamber will obtain volunteer waivers from each individual installing or removing flags.

RESOLUTION

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

1. Premiere Napa Valley flags are authorized to be displayed on February 19-20, 2016;
2. Auction Napa Valley flags are authorized to be displayed on June 2-5, 2016; and
3. FLAVOR! Napa Valley flags are authorized to be displayed on March 16-20, 2016.
4. The encroachment permit fee of $200.00 per event is waived for the display of the flags for each event.

Approved at a Regular Meeting of the St. Helena City Council on February 9, 2016 by the following vote:

Mayor Galbraith: ________

Vice Mayor White: ________

Councilmember Crull: ________

Councilmember Dohring: ________

Councilmember Pitts: ________

APPROVED:

____

Alan Galbraith, Mayor

ATTEST:

____

Cindy Black, City Clerk

Item No: 8

Report to the City Council
Council Meeting of February 9, 2016

Agenda Section: **Regular Business**

Subject: **Ad Hoc Revenue Source Task Force of St. Helena Revenue Source Recommendation Report**

***Note: Task Force Report will be posted by 5:00 PM, Monday, February 8, 2016**

CEQA Status: **Not a Project**

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

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

BACKGROUND

On September 8, 2015, the City Council adopted Resolution 2015-115 authorizing the establishment of an Ad Hoc Revenue Source Task Force. On October 13, and October 27, 2015 the City Council appointed Mayor Alan Galbraith and Vice Mayor Peter White, Planning Commission Chairperson Sarah Parker, St. Helena Community members Donna Hinds, Chuck Vondra, Katie Leonardini, Wayne Armstrong, Jack Stuart and Cameron Crebs.

The general purpose of the Task Force was to study and discuss the City's current financial challenges and based on this information evaluate possible additional revenue sources for the City that can gain general consensus in the community and provide adequate revenue to help to support the City Council's goal of securing the City's financial future. The expectation was for the Task Force to write a final report to the City Council by January 2016, to ensure the recommendations can be discussed at the annual goal setting and any required expenses incorporated into the FY 2016-17 Proposed Budget. This deadline is also be consistent with deadlines for revenue sources that would require a vote at the November 2016 general election. The Task Force is to be dissolved upon submitting its final report to the City Council.

DISCUSSION

The Task Force met eight times between November 4, 2015 and February 5, 2016. All meetings were open to the public and subject to provisions of the Brown Act. Members of the public attended all meetings and were given opportunities to pose questions and offer suggestions. Staff provided the Task Force with background information on the

City's current financial status, revenue sources available to municipalities, and responded to questions during the meetings.

The Task Force report recommends the following actions be considered by City Council in their mission to secure the City's financial Future:

1. Implement the process to increase sales tax by .5%
2. Implement the process to increase real estate transfer tax by 1%
3. Increase Transient Occupancy Tax by the addition of hotel
4. Proceed with the request for proposal process that is being worked on by the City for the sale of the Adams Street and City Hall properties.
5. Proceed toward annexation of surrounding properties as allowed by LAFCO and negotiations with the County of Napa.
6. Creation of an Economic Development Committee that is comprised of residents and businesses and includes City representation as appropriate.

FISCAL IMPACT

None

RECOMMENDED ACTION

Receive and file report

ATTACHMENT

Ad Hoc Resource Source Task Force Report Revenue Source Recommendations Report which will be posted and available by 5:00 PM, Monday, February 8, 2016.

Item No: 9

Report to the City Council
Council Meeting February, 9, 2016

Agenda Section: **New Business**

Subject: **Fiscal Year 2015/16 2nd Quarter Finance Report and Proposed Consideration of Resolution Approving Mid-Year Budget Adjustments for FY 2015/16**

CEQA Status: **Not a CEQA Project**

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

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

BACKGROUND

Municipal Code Title 2, §2.24.030 states the Director of Finance 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. The Q2 Quarterly report is combined with the mid-year budget report/adjustments.

After conducting a review of the status of the City's budget as of December 31, 2015, this report is presented to provide an overview of revenues and expenses at mid-year as they relate to various funds. The City has traditionally amended its budget during the year as new and updated information becomes available, or at various times during the year to appropriate funds for expenses that were not anticipated at the time the budget was adopted.

Staff has prepared the following for Council:

1. Mid-Year Summary of Revenues and Expenses for FY 2015/16
2. Proposed Mid-Year Budget Adjustments
3. FY 2015/16 Q2 List of Checks over $100,000

DISCUSSION / FISCAL IMPACT

The intent of this report is to highlight the conclusions of the mid-year budget analysis, while focusing on the funds over which the City Council has discretion. The report is broken down into four different Fund Types – General Fund, Water Fund, Waste Water Fund, and Other Funds. While most adjustments are minor, there are a few adjustments throughout the funds which staff feels should be highlighted.

- PERS – In calculating the 2015/16 budget, PERS rates for all departments, except Police, were not calculated correctly. Due to this calculation error it is anticipated an additional $105,900 is needed to cover PERS costs through the end of FY 15/16. Costs per department are broken down in the expense sections of this report. Total costs to the individual funds are as follows:
  - General Fund - $64,900
  - Water Fund - $22,600
  - Waste Water Fund - $16,800
  - Garage Fund - $1,600 - The additional amount for the Garage Fund will be allocated by department/fund accordingly.
- Garage Fund – An increase to the Garage Fund of $1,600 is being requested due to a PERS calculation error. In addition to the PERS error, there was a calculation error in the FY 15/16 Budget of $8,371. The error is tied to the amount budgeted by each department to pay for Garage Fund expenses. The $8,371 was accounted for in the Garage Fund Budget (Fund 582); however this amount was not allocated to each department. The additional costs per department are broken down in the expense section of this report and are titled "Garage Fund transfer" and "Garage Fund PERS transfer". Total costs to the individual funds are as follows:
  - General Fund - $6,712
  - Water Fund - $1,994
  - Waste Water Fund - $1,265
- Fire Department – It was recently found that several City vehicles had never been registered with the DMV. When staff went to register the vehicles it was discovered sales taxes were never paid by the City for the purchase of a fire truck purchased in October 2013. Taxes which should have been paid at that time were $51,749; this amount is due prior to staff being able to register the vehicle. The Fire Department Association has offered to pay for half the cost of the taxes. The total cost to the City is $25,775.
- Communications – Most departments are requesting an increase in their communication budgets. There are several reasons for this increase: (1) the mis-coding of communication expenses in the previous year, this resulted in an inaccurate account for department communication costs when the FY 2015/16 Budget was being developed, (2) increased technology needs for directors and mid-managers – costs include cell phones, cell phone plans, and ipads, and (3) monthly costs associated with the recent purchase of satellite phones.

GENERAL FUND

REVENUES

General Fund Revenues – December 31, 2015 Balances and Budget Adjustments

General Fund revenue received from July 1, 2015 through December 31, 2015 for Fiscal Year (FY) 2015/16 is $4,820,942. General Fund revenue is divided into the following categories: (1) Property Tax, (2) Sales Tax, (3) Transient Occupancy Tax (TOT), (4) Other Taxes, (5) Licenses and Permits, (6) Fines and Forfeits, (7) Intergovernmental, (8) Interest and Rents, and (9) Charges for Services and Miscellaneous. The primary contributors to General Fund revenues are Property Tax, Sales Tax, and TOT. Chart 1 is a summary of how much has been collected in FY 2015/16 through December 31, 2015 and Chart 2 is a summary of the General Fund Revenue Adjustments based on collections through December 31, 2015.

Chart 1 – Summary of Revenue Collection through December 31, 2015

Revenue Source	2015/16 Adopted Budget	2015/16 Adjusted Budget	Collected Through 12/31/2015	% of Revenues Collected
Property Tax	$3,724,138	$3,724,138	$2,156,552	58%
Sales Tax	$2,846,578	$2,846,578	$809,493	28%
TOT	$1,863,216	$1,863,216	$949,978	51%
Other Taxes	$282,024	$282,024	$62,838	22%
Licenses & Permits	$529,200	$529,200	$296,853	56%
Fines & Forfeits	$84,650	$84,650	$32,732	39%
Intergovernmental	$38,755	$38,755	$71,296	184%
Interest & Rents	$187,500	$187,500	$87,291	47%
Charges for Services & Misc.	$451,739	$483,295	$353,908	73%
TOTALS	**$10,007,800**	**$10,039,356**	**$4,820,942**	**48%**

During FY 2015/16 Q2 48% of General Fund revenues have been collected. The following is a summary of each revenue source:

1. Property Tax revenue estimates are slightly higher for FY 15/16 Q2. At the same time last year only 55% was received to date compared with 58% of the revenues received to date for FY 15/16 Q2. Although revenue estimates for this category are slightly higher than FY 14/15 Q2, no adjustments are being made to the annual estimates.
2. Sales Tax – FY 15/16 Q2 reported at 28% collected compared to FY 14/15 Q2 reported amount of 41%. The primary contributor to the lower amount is due to collection of Sales Tax in Lieu. FY 14/15 Q2 reported 51% of this category being collected while FY 15/16 Q2 reports only 18% being collected. This is a result of the final year for the triple flip. The triple flip is a temporary redistribution of three revenues by the State of California due to local governments. The State Board of Equalization changed the method of paying out the final triple flip by issuing smaller in-lieu payments and one larger one-time payment. This final payment will be paid in August 2016 and will be recorded in FY 15/16. No adjustments are being made to the Sales Tax revenue projections.
3. TOT revenue estimates are on target for the projected revenues for FY 15/16.
4. Other Taxes revenue estimates are on target for the projected revenues for FY 15/16. Although Chart 1 indicates 22% of Other Taxes being collected, this is on target with amounts collected at FY 14/15 Q2.

