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

St. Helena City Council
Regular Meeting
April 12, 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 do so, but please observe the time limit of three minutes.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **PUBLIC FORUM:** Members of the public are entitled to speak on matters of municipal concern not on the agenda during Public Forum. Each person's comments shall be limited to 3 minutes. Each person is entitled to speak on any non-agendized item only once at any meeting. Brief questions by Councilmembers for clarifications may be posed and answered, and Councilmembers may make requests that items be placed on future agendas, but in accordance with state law, no substantive discussion or action may take place unless and until the matter properly appears on the agenda.

5. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:** Reports by staff and/or Councilmembers on items of general interest. Brief questions for clarification may be posed and answered, and Councilmembers may request that items be placed on a future agenda. Except under certain circumstances, the Brown Act prohibits any other discussion or action by the City Council.

   a. Consideration for the City Council to go dark during the Month Of July 2016 or for the second meeting only, which is July 26, 2016. – Cindy Black, City Clerk

PRESENTATIONS AND PUBLIC RECOGNITIONS

6. Proclamation – National Crime Victims' Rights Week - April 10 to 16, 2016 presented to Napa County District Attorney Gary Lieberstein and District Attorney's Office Victim Services Manager Yuka Kamiishi

7. Proclamation – Sexual Assault Awareness Month – April 2016 presented to Napa Emergency Women's Services, Sexual Assault Victim Services, Program Manager/Lead Advocate Judy Durham and Bilingual Advocate Alma Garcia

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)

8. Consideration and proposed approval of Regular and Special Meeting Minutes of:

a. Regular Meeting Minutes of June 9, 2015
b. Regular Meeting Minutes of June 23, 2015
c. Regular Meeting Minutes of July 14, 2015
d. Regular Meeting Minutes of July 28, 2015
e. Regular Meeting Minutes of August 11, 2015

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt

9. Consideration and proposed approval of a resolution requesting to purchase City-wide access to Safety Data Sheets (SDS) through MSDS Online and request a budget adjustment from FY 2015-16 City Manager General Fund Salary savings to Non-Departmental in an amount not to exceed $1,494.00

CEQA Status: Not a CEQA Project
Lead Staff: Kathy Robinson, Human Resources/IT Director
Recommendation: Adopt

10. Consideration and proposed approval of a resolution awarding Construction Contract for Mitchell Drive Sidewalk, Capital Improvement Project R-76 in the amount of $87,400 to AAA Concrete Construction; and authorize the Director of Public Works to approve change orders not to exceed 15% of the contract amount.

CEQA Status: Categorically Exempt from CEQA, Sections 15304, Minor Alterations to Land, 15061, "Common Sense" exemption".
Lead Staff: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

11. Consideration and proposed approval of a resolution awarding Construction Contract for 2015 Pavement Rehabilitation Project, Capital Improvement Project R-74 in the amount of $124,920 to American Asphalt Repair and Resurfacing Company; and authorize the Director of Public Works to approve change orders not to exceed 10% of the contract amount

<u>CEQA Status</u>: Categorically Exempt from CEQA, Sections 15301, Existing Facilities Class I, 15061, “Common Sense” exemption”.
<u>Prepared By</u>: Steven Palmer, PE, Director of Public Works/City Engineer
<u>Recommendation</u>: Adopt

12. Consideration and proposed approval of a resolution approving out-of-state travel for Wastewater Treatment Operator 2 Jarratt Rossini to attend the California Rural Water Association (CRWA) Conference in South Lake Tahoe, Nevada April 25-28, 2016 in an amount not to exceed $1,300.00

<u>CEQA Status</u>: Not a CEQA Project
<u>Prepared By</u>: Carlos Uribe, Public Works Maintenance Manager
Steven Palmer, PE, Director of Public Works/City Engineer
<u>Recommendation</u>: Adopt

13. Consideration and proposed approval of Resolution authorizing the City Manager to Execute a Joint Powers Agreement between the City of Napa and Participating Cities in the County of Napa for the Purpose of Disbursing California Board of State and Community Corrections Police Grant Funds Amongst the Parties and accept $9,504 in grant funds.

<u>CEQA Status</u>: Not a CEQA Project
<u>Prepared By</u>: William Imboden, Chief of Police
Tracey Perkosky, Grants Manager
<u>Recommendation</u>: Adopt

14. Consideration and proposed approval of Resolution approving an agreement with Nigro & Nigro to provide a Forensic Accounting Audit of the Comprehensive Flood Control Project for a total not to exceed amount of $60,000

<u>CEQA Status</u>: Not a CEQA Project
<u>Prepared By</u>: April Mitts, Finance Director
<u>Recommendation</u>: Adopt

15. Consideration and proposed approval of Resolution approving the SHES/SHPS Parent Teacher Group to host musical entertainment, and vendors at Lyman Park on Friday, May 6, 2016, between the hours of 5:00pm and 10:00pm, and waive the Encroachment Permit fee in the amount of $200.00, and authorizing City staff time to set-up and tear down of equipment

<u>CEQA Status</u>: Categorically exempt from CEQA, Sections 15323, 15061
<u>Prepared By</u>: Steven Palmer, PE, Director of Public Works/City Engineer
<u>Recommendation</u>: Adopt

NEW BUSINESS:

16. Consideration and proposed approval of a resolution approving the St. Helena Chamber of Commerce to host musical entertainment, mobile food truck, and vendors at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2016, between the hours of 5:30pm and 8:00pm and waive the Encroachment Permit fee in the amount of $200.00, and authorize City staff time for set up and tear down of equipment

CEQA Status: Categorically exempt from CEQA, Sections 15323, 15061
Prepared By: Steve Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

17. Consideration and proposed approval of a resolution setting fees for Special Events; Harvest Festival and 4th of July Fireworks

CEQA Status: Not a CEQA Project
Prepared By: Haidi Arias, Recreation Director
Recommendation: Adopt

18. Consideration and proposed approval of a resolution approving an In-Lieu Water Neutrality Fee in the amount of $38,000 for Tentative Parcel Map at 601 Fulton Lane

CEQA Status: Categorically Exempt from CEQA, Sections 15315 Class 15, Minor Land Divisions, 15061, “Common Sense exemption”
Prepared By: Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

19. Provide direction for the closure of the existing residential used motor oil recycling facility adjacent to 1574 Railroad Avenue

CEQA Status: Categorically Exempt from CEQA, Sections 15301, 15330 and 15061, “Common Sense exemption”
Prepared By: Carlos Uribe, Public Works Maintenance Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Provide direction

20. Fiscal Year 2015/16 3rd Quarter Finance Report

CEQA Status: Not a CEQA Project
Prepared By: April Mitts, Finance Director
Recommendation: Receive and file

21. Consideration and proposed approval of a resolution adopting the City of St. Helena’s Vision and Mission Statements

CEQA Status: Not a CEQA Project
Prepared By: Jennifer Phillips, City Manager
Recommendation: Adopt

ADJOURNMENT The next Regular City Council meeting is scheduled for April 26, 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 April 8, 2016.