5. License and Permit revenues are higher than estimated primarily due to an increase in building activity and better collection systems in place as compared to FY 14/15. Revenue estimates for this category are being increased by $50,000 due to mid-year collection being higher than anticipated.
6. Fines and Forfeits revenue estimates are lower than expected. FY 14/15 Q2 reported amount received to date at 64% compared to FY 15/16 Q2 reported as 39%. The revenue estimates for this category are decreased by $19,000 due to mid-year collection being lower than anticipated for Vehicle Code Fines.
7. Intergovernmental revenue estimates exceed original budget primarily due to reimbursement for fire services for the Rocky Fire. Revenues for this category are increased by $39,994.
8. Interest and Rents revenue estimates are decreased by $5,000 due to lower than anticipated tennis court rentals.
9. Charges for Services & Miscellaneous revenue estimates are higher than anticipated for FY 15/16 Q2. Revenues for this category are increased by $155,775 due to the following circumstances: (1) Legal cost recovery and Civil Penalty fees collected, (2) increase in Police Services, (3) increase in Planning Application & Permit Fees collected, (4) increase in Public Works Application & Permit Fees collected, (5) increase in Other Revenue received, (6) increase in Other Fire Revenues, and (7) increase in Reimbursed State Mandated Costs due to prior year claims being received.

Chart 2 – Summary of General Fund Revenue Adjustments

Revenue Source	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/2015	Projected 6/30/16	Variance
Property Tax	$3,724,138	$3,724,138	$2,156,552	$3,724,138	-
Sales Tax	$2,846,578	$2,846,578	$809,493	$2,846,578	-
TOT	$1,863,216	$1,863,216	$949,978	$1,863,216	-
Other Taxes	$282,024	$282,024	$62,838	$282,024	-
Licenses & Permits	$529,200	$529,200	$296,853	$579,200	$50,000
Fines & Forfeits	$84,650	$84,650	$32,732	$65,650	($19,000)
Intergovernmental	$38,755	$38,755	$71,296	$78,749	$39,994
Interest & Rents	$187,500	$187,500	$87,291	$182,500	($5,000)
Charges for Services & Misc.	$451,739	$483,295	$353,909	$639,070	$155,775
TOTALS	**$10,007,800**	**$10,039,356**	**$4,820,942**	**$10,261,125**	**$221,769**

EXPENSES

General Fund Expenses – December 31, 2015 Balances and Budget Adjustments

- Non-Departmental – A budget increase of $2,268 is being requested for: (1) additional charges connected with increased rental of Vintage Hall ($1,000), (2) professional contracts ($1,000) for Open Gov that was not included in the original budget document, (3) Garage Fund transfer ($225), and (4) Garage Fund PERS transfer ($43).

- City Manager/Clerk – A budget increase of $18,550 is requested for the following: (1) additional expenses related to Computer Equipment ($200), (2) Postage ($250), (3) Special Department Supplies ($150), (4) Communications ($350), (5) Recruitment ($200), (6) Election expense ($1,000), (7) Memberships & Publications (1,000), and (8) additional PERS funding ($15,400).
- Finance – A budget increase of $6,500 is requested for additional PERS funding.
- City Attorney – There are no additional requests for the City Attorney budget at the mid-year to the General Fund. The total amount budgeted to the General Fund for the City Attorney is $670,000. This is split between Professional Contracts ($335,000), Litigation ($300,000) and Contract Billable Services ($35,000). While it is anticipated an additional $130,000 will be needed for Professional Contracts there is excess funding available in the Litigation account to cover the projected expenses. An internal budget transfer has been completed; therefore, no additional funding is requested at this time. While 32% of the expenses have been realized attorney invoices have only been paid through November 2015 as the City is waiting for the December 2015 invoices.
- Planning & Building – A budget increase of $25,868 is needed for: (1) additional PERS funding ($9,200), (2) increase in communications budget ($1,400), (3) expenses related to professional contracts for the General Plan and miscellaneous services due to an increase in building and planning development activity ($15,000), (4) Garage Fund transfer ($225), and (5) Garage Fund PERS transfer ($43).
- Library – A budget increase of $11,000 is needed due to: (1) increased expenses for staff development* ($1,000 to #101-4600-2155), and (2) additional PERS funding ($10,000).

  * The $1,000 for staff development is off-set by grant funding received.
- Recreation – A budget increase of $1,710 due to (1) an increase in credit card transaction fees for recreation programs ($360), and (2) additional PERS funding ($1,350).
- Fire – A budget increase of $61,349 is requested for: (1) additional PERS funding ($3,600), (2) an increase in communications costs ($3,700), (3) an increase in utility costs ($2,500), and (4) sales tax for a fire truck purchased in 2013 ($51,549)*.

  *Half the amount for the taxes for the fire truck will be paid by the Fire Association; an additional revenue amount of $24,774.50 is listed in the revenue section.
- Police – A budget increase of $4,456 is requested for: (1) additional communication costs ($2,000), (2) Garage Fund transfer ($2,062), and (3) Garage Fund PERS transfer ($394).
- Public Works
  - Administration – A budget increase of $5,934 is requested for: (1) additional PERS funding ($4,200), (2) an increase in communications costs ($980), (3) Garage Fund transfer ($633), and (4) Garage Fund PERS transfer ($121).

- Government Buildings - A budget <u>increase of $37,200</u> is requested for: (1) additional PERS funding ($700), (2) minor unplanned upgrades needed for City facilities ($20,000), (3) increase in communications costs ($2,500), and (4) increase in utility costs ($14,000).
- Storm Drains – A budget <u>increase of $1,600</u> is requested for additional PERS funding.
- Streets – A budget <u>increase of $3,326</u> is requested for: (1) additional PERS funding ($1,600), (2) Garage Fund transfer ($1,449), and (3) Garage Fund PERS transfer ($277).
- Parks – A budget <u>increase of $7,640</u> is requested for: (1) additional PERS funding ($6,400), (2) Garage Fund transfer ($1,041), and (3) Garage Fund PERS transfer ($199).

Chart 3 - Summary of General Fund Expenses by Department and Budget Requests:

Department	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/15	% of Budget Realized	Projected 6/30/16	Variance
Non-Departmental	$1,745,739	$1,771,010	$1,017,077	57%	$1,773,278	$2,268
City Council	$135,877	$133,877	$74,830	56%	$133,877	-
City Manager's Office	$481,482	$589,223	$291,838	50%	$607,773	$18,550
Finance	$340,917	$339,344	$147,569	43%	$345,844	$6,500
City Attorney	$670,000	$670,000	$208,744	32%	$670,000	-
Planning & Building	$771,928	$832,324	$398,797	48%	$858,192	$25,868
Library	$849,517	$849,842	$386,566	45%	$860,842	$11,000
Recreation	$93,905	$93,905	46,253	49%	$95,615	$1,710
Fire	$581,893	$584,217	$404,150	69%	$645,566	$61,349
Police	$2,712,578	$2,712,578	$1,436,571	53%	$2,717,034	$4,456
Public Works	$1,605,691	$1,666,511	$741,917	45%	$1,722,211	$55,700
SUB-TOTAL	**$9,989,527**	**$10,242,831**	**$5,154,312**	**50%**	**$10,430,755**	**$187,824**
Transfers to 280, 283, and 289 (see Chart 4 below)					$21,350	$21,350
TOTAL	**$9,989,527**	**$10,242,831**	**$5,154,312**	**50%**	**$10,452,105**	**$209,274**

SCHEDULE OF TRANSFERS

Each year a Schedule of Transfers is created for accounts which are supplemented by the General Fund. Three accounts are: Teen Center (280), Tree City (283), and Recreation Program (289). Increases in each of these funds are being requested. Below is a list of the requests. Each item listed below will transferred from the General Fund to the appropriate fund.

- Teen Center (Fund 280) – A budget <u>increase of $3,050</u> is requested for (1) additional PERS funding ($2,800), and (2) increase in communications costs ($250).
- Tree City (Fund 283) – A budget <u>increase of $15,300</u> is requested for (1) additional PERS funding ($300), and (2) $15,000 for emergency tree work. The emergency tree work is due to one large oak tree falling down in the flood project next to

Terrace B. A second oak tree lost a major branch. The tree that fell impacted existing smaller trees below as well as irrigation lines. The second tree, in addition to the major limb that fell, has a branch that needs to be removed to avoid it from potentially falling on power lines that supply power to the flood control controls and pumps.

- Recreation Program (Fund 289) – A budget increase of $3,000 due to (1) an increase in credit card transaction fees for recreations programs ($1,900), and (2) additional PERS funding ($1,100).