Cindy Black

Cindy Black, City Clerk

In Compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call the City Clerk's Office (707) 967-2792. Notification 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

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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City of St. Helena

PROCLAMATION

National Crime Victims' Rights Week – April 10 to 16, 2016

WHEREAS, in 1981, President Reagan first declared Crime Victims' Rights Week to help focus the nation's attention on the impact of crime on victims; and

WHEREAS, crime can touch the lives of anyone regardless of their backgrounds, and many victims face challenges in finding appropriate services; and

WHEREAS, crime imposes devastating emotional, physical, financial, spiritual and social impact not only on victims and survivors, but also their family members, friends, neighbors, schools, and the entire community; and

WHEREAS, this year's theme, *Serving Victims. Building Trust. Restoring Hope.*, emphasizes the importance of honoring the rights of victims, providing and locating necessary and appropriate support and assistance, and helping to restore their hope in the process; and

WHEREAS, the Napa County District Attorney's Office, Victim Services Division is joining forces with victim services providers, criminal justice agencies, and concerned citizens throughout the County of Napa and America to raise awareness of victims' rights by observing National Crime Victims' Rights Week.

NOW THEREFORE, I, Alan Galbraith, as Mayor of the City of St. Helena, do hereby proclaim the week of April 10 through 16, 2016, as National Crime Victims' Rights Week and reaffirm Napa County's commitment to respect and enforce victims' rights; to address their needs during National Crime Victims' Rights Week and throughout the year; and to express our appreciation for those victims and crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

Dated: April 12, 2016

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Alan Galbraith, Mayor
City of St. Helena

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Item No: 7

CITY OF ST. HELENA PROCLAMATION

Sexual Assault Awareness Month
April 2016

The month of April 2016 is Sexual Assault Awareness Month in California, and throughout the United States, This year's campaign is dedicated to sexual violence prevention, it requires many voices and roles, when consent is understood and respected, when individuals support change and everyone is involved. **"Prevention is possible and it starts with you."**

Whereas, Sexual Assault Awareness Month is intended to spread knowledge that sexual violence is a widespread problem, but is preventable. Individuals, communities and the private sector can all promote the building blocks of prevention, safety, respect, consent and equality. There is no room for pressure, violence or control. As individuals, we have a role to promote positive behavior, healthy relationships, and creating safe environments; and

Whereas, Prevention is possible when misconceptions are eliminated. To use our voice and share information with communities and organizations, we should serve as leaders in prevention by; creating and strengthening safety policies, promoting respect, providing support for survivors and ensuring they receive appropriate help and connection with resources. Businesses and corporations have an important role in sexual violence prevention, by promoting healthy relationships with clients and consumers, promoting positive messages through marketing campaigns and investing time and funds in programs and organizations working to end sexual violence; and

Whereas, Sexual Assault Victim Services, a program of NEWS, has promoted healthy sexuality and prevention of sexual assault for over 35 years, also provides 24-hour crisis line service to survivors and their significant others, offers education, responds to emergency calls, and offers support and comfort during forensic medical exams, all criminal proceedings. NEWS' Sexual Assault Victims Services requests public support throughout Napa County to create a future where women, men and children can live free from violence and exploitation. With leadership and dedication, we can promote healthy sexuality and prevent sexual violence in the City of St. Helena and throughout Napa County. Together we can all create change and speak out against harmful actions; ***Prevention is Possible.***

Now, therefore, let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the month of April 2016, as **Sexual Assault Awareness Month** in St. Helena and I commend this observance to all citizens.

Dated: April 12, 2016

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Alan Galbraith, Mayor
City of St. Helena

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Item No: a 8

REGULAR MEETING
ST. HELENA CITY COUNCIL
JUNE 9, 2015

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

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

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

3. **ROLL CALL**

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

* Councilmember Sharon Crull participated by phone from Courtyard by Marriott, Bistro Room, 500 Highland Dr., Newark, Ohio 43055

4. **PUBLIC FORUM:**

Scott Decker, Norma Feliz and Lowell Smith addressed the City Council

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

City Clerk Black invited the community to apply for various boards, committee and board vacancies.

Public Works Director Palmer reported that PG&E will be conducting additional remediation work on their Mitchell Drive site. Director Palmer also introduced Water Conservation Coordinator Jennifer Tuell and invited her to give Council a drought update.

Water Conservation Coordinator Jennifer Tuell reported the current drought status and conservation measures in the community.

Mayor Galbraith acknowledged former Library Director Jennifer Baker for her years of service to the library.

STAFF BRIEFING:

6. Community Engagement Program/Community Communications Survey Results –

Mari Martinez Serrano, Community Engagement Coordinator

Community Engagement Coordinator Mari Martinez Serrano reported on the survey results and highlighted the most useful survey takeaways to the Council. She also noted the full survey results are available on the City's website.

CONSENT ITEMS:

Councilmember Dohring requested removal of Item 8.

7. Consideration and proposed approval of a resolution 2015-59 renewing the Fire/Emergency Dispatch Services Agreement with Cal Fire for a period of July 1, 2015 through June 30, 2018 in the amount of $104,330
   CEQA Status: Not a CEQA Project
   Lead Staff: John Sorensen, Fire Chief
   Recommendation: Adopt

Councilmember Dohring removed Item 8.

~~8. Consideration and proposed approval of a resolution 2015-60 approving a Contract in the amount of $40,000 with Zambelli Fireworks for a City-Sponsored Firework Show located at Crane Park on July 4, 2015~~
   ~~CEQA Status: This item has been determined to be exempt from CEQA under Section 15061. (3) as it has no potential to impact the environment~~
   ~~Lead Staff: Haidi Arias, Recreation Director~~
   ~~Recommendation: Adopt~~

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

   Councilmember Dohring moved to approve Consent Items 7 and 9. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

   NOES: None

   ABSENT: None

Item Removed from the Consent Calendar:

8. Consideration and proposed approval of a resolution 2015-60 approving a Contract in the amount of $40,000 with Zambelli Fireworks for a City-Sponsored Firework Show located at Crane Park on July 4, 2015
   CEQA Status: This item has been determined to be exempt from CEQA under Section 15061. (3) as it has no potential to impact the

environment
Lead Staff: Haidi Arias, Recreation Director
Recommendation: Adopt

Recreation Director Arias and City Manager Phillips answered specific contractual questions and a roundtable discussion ensued.

Parks and Recreation Commissioner and Fireworks Chair Kim Phinney addressed the Council.

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

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

NOES: None

ABSENT: None

NEW BUSINESS

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

Jay Green, Leslie Stanton, Pat Dell, Linda Burton, Bonnie Long, Dave Reid and a citizen addressed the City Council.

A round table discussion ensued regarding the presented reductions. It was the consensus of the City Council to have further reduction discussions and to keep the Teen Center open to the public.

Mayor Galbraith called for a break at 8:12 pm.

The meeting reconvened at 8:22 pm.

11. Consideration and proposed approval of a resolution 2015-61 establishing governing framework for the administration of the Tweed Trust Funds for St. Helena Public Library and rescinding City Council resolution 2006-102
CEQA Status: Not a CEQA project
Lead Staff: Jennifer Phillips, City Manager
Recommendation: Adopt

Jay Green Norma Feliz, Leslie Stanton and Lowell Smith addressed the City Council.

Vice Mayor White moved to adopt resolution 2015-61 establishing governing framework for the administration of the Tweed Trust Funds for St. Helena Public Library and rescinding City Council resolution 2006-102. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

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

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

No public comment received.

It was the consensus of the City Council to receive and file the presented Five-Year Capital Improvement Plan (Fiscal Years 2015/2016 to 2019/2020).

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

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

No public comment received.

It was the consensus of the City Council to direct staff to continue to work with the St. Helena School District and bring back an agreement to manage the pool.

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 9:32 p.m.

APPROVED:	**ATTEST:**
______________________	______________________
Alan Galbraith, Mayor	Cindy Black, City Clerk

Item No: 8

REGULAR MEETING
ST. HELENA CITY COUNCIL
VINTAGE HALL BOARD ROOM – SECOND FLOOR
465 MAIN STREET, ST. HELENA
June 23, 2015
6:00 P.M. REGULAR MEETING

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

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Councilmembers Dohring, Pitts, Crull (7:16 pm arrival), White, Mayor Galbraith
Absent: None

4. PUBLIC FORUM:

Jay Green, Lowell Smith, Leslie Stanton, Antonia Allegra, Susan Wren, Debra Schlesinger and Geoff Ellsworth addressed the City Council.

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

Finance Director Mitts announced the City is soliciting requests for proposals for a new auditing firm.

PRESENTATIONS AND PUBLIC RECOGNITIONS

6. Proclamation – A proclamation adopting the Napa County Children's Bill of Rights, was presented to Sara Cakebread on behalf of Funding the Next Generation Napa

STAFF BRIEFING

7. Bi-Annual Crime Stats Presentation – Jacqueline Rubin, Chief of Police

Police Chief Rubin presented the Police Department's bi-annual crime statistics.

CONSENT ITEMS:

A citizen requested to remove Item 8.

8. ~~Consideration and proposed approval of a resolution approving a Budget adjustment transferring $94,253 from the General Fund (101) to the Recreation Programs Fund (289)~~
   ~~CEQA Status: Not a CEQA Project~~
   ~~Lead Staff: April Mitts, Finance Director~~
   ~~Recommendation: Adopt~~

9. Consideration and proposed approval of a resolution approving of Payment to City of Napa for Final 50% FY 2014-15 Housing Services Agreement in the amount of $17,374.00 per Resolution No. 2014-38
   <u>CEQA Status:</u> Not a CEQA Project
   <u>Lead Staff:</u> April Mitts, Finance Director
   <u>Recommendation:</u> Adopt

10. Consideration and proposed approval of a resolution finding and exemption from CEQA, approving and adopting the project manual, and authorizing the bid request for St. Helena on-call contract for sewer, water, storm water, and surface maintenance. This action will allow the City to select a contractor to utilize for smaller repairs and maintenance projects.
    <u>CEQA Status:</u> Categorically Exempt Section 15301
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

A citizen requested to remove Item 11.

11. ~~Consideration and proposed approval of a resolution clarifying purposes for which Tweed Trust Funds may be expended and rescinding City Council Resolution No. 2006-47. Resolution No. 2006-47 was erroneously rescinded due to a typographical error, Council is being asked to formally rescind this resolution and adopt a new resolution with the same language to provide clarification.~~
    ~~CEQA Status: Not a CEQA Project~~
    ~~Lead Staff: April Mitts, Finance Director~~
    ~~Recommendation: Adopt~~

12. Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2015/2016 to 2019/2020)
    <u>CEQA Status:</u> Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

    Councilmember Dohring moved to approve Consent Items 9, 10 and 12. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

    AYES: Councilmembers Dohring, White, Pitts and Mayor Galbraith

    NOES: None

ABSENT: Councilmember Crull

8. Consideration and proposed approval of a resolution approving a Budget adjustment transferring $94,253 from the General Fund (101) to the Recreation Programs Fund (289)
   CEQA Status: Not a CEQA Project
   Lead Staff: April Mitts, Finance Director
   Recommendation: Adopt

   Linda Burton addressed the City Council.

   Vice Mayor White moved to approve Consent Item 8. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

   AYES: Councilmembers White, Dohring, Pitts and Mayor Galbraith

   NOES: None

   ABSENT: Councilmember Crull

11. Consideration and proposed approval of a resolution clarifying purposes for which Tweed Trust Funds may be expended and rescinding City Council Resolution No. 2006-47. Resolution No. 2006-47 was erroneously rescinded due to a typographical error, Council is being asked to formally rescind this resolution and adopt a new resolution with the same language to provide clarification.
   CEQA Status: Not a CEQA Project
   Lead Staff: April Mitts, Finance Director
   Recommendation: Adopt

   Lowell Smith, Skip Lane and Robyn Orsini addressed the City Council.