Chart 4 – Additional Schedule of Transfers

From	To	Amount
101	280 (Teen Center)	$3,050
101	283 (Tree City)	$15,300
101	289 (Recreation)	$3,000
	TOTAL FROM 101:	**$21,350**

TRANSFER FROM GENERAL FUND RESERVES PER CITY COUNCIL ACTION

Transfer from Reserves – Through December 31, 2015 several items were adopted by City Council authorizing the use of General Fund Reserves. Chart 5 is a summary of each item and the amount authorized. Although this report captures events through December 31, 2015, staff felt it was important to include Council action affecting the General Fund Reserves through January 26, 2016.

Chart 5 – Summary of Use of General Fund Reserves

Resolution No.	Date	Item	Amount from Reserves
Resolutions Passed – Through December 31, 2015			
2015-14	9/8/2015	City Clerk/Planning Administrative Assistant	$7,891
2015-111	9/8/2015	MRG – HR Assistance	$40,500
2015-116	9/22/2015	Waterways – Performance monitoring	$55,203
2015-140	11/10/2015	Lew Edwards – Polling	$25,000
2015-142	11/10/2015	Community Action Napa Valley – Financial Assistance for Homeless Shelter Services	$10,000
		TOTAL THROUGH 12/31/2015	**$138,594**
Resolutions Passed – January 1, 2016 – January 26, 2016			
2016-9	1/12/2106	Interwest – ADA Compliance Plan	$19,625
2016-10	1/12/2015	Kaizen – Records Mgmt.	$30,000
2016-11	1/12/2015	Firefighters – Part-Time Employees	$62,079
2016-13	1/12/2015	SHEA – MOU	$28,619
2016-7	1/26/2015	Police Officer	$19,569
		TOTAL 1/1/2016-1/26/2016	**$159,892**
		TOTAL TRANSFER FROM GF RESERVES THROUGH 1/26/2016	**$298,486**

SALARY COST / SAVINGS

Additional savings and costs have been realized through FY 15/16 Q2 and will continue to be realized due to a reorganization focused on efficiencies, improved services, and compliance. Below is a recap of the position changes and the estimated savings to the General Fund and the Waste Water Fund and the additional cost to the Water Fund. The breakdown listed in "Original Funding" and "New Funding" in Chart 4 represents the percentage charged to each fund. e.g. 60/20/20 is 60% to General Fund, 20% to Water Fund, 20% to Waste Water Fund.

General Fund Cost Savings estimated from these changes for the remainder of FY 15/16 is $101,069. This cost savings along with the increase in projected revenues to the General of $221,769 will be used to off-set the additional requested expenses.

Chart 6 – Summary of Salary (Costs) / Savings

Title	Original Funding 101/561/571	New Funding 101/561/571	General Fund (101)	Water Fund (561)	Waste Water Fund (571)
Administrative Manager		60/20/20	($56,815)	($18,938)	($18,938)
Utilities Manager		0/50/50		($21,438)	($21,438)
Public Works Manager		40/30/30	($30,733)	($23,050)	($23,050)
Water Conservation Coordinator	25/75/0	10/80/10	$9,417	($3,138)	($6,278)
Maintenance II Streets* 60 – 40 General Fund, 20 Garage	60/10/30		$54,297	$9,050	$27,148
Lead Maintenance Parks	100/0/0		$65,368		
Operations Manager	0/50/50			$47,347	$47,347
Librarian II	100/0/0		$59,645		
TOTAL SALARY (COSTS) / SAVINGS BY FUND			**$101,179**	**($10,167)**	**$4,791**

GENERAL FUND SUMMARY

Chart 7 is a summary of each of the categories described in the General Fund section of this report.

Chart 7 – Summary of General Fund Revenues/Expenses/Cost Savings

	2015/16 Adopted Budget	**2015/16 Adjusted Budget**	**Projected 6/30/16**	**Variance**
General Fund Revenues	$10,007,800	$10,039,356	$10,261,125	$221,769
General Fund Expenses	$9,989,527	$10,242,831	$10,452,105	($209,274)
General Fund Cost Savings (Salaries & Benefits)				$101,179

GENERAL FUND NET POSITION

Chart 8 – General Fund Net Position

Estimated GF Reserves (total) @ 6/30/15		$2,499,357
Estimated Revenues	$10,261,125	
Estimated Expenses	($10,452,105)	
General Fund Cost Savings (Salary & Benefits)	$101,179	
Use of Reserves		($89,801)
Estimated Reserves @ 6/30/16		$2,409,556
Estimated Reserve Percentage		23%

WATER FUND (561)

Water (561) – December 31, 2015 Balances and Budget Adjustments

REVENUES

Water fund revenue estimates are on target for the projected revenues for FY 15/16.

Chart 9 – Summary of Water Fund Revenues

Department	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/15	% of Budget Realized	Projected 6/30/16	Variance
Water (561)	$4,581,628	$4,581,628	$2,396,748	52%	$4,581,628	-

EXPENSES

- City Manager – A budget increase of $4,300 is requested for additional PERS funding.
- Finance – A budget increase of $4,600 is requested for additional PERS funding.
- Public Works Administration – A budget increase of $2,400 is requested for additional PERS funding.
- Water Distribution – A budget increase $4,640 is requested for: (1) additional PERS funding ($3,400), (2) Garage Fund transfer ($1,041), and (3) Garage Fund PERS transfer ($199).
- Water Treatment Plant – A budget adjustment of $8,354 is requested for: (1) additional PERS funding ($7,600), (2) Garage Fund transfer ($633), and (3) Garage Fund PERS transfer ($121).

SUMMARY

Chart 10 – Summary of Water Expenditures by Department

Department	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/15	% of Budget Realized	Projected 6/30/16	Variance
Administration	$2,087,549	$2,259,310	$1,288,156	57%	$2,270,610	$11,300
Water Distribution	$677,491	$ 677,491	$ 331,514	49%	$682,131	$4,640
Stonebridge Wells	$106,036	$114,811	$34,238	30%	$114,811	-
Water Treatment	$1,984,716	$ 2,011,292	$ 920,283	46%	$2,019,646	$8,354
TOTAL	**$4,855,792**	**$5,062,904**	**$2,574,191**	**51%**	**$5,087,198**	**$24,294**

TRANSFER FROM WATER FUND RESERVES PER CITY COUNCIL ACTION

Transfer from Reserves – Through December 31, 2015 several items were adopted by City Council authorizing the use of Water Fund Reserves. Chart 11 is a summary of each item and the amount authorized.

Chart 11 – Summary of Use of Water Fund Reserves

Resolution No.	Date	Item	Amount from Reserves
2015-14	9/8/2015	City Clerk/Planning Administrative Assistant	$961
2015-75	7/14/2015	NOAA Fines	$25,760
2015-118	9/22/2015	GD Nielson – Charter Oak Construction	$36,454
2015-131	10/27/2015	Carbon Activated – Stonebridge Wells Filter Improvements	$53,541
2015-145	11/24/2015	Utility Manager Position	$32,082
		TOTAL THROUGH 12/31/2015	**$148,798**
Resolutions Passed – January 1, 2016 – January 26, 2016			
2016-13	1/12/2015	SHEA – MOU	$20,775
		TOTAL 1/1/2016-1/26/2016	**$20,775**
		TOTAL TRANSFER FROM WATER RESERVES THROUGH 1/26/2016	**$169,573**

SALARY COST / SAVINGS

As indicated in Chart 6, there was an increase to the Water Fund as a result of a reorganization focused on efficiencies, improved services, and compliance. The additional costs to the Water Fund are estimated to be $10,167. No budget adjustment for this amount is being done as costs were able to be absorbed in the current budget.

WATE FUND SUMMARY

Chart 12 is a summary of each of the categories described in the Water Fund section of this report.

Chart 12 – Summary of Water Fund Revenues/Expenses

	2015/16 Adopted Budget	2015/16 Adjusted Budget	Projected 6/30/16	Variance
Water Fund Revenues	$4,581,628	$4,581,628	$4,581,628	-
Water Fund Expenses	$4,855,792	$5,062,904	$5,087,198	($24,294)

WATER NET POSITION

Chart 13 – Water Fund Net Position

Estimated Water Reserves (total) @ 6/30/15		$4,907,916
Estimated Revenues	$4,581,628	
Estimated Expenses	($5,087,198)	
Use of Reserves		($505,570)
Estimated Reserves @ 6/30/16		$4,402,346
Remaining Water Capital Projects		($3,059,438)
Remaining Balance After Capital Projects		$1,342,908
Estimated Reserve Percentage		26%

WASTE WATER FUND (571)

Waste Water (571) – December 31, 2015 Balances and Budget Adjustments

REVENUES

- $152,000 in revenue was received and posted to 571-3470 (Other Revenue) as a result of the settlement for Pond 1A. Revenue estimates are being increased by $152,000 for this settlement. These funds will be used to offset the attorney costs of $178,700 charged to Fund 571 for this settlement.
- Revenue increase of $100,000 as a result of an internal review of commercial use and back billing of accounts.