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

   AYES: Councilmembers White, Pitts, Dohring and Mayor Galbraith

   NOES: None

   ABSENT: Councilmember Crull

PUBLIC HEARING

13. Introduce, Waive First Reading, and Read by Title Only an Ordinance to Amend Chapter 13.04 Water Service System of the St Helena Municipal Code to include Emergency Drought Regulations
   CEQA Status: Categorically Exempt Section 15301
   Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
   Recommendation: Introduce and Waive First Reading

   Mayor Galbraith opened the public hearing.

Bobbi Monnette and Robyn Orsini addressed the City Council.

Mayor Galbraith closed the public hearing.

Councilmember Dohring moved to waive the first reading and introduce by title only an Ordinance to amend Chapter 13.04 Water Service System of the St Helena Municipal Code to include Emergency Drought Regulations. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Dohring, White, Pitts and Mayor Galbraith

NOES: None

ABSENT: Councilmember Crull

Council directed staff to report drought activity on a monthly basis.

NEW BUSINESS

Councilmember Crull joined the dais at 7:16 pm.

14. Consideration and proposed approval of a resolution 2015-67 authorizing submittal of a grant application to the California Department of Housing and Community Development for up to $500,000 in grant funding under the HOME Investment Partnership program to create a low income household rehabilitation program
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Noah Housh, Planning and Community Improvement Director
<u>Recommendation:</u> Adopt

Napa County Affordable Housing Representative Andrea Clark addressed the City Council regarding the proposed program.

Pat Dell addressed the Council.

Councilmember Pitts moved to adopt resoluition 2015-67 authorizing submittal of a grant application to the California Department of Housing and Community Development for up to $500,000 in grant funding under the HOME Investment Partnership program to create a low income household rehabilitation program. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

15. Consideration and proposed approval of a resolution notifying the interest to sell an

affordable housing unit located at 1641 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase the property

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Noah Housh, Planning and Community Improvement Director
<u>Recommendation:</u> Adopt

Napa County Affordable Housing Representative Andrea Clark addressed the City Council regarding the proposed program.

Pat Dell addressed the Council.

Councilmember Pitts moved to adopt resolution 2015-68 notifying the interest to sell an affordable housing unit located at 1641 Voorhees Circle and direction as to whether the City desires to exercise its option to purchase the property. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

Mayor Galbraith called for a break at 7:42 pm.

The meeting reconvened at 7:55 pm.

16. Consideration and proposed approval of a resolution 2015-69 authorizing the Grant Closeout of CA Office of Emergency Services (OES) Project 1628, Notification of Unclaimed Reimbursement of $113,760.00, and Resolution to Authorize City Manager to Return $52,772 in Unspent Funds

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> April Mitts, Finance Director
Tracey Perkosky, Grants Manager
<u>Recommendation:</u> Adopt

No public comment received.

Councilmember Dohring moved to adopt resolution 2015-69 authorizing the grant closeout of CA Office of Emergency Services (OES) Project 1628, notification of unclaimed reimbursement of $113,760.00, and authorize City Manager to return $52,772 in unspent funds. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

17. Consideration and proposed approval of a resolution 2015-70 adopting the St. Helena FY 15/16 Budget
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Jennifer Phillips, City Manager
April Mitts, Finance Director
<u>Recommendation:</u> Adopt

Jay Green, Lowell Smith, Pat Dell, Debra Schlesinger and Norma Feliz addressed the City Council.

Councilmember Crull moved to adopt resolution 2015-70 adopting the St. Helena FY 15/16 Budget. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

AYES: Councilmembers Crull, Pitts, White and Mayor Galbraith

NOES: Councilmember Dohring

ABSENT: None

18. Consideration to approve a letter of support and in-kind contributions for Common Heritage Grant Application to be submitted by St. Helena Historical Society
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> April Mitts, Finance Director
Tracey Perkosky, Grants Manager
<u>Recommendation:</u> Approve

St. Helena Historical Society Administrator Bonnie Thoreen addressed the City Council.

Councilmember Crull moved to approve a letter of support and in-kind contributions for Common Heritage Grant Application to be submitted by St. Helena Historical Society. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

19. Consideration and proposed approval of a resolution approving the Ground Lease for $1.00 annually between the City and the St. Helena Historical Society for the siting of a historic school house on a portion of the City property located at 1492 Library Lane

<u>CEQA Status:</u> Categorically Exempt under Sections 15301, 15303, & 15304. The project is purely a request for lease approval to allow future relocation of an existing structure to the project site at 1492 Liberty Lane.
<u>Lead Staff:</u> Jennifer Phillips, City Manager
<u>Recommendation:</u> Approve

St. Helena Historical Society Board of Directors Vice President Susanne Salvestrin, St. Helena Historical Society Board of Directors President Skip Lane, Pat Dell and Bobbie Monnette addressed the City Council.

Councilmember Crull moved to refer this item to the Planning Commission for consideration and recommendation as to the site issue and not approve the ground lease at this time. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 9:51 p.m.

APPROVED: **ATTEST:**

Alan Galbraith, Mayor

Cindy Black, City Clerk

Item No: c 8

REGULAR MEETING
ST. HELENA CITY COUNCIL
July 14, 2015

5:30 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA

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

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

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

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

2. CLOSED SESSION

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

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

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

4. PLEDGE OF ALLEGIANCE

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

5. ROLL CALL

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

Councilmember Crull was present at the meeting and did not participate by phone as agendized. (~~From 1024 East Balboa Blvd. Newport Beach, CA 92661~~)

6. **PUBLIC FORUM:**

No public comment received.

7. **REPORTS BY STAFF AND CITY COUNCIL, FUTURE AGENDA ITEMS, and AB 1234 REPORTS:**
   a. Cancellation of the August 25, 2015 City Council meeting, Cindy Black, City Clerk

Mayor Galbraith announced that there is a vacancy on the Napa County Open Space Committee.

CONSENT ITEMS:

8. Consideration and proposed approval of a resolution 2015-71 approving a contract amendment/Consultant Services Agreement with Jerry Haag, Consulting Planner to provide professional planning services for an additional amount of $20,000, and for a total contract amount not to exceed $145,000
   CEQA Status: Not a CEQA Project
   Lead Staff: Noah Housh, Planning and Community Improvement Director
   Recommendation: Adopt

9. Consideration and proposed approval of a resolution 2015-72 approving an agreement with MarinIT to provide information technology services for a total not to exceed amount of $60,000.00
   CEQA Status: Not a CEQA Project
   Lead Staff: April Mitts, Finance Director
   Recommendation: Adopt

10. Consideration and proposed approval of a resolution 2015-73 approving a contract extension/Consultant Services Agreement with Municipal Resource Group to provide professional planning services for an additional amount of $40,000, and for a total contract amount not to exceed $131,500
   CEQA Status: Not a CEQA Project
   Lead Staff: Noah Housh, Planning and Community Improvement Director
   Recommendation: Adopt

11. Second Reading and Adoption of Proposed Ordinance 2015-5 to Amend Chapter 13.04 Water Service System of the St Helena Municipal Code to include Emergency Drought Regulations
   CEQA Status: Categorically Exempt, Sections 15269(c) and 15307
   Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
   Recommendation: Waive second reading and adopt

12. Recommendation to the Napa County Board of Supervisor's that St. Helena resident Peter F. Murphy be re-appointed to the Napa County Measure A Financial Oversight Committee
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Cindy Black, City Clerk
<u>Recommendation:</u> Recommend Re-Appointment

Councilmember Dohring pulled Item 13.

~~13. Consideration and proposed approval of a resolution approving a two year Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of $210,000.00 for Fiscal Year 2015/16 with an Annual Review of the Scope of Services and Budget for Fiscal Year 2016/17~~
~~CEQA Status: Not a CEQA project~~
~~Lead Staff: April Mitts, Finance Director~~
~~Recommendation: Adopt~~

14. Consideration and proposed approval of a Resolution 2015-75 approving a budget adjustment for National Oceanic and Atmospheric Administration (NOAA) fines in the amount of $25,760 to Fund 561
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> April Mitts, Finance Director
<u>Recommendation:</u> Adopt

Councilmember Dohring moved to approve Consent Items 8-12 and 14. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

13. Consideration and proposed approval of a resolution 2015-74 approving a two year Marketing and Promotional Services Agreement Between the City of St. Helena and the St. Helena Chamber of Commerce for a Maximum Sum of $210,000.00 for Fiscal Year 2015/16 with an Annual Review of the Scope of Services and Budget for Fiscal Year 2016/17
<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> April Mitts, Finance Director
<u>Recommendation:</u> Adopt

Chamber President Pam Simpson addressed the City Council.

Councilmember Dohring moved to approve Consent Item 13 and requested the Chamber come to the first City Council meeting in September and provide their performance measures. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

NEW BUSINESS

15. Consideration and proposed approval of a resolution 2015-76 approving a three-year Professional Services Agreement with Van Lant & Fankhanel, LLP in the amount of $29,700 annually for audit services
CEQA Status: Not a CEQA project
Lead Staff: April Mitts, Finance Director
Recommendation: Adopt

No public comment received.

Councilmember Crull moved to adopt resolution 2015-76 approving a three-year Professional Services Agreement with Van Lant & Fankhanel, LLP in the amount of $29,700 annually for audit services. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

16. Consideration and proposed approval of a resolution 2015-77 appointing applicants to various boards, commissions and committees:
    a. Consideration of a resolution appointing one applicant to fulfill the Planning Commission vacancy left by Matthew Heil's resignation with the term ending June 30, 2016

    b. Consideration of Resolution appointing and filling four expired terms to the Active Transportation Committee

    c. Consideration of Resolution appointing and filling three expired terms to the Library Board of Trustees

    d. Consideration of Resolution appointing and filling two expired terms to the Multi-Cultural Committee

    e. Consideration of Resolution appointing and filling one vacant term to the Napa County Mosquito Abatement District

    f. Consideration of Resolution appointing and filling one expired term to the Parks and Recreation Commission

g. Consideration of Resolution appointing and filling five expired terms to the Sustainability Committee

h. Consideration of Resolution appointing and filling six expired terms to the Tree Committee

CEQA Status:	Not a CEQA project
Lead Staff:	Cindy Black, City Clerk
Recommendation:	Mayor appointment and Council majority vote approving applicants to various boards, commissions and committees

Mary Koberstein and Donna Hinds addressed the City Council.

Mayor Galbraith moved to appoint:

Planning Commission

1. The Mayor hereby appoints **Mary Koberstein** to the St. Helena Planning Commission filling a vacant term expiring on June 30, 2016.

Active Transportation Committee

1. The Mayor hereby appoints **VACANT** filling a vacant term expiring on June 30, 2016; and
2. The Mayor hereby appoints **Michael Chisek** and **Brian Cramer** for a two year term expiring on June 30, 2017; and
3. The Mayor hereby appoints **VACANT** as an alternate for a two year term to the St. Helena Active Transportation Committee expiring on June 30, 2017.

Library Board of Trustees

1. The Mayor hereby appoints **David Phinney**, **Terry Wood** and **Lin Weber** to the St. Helena Library Board of Trustees for a two year term expiring on June 30, 2017.

Multi-Cultural Committee

1. The Mayor hereby appoints **Milagros Castro** and **VACANT** to the Multi-Cultural Committee for a two year term expiring on June 30, 2017.

Napa County Mosquito Abatement District

1. The Mayor hereby appoints **Brian Cramer** to the Napa County Mosquito Abatement District filling a vacant term expiring on June 30, 2019.

Parks and Recreation Commission

1. The Mayor hereby appoints **Matthew Demchuk** to the Parks and Recreation Commission filling a vacant term expiring on June 30, 2017.

Sustainability Committee

1. The Mayor hereby appoints **Thomas Vence** and **Sara Chappellet** to a two year term expiring on June 30, 2017; and
2. The Mayor hereby appoints **Tara Blum** to a one year term expiring on June 30, 2016; and
3. The Mayor hereby appoints **VACANT** as an alternate for a one year term expiring on June 30, 2016; and
4. The Mayor hereby appoints **VACANT** to the Sustainability Committee for an alternate two year term expiring on June 30, 2017.