Chart 14 – Summary of Waste Water Revenues

Department	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/15	% of Budget Realized	Projected 6/30/16	Variance
Waste Water (571)	$2,260,735	$2,550,912	$1,296,793	51%	$2,802,912	$252,000

EXPENSES

- Attorney – A budget increase of $178,700 is being requested for the costs associated with Pond 1A Litigation Costs.
- City Manager – A budget increase of $3,800 is requested for additional PERS funding.
- Non-Departmental – A budget increase of $1,000 is requested for professional contracts for OpenGov which was not included in the original budget document.
- Finance – A budget increase of $3,500 is requested for additional PERS funding.
- Waste Water Admin – A budget increase of $600 is required for Equipment Lease 571-5000-2127 due to higher than expected equipment lease costs.
- Waste Water Collection – A budget increase of $107,418 is requested for (1) additional PERS funding ($2,400), (2) increase in communications costs ($150), (3) payment to Magnolia Oaks for construction of the El Bonita Sewer Line ($104,600) - see below, Capital Transfers, (4) Garage Fund transfer ($225), and (5) Garage Fund PERS transfer ($43).

- Waste Water Treatment Plant – A budget increase of $12,217 is being requested for: (1) additional PERS funding ($7,100), (2) increase in Small Tools ($4,120) due to Purchase Order No. 13785 erroneously being closed and not rolled over into FY 2015/16, (3) Garage Fund transfer ($837), and (4) Garage Fund PERS transfer ($160).

Capital Transfers* – It is the recommendation by staff that $104,600 for Waste Water capital improvements is un-encumbered to fund payment to Magnolia Oaks for the construction of the El Bonita Sewer Line. These funds will be placed in Account #571-5020-2650. Funds being transferred were not programmed in the 2015/16 CIP for Waste Water Projects.

SUMMARY

Chart 15 – Summary of Waste Water Expenditures by Department

Department	2015/16 Adopted Budget	2015/16 Adjusted Budget	Actual 12/31/15	% of Budget Realized	Projected 6/30/16	Variance
Administration	$1,062,224	$1,448,780	$734,092	62%	$1,636,380	$187,600
Waste Water Collection	$180,329	$180,329	$104,291	58%	$287,747	$107,418
Waste Water Treatment	$700,556	$1,041,499	$608,135	58%	$1,053,716	$12,217
SUB TOTAL	**$1,943,109**	**$2,670,608**	**$1,446,518**	**54%**	**$2,977,843**	**$307,235**
					Capital Transfers* un-encumber funds:	($104,600)
TOTALS	**$1,943,109**	**$2,670,608**	**$1,446,518**	**54%**	**$2,977,843**	**$202,635**

TRANSFER FROM WASTE WATER FUND RESERVES PER CITY COUNCIL ACTION

Transfer from Reserves – Through December 31, 2015 several items were adopted by City Council authorizing the use of Waste Water Fund Reserves. Below is a summary of each item and the amount authorized.

Chart 16 – Summary of Use of Waste Water Fund Reserves

Resolution No.	Date	Item	Amount from Reserves
2015-14	9/8/2015	City Clerk/Planning Administrative Assistant	$961
2015-118	9/22/2015	GD Nielson – Charter Oak Construction	$352,633
2015-145	11/24/2015	Utility Manager Position	$32,082
		TOTAL THROUGH 12/31/2015	**$385,676**
Resolutions Passed – January 1, 2016 – January 26, 2016			
2016-13	1/12/2015	SHEA – MOU	$11,661
		TOTAL 1/1/2016-1/26/2016	**$11,661**
		TOTAL TRANSFER FROM WASTE WATER RESERVES THROUGH 1/26/2016	**$397,337**

COST SAVINGS

There is an estimated cost savings to the Waste Water Fund of $4,791 as a result of staffing changes as indicated in Chart 6 in the General Fund portion of this report. This cost savings, un-encumbering Capital Transfer funds, and increase in revenues will off-set a portion of the increase in expenditures listed in Chart 15.

WASTE WATER FUND SUMMARY

Chart 17 is a summary of each of the categories described in the Waste Water section of this report.

Chart 17 – Summary of Waste Water Fund Revenues/Expenses

	2015/16 Adopted Budget	2015/16 Adjusted Budget	Projected 6/30/16	Variance
Waste Water Fund Revenues	$2,260,735	$2,550,912	$2,802,912	$252,000
Waste Water Fund Expenses	$1,943,109	$2,670,608	$2,977,843	$307,235
Capital Transfers* un-encumber funds:				$104,600
Waste Water Fund Cost Savings (Salaries & Benefits):				$4,791

WASTE WATER NET POSITION

Chart 18 – Waste Water Fund Net Position

Estimated Waste Water Reserves (total) @ 6/30/15		$205,480
Estimated Revenues	$2,802,912	
Estimated Expenses	($2,977,843)	
Waste Water Fund Cost Savings (Salaries & Benefits)	$4,791	
Transfers from Waste Water Capital Funds	$104,600	
Use of Reserves		($65,540)
Estimated Reserves @ 6/30/16		$139,940
Estimated Reserve Percentage		5%

OTHER FUNDS

Bocce (286) – December 31, 2015 Balances and Budget Adjustments

A budget adjustment of $150 is requested for additional PERS funding.

Harvest Festival (287) – December 31, 2015 Balances and Budget Adjustments

A new fund account was created in FY 15/16 to account for revenues and expense related to the City's Harvest Festival.

REVENUES

- Vendor/Non-Profit Fees Account #287-3430-0000 – This account was used to track fees charged for vendor booths as well as receipts from ticket sales for the

Harvest Festival. An increase in the revenue account of $22,163 is requested to account for ticket sales and vendor fees.

- Donations Account #287-3430-0000 – An increase of $4,210 is requested to account for donations to the Harvest Festival.
- Pet Parade Registration Account #287-3431-0000 – An increase of $1,795 is requested to account for Pet Parade Registration fees.

EXPENSES

- An increase of $25,600 in expenses for the Harvest Festival account is necessary to account for: (1) Banking Fees for online payments, (2) Miscellaneous expenses related to the Harvest, (3) Vendor payments, and (4) payments to non-profits as a result of their ticket sales.

Garage Fund (582) – December 31, 2015 Budget Adjustments

A budget increase of $1,600 is requested for additional PERS funding. The additional PERS funding will increase the expenses in the Garage Fund; however, the $8,371 due to the calculation error (discussed earlier in this report) will not increase expenses as they were recorded correctly, it affects the amount to be transferred from each department.

Tweed Fund Expenses (384) – December 31, 2015 Balances and Budget Adjustments

In FY 2014/15 the City entered into a contract with Cuesta Multicultural Consultants to provide consulting services to the Library, the funds for this contract were encumbered in FY 2014/15. On June 30, 2015 a check was made payable to Cuesta Multicultural Consultants in the amount of $3,232 in FY 2014/15. The remaining encumbered funds were rolled over to FY 2015/16. In November 2015 the original check issued was voided and re-issued to Yolanda Cuesta as an individual. Since the voiding and reissuing of the check crossed fiscal years a budget adjustment of $3,232 needs to be done in FY 2015/16. These funds were previously budgeted through the Tweed Trust. The budget adjustment will be to account 384-4600-2145.

Affordable Housing Impact Fee Expenses (751) – December 31, 2015 Balances and Budget Adjustments

Attorney – 751-4400-2130 – Additional activity with regards to Affordable Housing attorney fees has occurred in this account. Based on the activity through FY 15/16 Q2 an increase of $30,000 is requested for this account.

FY 2015/16 Q2 Checks over $100,000

Per staff recommendations on April 10, 2015, the Chart 3 is a list of Checks over $100,000 paid in FY2015/16 Q2.

Chart 19 – Summary of FY 15/16 Q2 Checks over $100,000

Check #	Vendor	Check Date	Check Amount	Notes
92718	SWRCB Accounting Office	10/5/2015	$526,804.64	SRF Loan Payment
92836	City of Napa	10/23/2015	$134,887.70	Monthly Water Agreement
93100	City of Napa	11/20/2015	$124,238.10	Monthly Water Agreement
93248	City of Napa	12/4/2015	$123,990.20	Monthly Water Agreement
93554	City of Napa	12/31/2015	$106,141.40	Monthly Water Agreement

Additional Information – Measure A Funding

On January 27, 2016, staff received updated projections for Measure A funding from the County of Napa Office of the Auditor Controller. Based on this analysis it is estimated the City will have $3,726,759 of available funds through Measure A to draw upon after the debt service through the County of Napa is paid.

RECOMMENDED ACTION

Staff recommends the City Council approve Resolution No. 2016-___ Approving Mid-Year Budget Adjustments for FY 2015-16.

ATTACHMENTS

1. Attachment A – Resolution No. 2016-____

Attachment A

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

RESOLUTION APPROVING MID-YEAR BUDGET ADJUSTMENTS FOR FY 2015/16

RECITALS

WHEREAS, City staff has conducted a comprehensive review of the City's budget at mid-year;

WHEREAS, the City has traditionally amended its budget during the year as new and updated information becomes available; and

WHEREAS, staff recommend certain adjustments to reflect the updated revenue and expense projections for the General Fund, Water Fund, Waste Water Fund, and Other Funds.