Tree Committee

1. The Mayor hereby appoints **Connie Kay** and **Carol Troy** to a one year term expiring on June 30, 2016; and
2. The Mayor hereby appoints **Scott Freeland** and **Edie Kausch** to a two year term expiring on June 30, 2017; and
3. The Mayor hereby appoints **Joan Westgate** as an alternate for a two year term expiring on June 30, 2017; and
4. The Mayor hereby appoints **Susan Allen** as an alternate to the St. Helena Tree Committee for a one year term expiring on June 30, 2016.

Adopting resolution 2015-77 appointing applicants to various boards, commissions and committees. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 6:50 p.m.

APPROVED: **ATTEST:**

____________________________ ____________________________

Alan Galbraith, Mayor | Cindy Black, City Clerk

Item No: 8

REGULAR MEETING
ST. HELENA CITY COUNCIL
July 28, 2015

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

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

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

1. PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION

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

2. CLOSED SESSION

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

b. Conference with Legal Counsel—Existing Litigation; Gov. Code § 54956.9(d)(1)
Name of Case: City of St. Helena v. Saldana
Napa County Superior Court Case No: 26-66562

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

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

4. PLEDGE OF ALLEGIANCE

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

5. ROLL CALL

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

6. PUBLIC FORUM:

Chuck Vondra addressed the City Council.

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

Planning & Community Development Director Noah Housh reported that approved short term rentals are now publicly available on the City's website.

Councilmember Dohring requested to agendize the Adams Street property discussion in September.

STAFF BRIEFING:

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

Water Conservation Coordinator Jennifer Tuell addressed the City Council and provided a water/drought update.

PRESENTATIONS AND PUBLIC RECOGNITIONS

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

Mayor Galbraith called a recess at 6:11 pm.

The meeting reconvened at 6:13 pm.

MCE Community Development Manager Allison Hang addressed the City Council and provided an overview of Marin Clean Energy (MCE).

Recolte Energy President Gopal Shanker addressed the City Council.

CONSENT ITEMS:

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

CEQA Status: Not a CEQA project
Lead Staff: Cindy Black, City Clerk
Recommendation: Approve

11. Consideration and proposed resolution 2015-79 approving First Amendment to the Professional Services Agreement with Coastland Civil Engineering Inc. in the amount of $10,000.00 for plan review Engineering Services for a total amount not to exceed $20,000.00
CEQA Status: Not a CEQA Project
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

12. Consideration and proposed approval of a resolution 2015-80 finding an exemption from CEQA; approving and adopting the project manual; and authorizing the bid request for Charter Oak Avenue and Highway 29 sewer repair project from Capital Improvement Project S-16 Miscellaneous Maintenance Projects
CEQA Status: Categorically Exempt Section 15301
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

13. Consideration and proposed approval of a resolution 2015-81 setting a hearing to approve annexation of territory into the St. Helena Municipal Sewer District No. 1, MSD Annexation No. 118 (609 McCorkle Avenue, St Helena, CA APN. 009-010-014-000)
CEQA Status: Categorically Exempt, CEQA Guidelines Section 15319, Annexations of Existing Facilities and Lots for Exempt Facilities, and Section 15061, No Possibility of Significant Effect on the Environment
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

14. Consideration and proposed resolution 2015-82 approving Second Amendment to Agreement for Consultant Services with Consolidated CM for Construction Management and Inspection Services in the amount of $6,775.45 for a total contract amount of $360,331.70 for Water Tank 1A Construction Project W-83
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

15. Consideration and proposed resolution 2015-83 approving extension of License Agreement #14WBR0004N between the National Oceanic and Atmospheric Administration (NOAA) Office of Atmospheric Research and the City of St. Helena for the Placement of a Precipitation Radar and Gauge at the Louis Stralla Water Treatment Plant
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

16. Consideration and proposed approval of a resolution 2015-84 authorizing "piggy-back" purchase from Wondries Fleet Group through State of California Department

of General Service Procurement Division Contract Statewide Commodity Contract Number 1-14-23-20 A-G for purchase of two 2015 Ford F250 Extended Cab replacement trucks for the Public Works Department for a total amount not to exceed $49,119.66

CEQA Status: Not a CEQA project
Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

17. Consideration and proposed resolution 2015-85 authorizing "piggy-back" purchase from RDO Equipment Co. through National Joint Powers Alliance (NJPA) for purchase of a new 12" brush chipper for the Public Works Department for an amount not to exceed $42,333.46

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

Councilmember Dohring pulled Item 18 from the consent calendar.

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

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

19. Consideration and proposed resolution 2015-87 authorizing a 60 month lease agreement between the City of St. Helena and Xerox for a new copy machine at the Fire Department for a total cost of $12,355.20

CEQA Status: Not a CEQA project
Lead Staff: John Sorensen, Fire Chief
Recommendation: Adopt

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

CEQA Status: Not a CEQA project
Lead Staff: Cindy Black, City Clerk
Recommendation: Recommend

A citizen pulled Item 21 from the consent calendar.

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

~~CEQA Status:~~ ~~Not a CEQA project~~
~~Lead Staff:~~ ~~Victor Carniglia, Planning Consultant~~
~~Recommendation:~~ ~~Adopt~~

22. Consideration and proposed resolution 2015-89 finding an exemption from CEQA for the 2015 Pavement Rehabilitation Project; approving and adopting the Project Manual; and authorizing the bid request for 2015 Pavement Rehabilitation Project for designated streets
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

Councilmember Dohring moved to approve Consent Items 10-17, 19-20 and 22. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

Consent Items removed:

18. Consideration and proposed approval of a resolution 2015-86 approving a Professional Services Agreement with Piña Vineyard Management in the amount of $13,200.00 for the discing of the Wastewater Treatment and Reclamation Plant's effluent disposal irrigation spray fields
CEQA Status: Categorically Exempt, Section 15301, Existing Facilities Class I
Lead Staff: Kathy Robinson, Operations Manager
Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

No public comment received.

Director of Public Works/City Engineer Steven Palmer reported on this item and answered any questions.

Vice Mayor White moved to approve Consent Item 18. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

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

NOES: None

21. Consideration and proposed resolution 2015-88 for a contract amendment increasing the current contract amount with Urban Planning Partners by $52,320 to a new total of $140,910 to update the Environmental Impact Report previously prepared for the proposed Hunter Project, which consists of a Subdivision application for 51 single family residential lots and a 3.4 acre parcel for multiple family site. The entire cost of this work is the responsibility of the Hunter project proponent, not the City.

<u>CEQA Status:</u> Not a CEQA project
<u>Lead Staff:</u> Victor Carniglia, Planning Consultant
<u>Recommendation:</u> Adopt

John Milliken and Chuck Vondra addressed the City Council.

Planning Consultant Victor Carniglia reported on this item and answered any questions.

Councilmember Dohring moved to approve Consent Items 21. The motion was seconded by Vice Mayor White and on roll call carried by the following vote:

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

NOES: None

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 7:06 p.m.

APPROVED: **ATTEST:**

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Alan Galbraith, Mayor Cindy Black, City Clerk

Item No: 8

REGULAR MEETING
ST. HELENA CITY COUNCIL
August 11, 2015

4:00 PM CLOSED SESSION
CITY HALL CONFERENCE ROOM,
1480 MAIN STREET, ST. HELENA

5:00 P.M. STUDY SESSION
465 MAIN STREET, ST. HELENA
VINTAGE HALL BOARD ROOM – SECOND FLOOR

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

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

**** Councilmember Greg Pitts will participate by phone***
From 1711 Cedar Crest
Tahoe City, CA 96145

1. **PUBLIC COMMENTS PERTAINING TO THE CLOSED SESSION**

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

2. **CLOSED SESSION**
   - **a.** Public Employee Performance Evaluation - Government Code Section 54957 Position: City Manager

3. **OPEN SESSION – COUNCIL WILL RETURN TO OPEN SESSION AND ANNOUNCE ACTIONS TAKEN IF ANY (5:00 P.M.)**

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

4. **PLEDGE OF ALLEGIANCE**

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

5. **ROLL CALL**

* Councilmember Greg Pitts will participated by phone from 1711 Cedar Crest, Tahoe City, CA 96145

4:00 PM CLOSED SESSION
Present: Councilmembers Dohring, *Pitts, Crull, White, Mayor Galbraith
Absent: None

5:00 P.M. STUDY SESSION
Present: Councilmembers Dohring, Crull, White, Mayor Galbraith
Absent: Councilmember Pitts

6:00 P.M. REGULAR MEETING
Present: Councilmembers Dohring, *Pitts, Crull, White, Mayor Galbraith
Absent: None

6. **PUBLIC COMMENTS PERTAINING TO THE STUDY SESSION**

Mary Stephenson and Pat Dell addressed the City Council.

7. **STUDY SESSION**

   a. Preliminary presentation of conceptual plans for an 80-room hotel and resort development proposal to be located at 1000 Mills Lane, submitted by Ted Hall of Farmstead at Long Meadow Ranch. No entitlement applications have been filed, and no formal actions will be taken, therefore no development rights will be granted as an outcome of this review.
   CEQA Status: Not a CEQA project as no action is taken and no entitlements will be granted, this item is purely an informational presentation.
   Presenter: Ted Hall, Farmstead at Long Meadow Ranch

Farmstead at Long Meadow Ranch representative Ted Hall provided a presentation to the City Council.

David Gould addressed the City Council.

8. **OPEN SESSION – COUNCIL WILL CONVENE TO REGULAR SESSION (6:00 P.M.)**

Mayor Galbraith called for a recess at 6:00 pm.

The meeting reconvened at 6:10 pm.

9. PUBLIC FORUM:

Pat Dell addressed the City Council.

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

City Manager Jennifer Phillips acknowledged the St. Helena Police Officers Association for their patience and understanding while the City works through a payroll issue.

Finance Director April Mitts reported on the upcoming FY 14/15 audit process.

City Clerk Cindy Black invited the community to apply for vacant boards, committees and Commisssions.

Planning & Community Development Director Noah Housh invited the community to attend the upcoming Short Term Rental Town Hall Meeting.

PRESENTATIONS AND PUBLIC RECOGNITIONS

11. Proclamation – Proclaiming September "Childhood Cancer Awareness Month"

12. Proclamation – Proclaiming October "Manufacturing Awareness and Appreciation Month"

CONSENT ITEMS:

13. Consideration and proposed approval of Special and Regular Meeting Minutes of:
    a. Special Goal Setting Meeting Minutes of February 27, 2015
    b. Regular Meeting Minutes of March 10, 2015

    CEQA Status: Not a CEQA project
    Lead Staff: Cindy Black, City Clerk
    Recommendation: Approve

14. Consideration and proposed resolution 2015-90 approving the use of Lyman Park on September 16, 2015 for the Mexican Independence Day celebration event by the St. Helena Multicultural Committee

    CEQA Status: The project qualifies for a Class 1 Categorical Exemption under Section 15301 in that it is a use of an existing public facility completely involving no expansion of use and completely within the City jurisdiction.
    Lead Staff: Cindy Black, City Clerk
    Recommendation: Adopt

15. Consideration and proposed resolution 2015-91 approving a professional services agreement with MuniServices for a vacation rental discovery and review program for a cost not to exceed $2,000 for travel and out-of-pocket expenses and a contingency fee of 45% of the additional revenue received by the City from their services
    <u>CEQA Status:</u> Not a CEQA Project
    <u>Lead Staff:</u> April Mitts, Finance Director
    <u>Recommendation:</u> Adopt

16. Consideration and proposed resolution 2015-92 awarding and approving a construction contract not to exceed $175,000 with G.D.Neilson Construction, Inc. for the St. Helena Sewer, Water, Storm Water, and Surface On-Call Contract – 2015
    <u>CEQA Status:</u> Categorically Exempt, Section 15301, Existing Facilities
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

17. Consideration and proposed resolution 2015-93 finding an exemption from CEQA; approving and adopting the project manual; and authorizing the bid request for Bell Canyon Reservoir – install new frame and sluice gate on water intake tower, CIP Project W-84
    <u>CEQA Status:</u> Categorically Exempt Section 15301
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

18. Consideration and proposed resolution 2015-94 approving Master Professional Service Agreements (MPSAs) with 15 Consultants to Provide Professional Services for Capital Improvement Project delivery. The MPSA does not authorize or guarantee work for consultants.
    <u>CEQA Status:</u> Not a CEQA Project. This action does not approve any specific project. Each individual project will be subject to CEQA review.
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

19. Consideration and proposed resolution 2015-95 identifying the terms and conditions for Fire Department response away from their official duty station and assigned to an emergency incident
    <u>CEQA Status:</u> Not a CEQA Project
    <u>Lead Staff:</u> John Sorensen, Fire Chief
    <u>Recommendation:</u> Adopt

20. Consideration and proposed resolution 2015-96 urging the State to provide new sustainable funding for State and local transportation infrastructure
    <u>CEQA Status:</u> Not a CEQA Project
    <u>Lead Staff:</u> Steven Palmer, PE – Director of Public Works/City Engineer
    <u>Recommendation:</u> Adopt

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

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

NOES: None

ABSENT: None

PUBLIC HEARING:

Public Hearing item 21 was removed from the agenda at the request of the applicant.