RESOLUTION

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

General Fund Revenue:

1. Increase to Licenses & Permits: $50,000
2. Decrease to Fines and Forfeits: $19,000
3. Increase to Intergovernmental: $39,994
4. Decrease to Interest and Rents: $5,000
5. Increase to Charges for Services & Miscellaneous: $155,775

General Fund Expenditures:

1. Increase to Non-Departmental: $2,268
2. Increase to City Manager/Clerk: $18,550
3. Increase to Finance: $6,500
4. Increase to Planning and Building: $25,868
5. Increase to Library: $11,000
6. Increase to Recreation: $1,710

7. Increase to Fire: $61,349
8. Increase to Police: $4,456
9. Increase to Public Works: $55,700
10. Transfers to 280, 283, and 289: $21,350

Water Fund Expenses:

1. Increase to Administration: $11,300
2. Increase to Water Distribution: $4,640
3. Increase to Water Treatment: $8,354

Waste Water Revenues:

1. Increase Other Revenue: $252,000

Waste Water Fund Expenses:

1. Increase to City Attorney: $178,700
2. Increase to City Manager: $3,800
3. Increase to Non-Departmental: $1,000
4. Increase to Finance: $3,500
5. Increase to Waste Water Admin: $600
6. Increase to Waste Water Collection: $107,418
7. Increase to Waste Water Treatment Plant: $12,217

Waste Water - Un-encumbrance of Funds:

Un-encumbrance of $104,600 for Waste Water Capital Improvements

Bocce Expenses

Increase to Bocce: $150

Harvest Festival Revenues

1. Increase to Vendor/Non Profit Fees: $22,163
2. Increase to Donations: $4,210
3. Increase to Pet Parade: $1,795

Harvest Festival Expenses

Increase to Harvest Festival Expenses: $25,600

Garage Fund Expenses

Increase to Garage Fund of: $1,600

Tweed Fund Expenses

Increase to Tweed Fund of: $3,232

Affordable Housing Impact Fee Expenses

Increase to Attorney of: $30,000

Approved at a Regular Meeting of the St. Helena City Council on February 9, 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

Item No: 10

Report to the City Council
Council Meeting of February 9th 2016

Agenda Section: **NEW BUSINESS**

Subject: Consideration of proposed resolution approving a Professional Services Agreement with Valley Architects LLP for engineering and design services for the Downtown Restroom Project CIP C-82

CEQA Status: **Not a CEQA Project**

Prepared By: **Tobias Barr, Project Manager** T.B.
Steven Palmer, PE, Director of Public Works/City Engineer

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

BACKGROUND

Merchants and business owners along Main Street in St. Helena have voiced that a public restroom in close proximity to Main Street is a necessity for St. Helena visitors. The public often requests to use private restrooms, which businesses have tried to accommodate. Because most businesses do not have adequate public restroom facilities, this has become a serious issue for businesses. Additionally, the lack of restroom facilities is a frustration to St. Helena visitors and ultimately reflects poorly on the City as a destination for visitors.

To address the absence of adequate restroom facilities and the burden placed on local businesses to accommodate restroom services, the Renaissance Foundation worked with the City to obtain funding to design and build public restroom facilities. The Renaissance Foundation put forth its own funds to develop a preliminary design for restroom facilities. As the City's financial situation improved, the City was able to budget funds to complete the design and construction of the project. Recently the project was budgeted in the 2015-2020 Capital Improvement Plan (CIP), and in late 2015 Public Works officially assumed responsibility for delivering the Project.

DISCUSSION

The plans provided by the Renaissance Foundation were not prepared by a licensed design professional, and were about 50 percent complete. In order to complete the design and produce documents that would be appropriate for Public Works project bidding and construction the city pursued hiring an architectural design professional who had experience with public buildings, could accommodate the requirements of the

City, manage the various subcontractors (surveyor, electrical, mechanical, civil, estimator and structural) and be capable of providing plans and specifications that meet state and City requirements for public works projects. Requirements including meeting the City's public work's standards, providing the appropriate documents and specifications for advertising as a Public Works project, and meeting the requirements of the California Public Contract Code.

The Public Works Project Manager solicited proposals from four different firms whom were recommended from consultants that have a Master Professional Services Agreement (MPSA) with the City. Because the design from the Renaissance Foundation is 50 percent complete, and the City was asking design professionals to complete design from these existing plans; soliciting consultants was inherently challenging. Perspective consultants were hesitant to take over a design that was 50 percent complete. Three of the four architectural professionals communicated that they were too busy or did not want to complete someone else's design. These included Quattrocchi Kwok Architects, GHD Property & Buildings and Michael J. Palmer, AIA, who all informed the Project Manager that they could not accommodate the job. The Project Manager, per the Chamber of Commerce recommendation, reached out to Valley Architects LLP in St. Helena and Partner Tom Faherty expressed interest in the project. Valley Architects provided a proposal with the appropriate requirements and consultants that could provide the adequate engineering, biding and detailed documents needed for a Public Works Project. This includes detailed Civil, Mechanical, Electrical, and Structural engineering details, as well as a land survey and project cost estimate documents.

The Project Manager discussed the proposed costs with other consultants currently assisting the city with other infrastructure projects. Given the complexity of taking over a project that is currently halfway designed, preparing documents and design to meet public works requirements and standards, as well coordinating multiple engineering subcontractors, the Project Manager's opinion is that the proposed cost is competitive.

FISCAL IMPACT

The five year CIP allocates $296,000 from the General Fund to the project. These funds are budgeted in Fiscal Year 2015/2016. Given the total engineering and design costs from Valley Architects of $50,450, the project will have $245,550 remaining for the construction of the restroom facilities.

RECOMMENDED ACTION

Adopt a resolution authorizing the City Manager to execute a Professional Services Agreement with Valley Architects LLP in the amount of $50,450.00 for the Downtown Restroom Project, Capital Improvement Project C-82.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

ATTACHMENT 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH VALLEY ARCHITECTS, LLP IN THE AMOUNT OF $50,450 FOR DESIGN OF THE DOWNTOWN RESTROOMS PROJECT (CIP C-82)

A. The City requires consulting services for the preparation of engineering, design and bidding documents for the downtown restrooms project; and

B. The City Project Manager requested and Valley Architects responded with a proposal for design and bid preparation services; and

C. The City Project Manager has reviewed and evaluated the proposal received and otherwise confirmed Valley Architects has the skills, experience and qualifications to provide the desired services; and

D. The attached agreement established the terms and conditions under which Valley Architects will provide the necessary services; and

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

F. The agreement will be funded by $50,450 from the Capital Improvement Program Project Number C-82, Downtown Restrooms Project.

RESOLUTION

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

1. Approve Professional Services Agreement with Valley Architects
2. The City Manager is authorized to execute the Professional Services Agreement with Valley Architects.

Approved at a Regular Meeting of the St. Helena City Council on February 9th 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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on February 9th, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Valley Architects LLP (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Downtown Restroom Capital Improvement Project C-82.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, "Compensation"**, attached hereto and made a part hereof. Total compensation shall not exceed $50,450.00, unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF SERVICES

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City:	City Manager 1480 Main Street St. Helena, California 94574
To Consultant:	Valley Architects, LLP 1560 Railroad Avenue St. Helena, CA 94574

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

By: ______________________

Name: TOM FAHERTY

Title: ARCHITECT

City:

By: ______________________

Name: Jennifer Phillips

Title: City Manager

Approved as to Form:

By: ______________________

Name: Thomas B. Brown

Title: City Attorney

Exhibit A

City of St. Helena

Downtown Restroom Project

Scope of Services

Scope of Services

Task 1 Plans, Specifications, and Estimate

The consultant shall provide the following professional services related to the design of the public restrooms:

- **Site Plan/grading plan showing**
    - **Existing elevations**
    - **Surveyed property lines**
    - **Proposed pad and finished floor elevations of restroom.**
    - **Proposed parking lot lighting for safety**
    - **Surface drainage path**
    - **Paving and restriping of the parking lot**
    - **Proposed curb, gutter, sidewalk**
- **Foundation recommendation**
- **Coordinate all design and engineering subcontractors**
- **Refine current design and address deficiencies**
    - **Provide details for roof construction, door and other miscellaneous details.**
    - **Change construction to CMU walls.**
    - **Provide Structural drawings and specs.**
    - **Provide materials and finish schedule.**
    - **Provide fixture schedule and fixture mounting details.**
    - **Provide Electrical drawings and specs including panels, infrastructure for electric vehicle charging stations and interface with PG&E.**
- **Provide support for Planning Commission and City Council meetings, if needed.**

Deliverables

- **90% Drawings for review**
- **Attend one (1) design charrette at City Hall up to two hours**
- **Up to two (2) full color artist rendered images of restroom buildings for presentation to the Planning Commission**
- **Bid set drawings, , and estimates specifications including all materials and finish schedules in City of St Helena format for project construction bidding**

Task 2 Bidding Assistance

Consultant shall be prepared to provide up to 8 hours of bidding support, if needed, including addressing potential addendums and attending the pre-bid meeting.

Exhibit B
City of St. Helena
Downtown Restroom Project
Fee Schedule

We agree to provide the scope of work as outlined in Exhibit A for the sum of $50,450 per the following breakdown:

Task 1, Plans, Specifications and Estimate:

Architect	$20,000
Arch. Renderings (2)	$2,000
Structural Engineer	$4,000
Mechanical Engineer:	$5,300
Electrical Engineer	$5,750
Civil Engineer	$7,500
Surveyor	$2,500
Estimator	$2,000

Task 2, Bidding Assistance

Architect	$1,400

Exclusions: landscape design, printing for bidding. In house printing and progress prints for review are included in the above fee schedule.

Additional services due to change of scope of work or significant change in design will be billed at the hourly rates as follows:

Architectural work:

Principal	$175
Staff	$140

Drafting:

Principal	$150
Staff	$130

Item No: 11

Report to the City Council
Council Meeting of February 9, 2016

Agenda Section: **Regular Business**

Subject: **2016-2026 Long Range Financial Forecast - Update**

CEQA Status: **Not a Project**

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

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

DISCUSSION

The City's first Long Range Financial Forecast (LRFF) 2015-25 was developed in early 2015 to help the City of St. Helena plan a path of financial stability. The next year, the LRFF 2016-2026 was developed and included FY 2014-15 unaudited actuals and the FY 2015-16 Adopted Budget. This plan was presented to the City Council on October 27, 2015 in correlation with the creation of the Ad Hoc Revenue Source Task Force so members could be provided up-to-date information regarding the City's projected revenues and expenditures.

The LRFF 2016-26 was updated to incorporate the FY 2015-16 Adjusted Budget and was presented to the Ad Hoc Revenue Source Task Force on Friday, February 5, 2015. For this update the following changes were incorporated:

- Revenues were increased by approximately $220,000 as indicated in the FY 2015-16 Adjusted Budget.
- Expenses were increased by approximately $450,000 to reflect Council approved changes including the new Fire Department service model, updated salary and benefit calculations as well as unexpected expenses. These increases were carried over into the estimated FY 2016-17 budget.
- $528,000 for State Revolving Loan Fund payments was included only through FY 2020-21, assuming Measure A will fund the remaining debt.
- In addition, a 40% General Fund Reserve target was calculated and the Asset Recapitalization projection was updated.

The Baseline Forecast (which is considered optimistic) shows positive operating revenue beginning in FY 2017-18 and an Assigned General Fund Reserve of 25% being met in FY 2019-20. Under this scenario, the Unassigned General Fund Reserve totals $11.3 million in FY 2025-26.

A new scenario was prepared using a 40% General Fund Reserve target and the Baseline Forecast. Under this scenario, the 40% reserve is met in FY 2021-22 and the Unassigned General Fund Reserve totals $3.2 million in FY 2025-26.

A Recession Forecast was also prepared which includes a minor reduction in sales, property and transient occupancy taxes during fiscal years 2018-20. This is a more realistic scenario as the economy generally experiences a recession during every ten year period. Under this scenario, the Assigned General Fund Reserve goal of 25% is met in FY 2018-19 but the Unassigned General Fund Reserve totals only $1.7 million in FY 2025-26.

Finally, using the Baseline Forecast, the Capital Asset scenario was also updated incorporating new expense estimates and identifying a new pavement condition index. Because nominal funds were spent on street improvements during FY 2014-15, the City's pavement condition index has been reduced to 58 to 55 in the draft report from the Metropolitan Transportation Commission. Without additional funding the City will be able to use only available gas tax revenue and beginning in FY 2018-19 Measure T anticipated revenue of $665,000 for street improvements. This level of funding will result in the pavement condition index remaining in the 50s.

This Capital Asset Scenario utilized was formulated around three goals: 1) improving the City's pavement condition index to 80; 2) replacing the roughly 380 curb ramps to meet American with Disabilities Act guidelines within five years; and 3) begin replacing deteriorated sidewalks, curbs and gutters. An estimated expenditure of $2 million for street improvements over five years would improve the City's pavement condition index to 80. (Note this is a change from previous LRFF documents). An annual expenditure of $400,000 over five years is estimated to update the curb ramps. Finally, $1.35 million annually is estimated to begin making improvement to sidewalks, curbs and gutters. Annually, this totals $3.35 million. Assuming current funding levels, the estimated funding short fall is $3.1 million in FY 2016-17. With the addition of Measure T in FY 2018-19, this shortfall is reduced to $2.3 and again reduces to $1.3 million with the completion of the curb ramp upgrades. Also included in this scenario are modest annual contributions to the parks of $200,000, buildings of $500,000 and information technology of $100,000 for a total of $800,000 annually. The projected outcome of this scenario shows that the City had inadequate funding to meet its basic infrastructure needs resulting in deficit of $15.3 million in FY 2025-26.

It should also be again mentioned that the City has no sinking funds for any vehicles or large equipment, streets, buildings, parks or IT. This means that anytime replacement or repairs are needed, funds must be taken from annual operating revenues and these types of expenses are not considered in any of the scenarios.

RECOMMENDED ACTION

Receive and file.

ATTACHMENTS

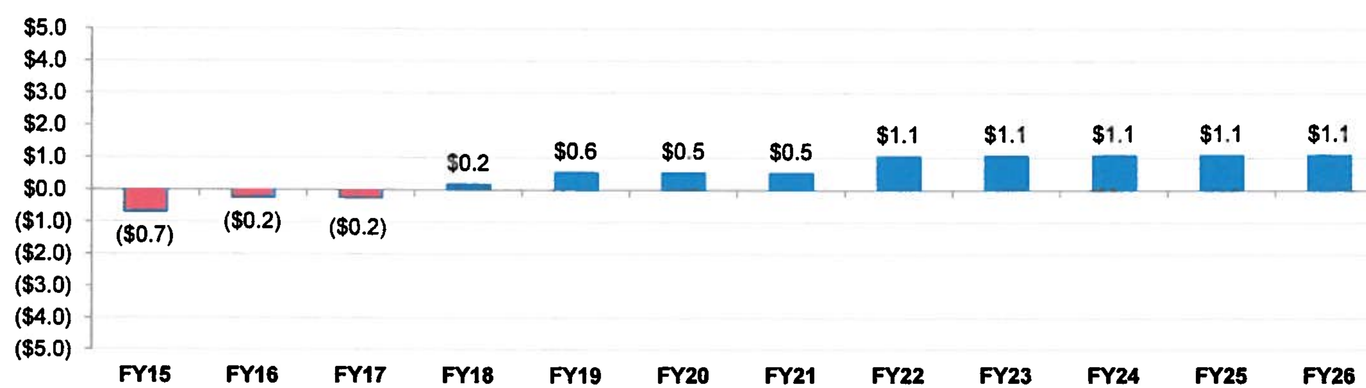
Attachment 1 – Baseline Revenue Forecast
Attachment 2 – Baseline Revenue Forecast with 40% General Fund Assigned Reserve
Attachment 3 – Recession Revenue Forecast
Attachment 4 – Baseline Revenue Forecast for Capital Assets

Attachment 1

Baseline Revenue Forecast with FY 2014-15 actuals (unaudited) and revised FY 2015-16 budget

	unaudited FY15	revised FY16	estimated FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Revenues												
Property Taxes & VLF	$3.9	$3.7	$3.8	$4.0	$4.1	$4.2	$4.3	$4.4	$4.6	$4.7	$4.9	$5.0
Sales Tax	$2.7	$2.8	$3.0	$3.1	$3.2	$3.4	$3.5	$3.6	$3.8	$4.0	$4.1	$4.3
Transit Occupancy Tax	$1.9	$1.9	$2.4	$3.0	$3.4	$3.5	$3.6	$3.8	$3.9	$4.1	$4.2	$4.4
Other Taxes	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.4	$0.4	$0.4	$0.4
Licenses and Permits	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6
Other Revenues	$1.1	$1.0	$1.0	$1.1	$1.1	$1.2	$1.2	$1.3	$1.4	$1.4	$1.5	$1.6
Total Revenues	**$10.4**	**$10.3**	**$11.1**	**$12.0**	**$12.6**	**$13.1**	**$13.6**	**$14.1**	**$14.6**	**$15.1**	**$15.7**	**$16.3**
Expenses												
Salaries	($3.4)	($3.5)	($4.0)	($4.1)	($4.2)	($4.3)	($4.4)	($4.5)	($4.6)	($4.7)	($4.9)	($5.0)
PERS	($0.9)	($0.9)	($0.9)	($1.0)	($0.8)	($0.9)	($0.9)	($1.0)	($1.0)	($1.0)	($1.1)	($1.1)
Health Premiums	($0.8)	($0.9)	($0.9)	($1.0)	($1.1)	($1.1)	($1.2)	($1.3)	($1.3)	($1.4)	($1.5)	($1.6)
Other Benefits	($0.5)	($0.5)	($0.6)	($0.6)	($0.7)	($0.7)	($0.7)	($0.7)	($0.8)	($0.8)	($0.8)	($0.8)
Services & Supplies	($5.5)	($4.7)	($4.9)	($5.1)	($5.3)	($5.6)	($5.8)	($5.6)	($5.8)	($6.1)	($6.4)	($6.6)
Total Expenses	**($11.1)**	**($10.5)**	**($11.4)**	**($11.8)**	**($12.1)**	**($12.6)**	**($13.0)**	**($13.0)**	**($13.5)**	**($14.1)**	**($14.6)**	**($15.2)**
Net Operating Revenues	($0.7)	($0.2)	($0.2)	$0.2	$0.6	$0.5	$0.5	$1.1	$1.1	$1.1	$1.1	$1.1
Beginning Assigned GF Reserve	**$2.3**	**$2.5**	**$2.3**	**$2.0**	**$2.2**	**$2.8**	**$3.3**	**$3.3**	**$3.3**	**$4.3**	**$5.4**	**$6.5**
Operating Surplus/(Deficit)	**($0.7)**	**($0.2)**	**($0.2)**	**$0.2**	**$0.6**	**$0.5**	**$0.5**	**$1.1**	**$1.1**	**$1.1**	**$1.1**	**$1.1**
Ending GF Reserve	**$2.5**	**$2.3**	**$2.0**	**$2.2**	**$2.8**	**$3.3**	**$3.8**	**$4.3**	**$4.3**	**$5.4**	**$6.5**	**$7.6**
Assigned GF Reserve of 25% (goal)	$2.8	$2.6	$2.8	$3.0	$3.0	$3.1	$3.3	$3.3	$3.4	$3.5	$3.7	$3.8
Assigned GF Reserve surplus/(deficit)	($0.3)	($0.3)	($0.8)	($0.8)	($0.3)	$0.2	$0.6	$1.1	$0.9	$1.9	$2.8	$3.8
Unassigned GF Reserve	$0.0	$0.0	$0.0	$0.0	$0.0	$0.2	$0.7	$1.8	$2.7	$4.6	$7.5	$11.3

Key Assumptions:
1) Sales taxes grow at 4.2% per year
2) Property taxes grow at 3%per year
3) TOT at 4%
4) Salary expense grows at 2.5% per year (COLA). No change in headcount for 10 years except 10 months of Police Officer and PT Firefighters
5) PERS expense based on Valuation Report as of June 30, 2013, out years from report at 4% increase
6) General Fund payment of SRF ends in FY 21/22

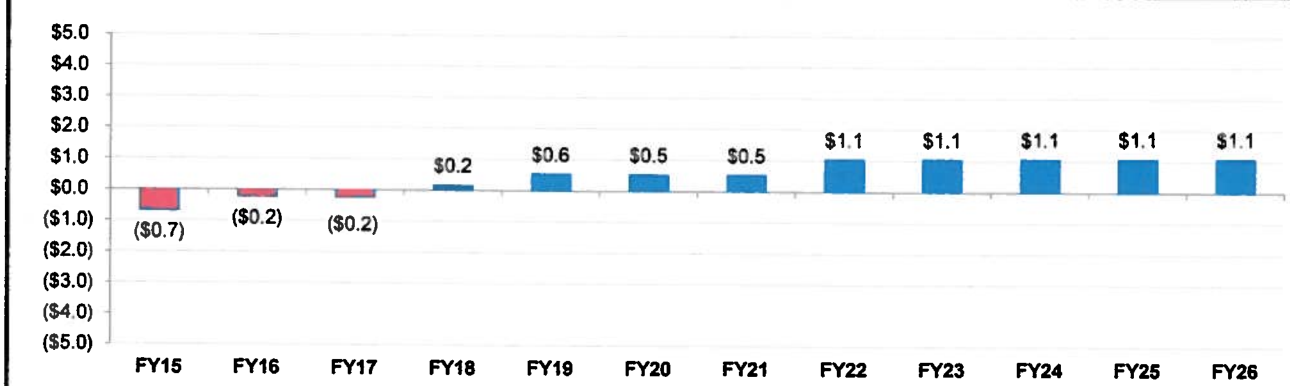


Attachment 2

Baseline Revenue Forecast with FY 2014-15 actuals (unaudited) and <u>revised</u> FY 2015-16 budget - 40% GF Reserve

	unaudited FY15	revised FY16	estimated FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Revenues												
Property Taxes & VLF	$3.9	$3.7	$3.8	$4.0	$4.1	$4.2	$4.3	$4.4	$4.6	$4.7	$4.9	$5.0
Sales Tax	$2.7	$2.8	$3.0	$3.1	$3.2	$3.4	$3.5	$3.6	$3.8	$4.0	$4.1	$4.3
Transit Occupancy Tax	$1.9	$1.9	$2.4	$3.0	$3.4	$3.5	$3.6	$3.8	$3.9	$4.1	$4.2	$4.4
Other Taxes	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.4	$0.4	$0.4	$0.4
Licenses and Permits	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6
Other Revenues	$1.1	$1.0	$1.0	$1.1	$1.1	$1.2	$1.2	$1.3	$1.4	$1.4	$1.5	$1.6
Total Revenues	**$10.4**	**$10.3**	**$11.1**	**$12.0**	**$12.6**	**$13.1**	**$13.6**	**$14.1**	**$14.6**	**$15.1**	**$15.7**	**$16.3**
Expenses												
Salaries	($3.4)	($3.5)	($4.0)	($4.1)	($4.2)	($4.3)	($4.4)	($4.5)	($4.6)	($4.7)	($4.9)	($5.0)
PERS	($0.9)	($0.9)	($0.9)	($1.0)	($0.8)	($0.9)	($0.9)	($1.0)	($1.0)	($1.0)	($1.1)	($1.1)
Health Premiums	($0.8)	($0.9)	($0.9)	($1.0)	($1.1)	($1.1)	($1.2)	($1.3)	($1.3)	($1.4)	($1.5)	($1.6)
Other Benefits	($0.5)	($0.5)	($0.6)	($0.6)	($0.7)	($0.7)	($0.7)	($0.7)	($0.8)	($0.8)	($0.8)	($0.8)
Services & Supplies	($5.5)	($4.7)	($4.9)	($5.1)	($5.3)	($5.6)	($5.8)	($5.6)	($5.8)	($6.1)	($6.4)	($6.6)
Total Expenses	**($11.1)**	**($10.5)**	**($11.4)**	**($11.8)**	**($12.1)**	**($12.6)**	**($13.0)**	**($13.0)**	**($13.5)**	**($14.1)**	**($14.6)**	**($15.2)**
Net Operating Revenues	**($0.7)**	**($0.2)**	**($0.2)**	**$0.2**	**$0.6**	**$0.5**	**$0.5**	**$1.1**	**$1.1**	**$1.1**	**$1.1**	**$1.1**
Beginning Assigned GF Reserve	**$2.3**	**$2.5**	**$2.3**	**$2.0**	**$2.2**	**$2.8**	**$3.3**	**$3.8**	**$4.9**	**$5.4**	**$5.6**	**$5.8**
Operating Surplus/(Deficit)	**($0.7)**	**($0.2)**	**($0.2)**	**$0.2**	**$0.6**	**$0.5**	**$0.5**	**$1.1**	**$1.1**	**$1.1**	**$1.1**	**$1.1**
Ending GF Reserve	**$2.5**	**$2.3**	**$2.0**	**$2.2**	**$2.8**	**$3.3**	**$3.8**	**$4.9**	**$6.0**	**$6.5**	**$6.7**	**$6.9**
Assigned GF Reserve of 40% (goal)	**$4.4**	**$4.2**	**$4.5**	**$4.7**	**$4.8**	**$5.0**	**$5.2**	**$5.2**	**$5.4**	**$5.6**	**$5.8**	**$6.1**
Assigned GF Reserve surplus/(deficit)	($1.9)	($0.3)	($2.5)	($2.5)	($2.1)	($1.7)	($1.4)	($0.3)	$0.5	$0.9	$0.9	$0.9
Unassigned GF Reserve	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.5**	**$1.4**	**$2.3**	**$3.2**

Key Assumptions:
1) Sales taxes grow at 4.2% per year
2) Property taxes grow at 3%per year
3) TOT at 4%
4) Salary expense grows at 2.5% per year (COLA). No change in headcount for 10 years except 10 months of Police Officer and PT Firefighters
5) PERS expense based on Valuation Report as of June 30, 2013, out years from report at 4% increase
6) General Fund payment of SRF ends in FY 21/22

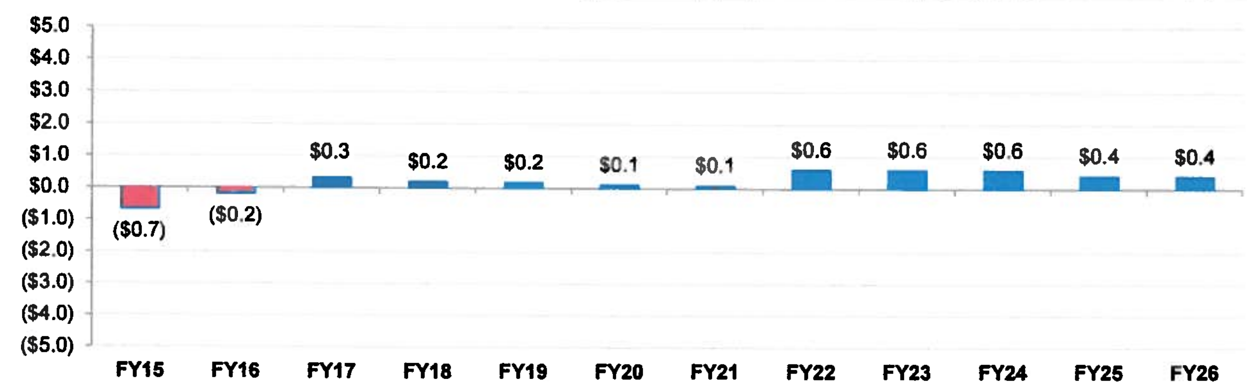


Attachment 3

Recession Revenue Forecast with FY 2014-15 actuals (unaudited) and adjusted FY 2015-16 budget

	actuals FY15	adjusted FY16	estimated FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Revenues												
Property Taxes & VLF	$3.9	$3.7	$3.8	$3.9	$4.0	$4.1	$4.2	$4.3	$4.4	$4.6	$4.7	$4.9
Sales Tax	$2.7	$2.8	$3.0	$2.9	$3.0	$3.1	$3.2	$3.4	$3.5	$3.6	$3.8	$4.0
Transit Occupancy Tax	$1.9	$1.9	$3.0	$3.2	$3.3	$3.4	$3.6	$3.7	$3.9	$4.0	$4.0	$4.2
Other Taxes	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.4	$0.4	$0.4	$0.4	$0.4
Licenses and Permits	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6
Other Revenues	$1.1	$1.0	$1.0	$1.1	$1.1	$1.2	$1.2	$1.3	$1.4	$1.4	$1.5	$1.6
Total Revenues	**$10.4**	**$10.3**	**$11.7**	**$12.0**	**$12.3**	**$12.7**	**$13.1**	**$13.6**	**$14.1**	**$14.6**	**$15.0**	**$15.6**
Expenses												
Salaries	($3.4)	($3.5)	($4.0)	($4.1)	($4.2)	($4.3)	($4.4)	($4.5)	($4.6)	($4.7)	($4.9)	($5.0)
PERS	($0.9)	($0.9)	($0.9)	($1.0)	($0.8)	($0.9)	($0.9)	($1.0)	($1.0)	($1.0)	($1.1)	($1.1)
Health Premiums	($0.8)	($0.9)	($0.9)	($1.0)	($1.1)	($1.1)	($1.2)	($1.3)	($1.3)	($1.4)	($1.5)	($1.6)
Other Benefits	($0.5)	($0.5)	($0.6)	($0.6)	($0.7)	($0.7)	($0.7)	($0.7)	($0.8)	($0.8)	($0.8)	($0.8)
Services & Supplies	($5.5)	($4.7)	($4.9)	($5.1)	($5.3)	($5.6)	($5.8)	($5.6)	($5.8)	($6.1)	($6.4)	($6.6)
Total Expenses	**($11.1)**	**($10.5)**	**($11.4)**	**($11.8)**	**($12.1)**	**($12.6)**	**($13.0)**	**($13.0)**	**($13.5)**	**($14.1)**	**($14.6)**	**($15.2)**
Net Operating Revenues	($0.7)	($0.2)	$0.3	$0.2	$0.2	$0.1	$0.1	$0.6	$0.6	$0.6	$0.4	$0.4
Beginning Assigned GF Reserve	**$2.3**	**$2.6**	**$2.4**	**$2.7**	**$2.9**	**$3.1**	**$3.2**	**$3.3**	**$3.3**	**$3.4**	**$3.5**	**$3.7**
Operating Surplus/(Deficit)	**($0.7)**	**($0.2)**	**$0.3**	**$0.2**	**$0.2**	**$0.1**	**$0.1**	**$0.6**	**$0.6**	**$0.6**	**$0.4**	**$0.4**
Ending GF Reserve	**$2.6**	**$2.4**	**$2.7**	**$2.9**	**$3.1**	**$3.2**	**$3.3**	**$3.9**	**$3.3**	**$4.0**	**$3.9**	**$4.1**
Assigned GF Reserve of 25% (goal)	**$2.8**	**$2.6**	**$2.8**	**$3.0**	**$3.0**	**$3.1**	**$3.3**	**$3.3**	**$3.4**	**$3.5**	**$3.7**	**$3.8**
Assigned GF Reserve surplus/(deficit)	($0.2)	($0.2)	($0.1)	($0.0)	$0.1	$0.1	$0.1	$0.7	($0.1)	$0.5	$0.3	$0.3
Unassigned GF Reserve	**$0.0**	**$0.0**	**$0.0**	**$0.0**	**$0.1**	**$0.0**	**$0.1**	**$0.8**	**$0.7**	**$1.1**	**$1.4**	**$1.7**

Key Assumptions:
1) Property taxes grow at 3% per year except FY 18-20 when 2%
2) Sales taxes grow at 3% per year, except in FY 18-20 with 2 years at 2% and 1 year at -1%
3) TOT at 4% per year, except FY 18-20 at 2%
4) Salary expense grows at 2.5% per year (COLA). No change in headcount for 10 years except 10 months of Police Officer and PT Firefighters
5) PERS expense based on Valuation Report as of June 30, 2013, out years from report at 4% increase
6) SRF payment from General Fund ends in FY 21/22



Attachment 4

Baseline Revenue Forecast with FY 2014-15 actuals (unaudited) and adjusted FY 2015-16 budget ($3.9 M Capital Assets)

	actuals FY15	adjusted FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY25	FY26
Revenues												
Property Taxes & VLF	$3.9	$3.7	$3.8	$4.0	$4.1	$4.2	$4.3	$4.4	$4.6	$4.7	$4.9	$5.0
Sales Tax	$2.7	$2.8	$3.0	$3.1	$3.2	$3.4	$3.5	$3.6	$3.8	$4.0	$4.1	$4.3
Transit Occupancy Tax	$1.9	$1.9	$2.4	$3.0	$3.4	$3.5	$3.6	$3.8	$3.9	$4.1	$4.2	$4.4
Other Taxes	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.3	$0.4	$0.4	$0.4	$0.4	$0.4
Licenses and Permits	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6	$0.6
Other Revenues	$1.1	$1.0	$1.0	$1.1	$1.8	$1.9	$2.0	$2.0	$2.1	$2.2	$2.3	$2.5
Total Revenues	**$10.4**	**$10.3**	**$11.1**	**$12.0**	**$13.3**	**$13.8**	**$14.3**	**$14.8**	**$15.4**	**$16.0**	**$16.6**	**$17.2**
Expenses												
Salaries	($3.4)	($3.5)	($4.0)	($4.1)	($4.2)	($4.3)	($4.4)	($4.5)	($4.6)	($4.7)	($4.9)	($5.0)
PERS	($0.9)	($0.9)	($0.9)	($1.0)	($0.8)	($0.9)	($0.9)	($1.0)	($1.0)	($1.0)	($1.1)	($1.1)
Health Premiums	($0.8)	($0.9)	($0.9)	($1.0)	($1.1)	($1.1)	($1.2)	($1.3)	($1.3)	($1.4)	($1.5)	($1.6)
Other Benefits	($0.5)	($0.5)	($0.6)	($0.6)	($0.7)	($0.7)	($0.7)	($0.7)	($0.8)	($0.8)	($0.8)	($0.8)
Services & Supplies	($5.5)	($4.7)	($4.9)	($5.1)	($5.3)	($5.6)	($5.8)	($5.6)	($5.8)	($6.1)	($6.4)	($6.6)
Total Expenses	**($11.1)**	**($10.5)**	**($11.4)**	**($11.8)**	**($12.1)**	**($12.6)**	**($13.0)**	**($13.0)**	**($13.5)**	**($14.1)**	**($14.6)**	**($15.2)**
Net Operating Revenues	($0.7)	($0.2)	($0.2)	$0.2	$1.2	$1.3	$1.3	$1.8	$1.9	$1.9	$2.0	$2.0
Asset Recapitalization (streets)			**($3.1)**	**($3.2)**	**($2.3)**	**($2.4)**	**($2.5)**	**($1.3)**	**($1.4)**	**($1.4)**	**($1.5)**	**($1.5)**
Asset Recapitalization (other)			**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**	**($0.8)**
Net Operating Revenues with Asset Recapitalization			**($4.1)**	**($7.9)**	**($9.8)**	**($11.8)**	**($13.7)**	**($14.0)**	**($14.3)**	**($14.6)**	**($15.0)**	**($15.3)**

Key Assumptions:
1) Sales taxes grow at 4.2% per year
2) Property taxes grow at 3%per year
3) TOT at 4%
4) Salary expense grows at 2.5% per year (COLA). No change in headcount for 10 years except 10 months of Police Officer and PT Firefighters
5) PERS expense based on Valuation Report as of June 30, 2013, out years from report at 4% increase
6) General Fund payment of SRF ends in FY 21/22 7) $665,000 added in FY 18-19 for Measure T
8) no GF reserves added to this forecast