~~21. Consideration and proposed resolution approving Tentative Parcel Map Extension Request for an extension of previously approved Tentative Parcel Map 2005-77 which subdivides an existing 40,946 square foot site into four individual parcels for single family residential development at 1486 Sulphur Springs Avenue~~
~~CEQA Status: The project is consistent with the previously adopted Mitigated Negative Declaration~~
~~Lead Staff: Noah Housh, Planning and Community Improvement Director~~
~~Recommendation: Adopt~~

NEW BUSINESS:

22. Consideration and proposed resolution adopting a Water Conservation Code Enforcement Policy, designating the Water Conservation Program Manager as a Code Enforcement Official for water related violation, and specifying all water waste fines collected be used for the Water Conservation Program
CEQA Status: Not a CEQA Project
Lead Staff: Steven Palmer, PE – Director of Public Works/City Engineer
Recommendation: Adopt

Director of Public Works/City Engineer Steven Palmer reported on this item.

Bobbi Monnette addresses the City Council.

Vice Mayor White moved to adopt resolution adopting a Water Conservation Code Enforcement Policy, designating the Water Conservation Program Manager as a Code Enforcement Official for water related violation, and specifying all water waste fines collected be used for the Water Conservation Program. The motion was seconded by Councilmember Crull.

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

NOES: None

ABSENT: None

23. Consideration and proposed resolution 2015-98 authorizing the City Manager to Submit an application for grant funds in the Amount of $500,000 for the California River Parkways Grant Program for the Upper York Creek Dam Removal and Ecosystem Restoration Project
CEQA Status: Final EIR was approved for the Upper York Creek Dam

Removal and Ecosystem Restoration Project on April 28, 2015

Lead Staff: April Mitts, Finance Director
Tracey Perkosky, Grants Manager

Recommendation: Adopt

Grants Manager Tracy Perkosky reported on this item.

No public comment was received.

Vice Mayor White moved to adopt resolution 2015-98 authorizing the City Manager to submit an application for grant funds in the Amount of $500,000 for the California River Parkways Grant Program for the Upper York Creek Dam Removal and Ecosystem Restoration Project. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

24. Consideration to reaffirm Watershed Information and Conservation Council (WICC) primary member Vice Mayor White and appoint a Councilmember to the newly formed alternate position

CEQA Status: Not a CEQA Project

Lead Staff: Cindy Black, City Clerk

Recommendation: Affirm and appoint an alternate

No public comment received.

Councilmember Crull motioned to appoint Councilmember Dohring as the City of St. Helena's alternate to the Watershed Information and Conservation Council (WICC) newly formed alternate position. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

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

NOES: None

ABSENT: None

25. Consider formation of an Ad Hoc Revenue Source Task Force to evaluate possible additional revenue sources for the City.

CEQA Status: Not a CEQA Project

Lead Staff: Jennifer Phillips, City Manager

Recommendation: Discuss and give direction

City Manager Jennifer Phillips reported on this item.

No public comment received.

A round table discussion ensued.

It was the consensus of the City Council to direct staff to bring back this discussion item back to Council on September 8, 2015 with a proposal for a recruitment consisting of a 7 member team consisting of 2 City Council members and 5 citizens.

ADJOURNMENT

Mayor Galbraith adjourned the meeting at 6:54 p.m.

APPROVED: **ATTEST:**

______________________________ ______________________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Item No: 9

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **Consent**

Subject: **Consideration and proposed approval of a resolution requesting to purchase City-wide access to Safety Data Sheets (SDS) through MSDS Online and request a budget adjustment from FY 2015-16 City Manager General Fund Salary savings to Non-Departmental in an amount not to exceed $1,494.00**

CEQA Status: **Not a CEQA Project**

Prepared By: **Kathy Robinson, Human Resources & IT Director**

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

BACKGROUND

Under the California Labor Code and the California Occupational Safety and Health Act, all employers in California are legally obligated to provide and maintain a safe and healthful workplace for employees.

The hazard communication regulation emphasizes workplace safety and requires employers to inform their employees of the hazardous substances to which they are exposed at the job site. Requirements for developing, implementing, and maintaining a hazard communication program are found in Title 8 of the California Code of Regulations (T8 CCR), Section 5194. Subsection 5194(b)(6) contains the Safe Drinking Water and Toxic Enforcement Act (Proposition 65), which was added to the original hazard communication regulation in 1991.

Compliance with Proposition 65 requirements for notifying employees of hazards can be achieved simply by complying with the provisions of California's hazard communication regulation. Proposition 65 requires the governor to publish a list of chemicals known to the State of California to cause cancer, birth defects, or reproductive harm. Proposition 65 also requires that businesses provide a clear and reasonable warning before knowingly and intentionally exposing anyone to a listed chemical.

A Material Safety Data Sheet (MSDS) is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product. It is an essential starting point for the development of a complete health and safety program. It also contains information on the use, storage, handling and

Attachment A

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

RESOLUTION PURCHASE CITY-WIDE ACCESS TO SAFETY DATA SHEETS (SDS) THROUGH MSDS ONLINE AND REQUEST A BUDGET ADJUSTMENT FROM FY 2015-16 CITY MANAGER GENERAL FUND SALARY SAVINGS TO NON-DEPARTMENTAL IN AN AMOUNT NOT TO EXCEED $1,494.00

RECITALS

A. The California Labor Code and the California Occupational Safety and Health Act, require that all employers in California are legally obligated to provide and maintain a safe and healthful workplace for employees; and

B. The hazard communication regulation emphasizes workplace safety and requires employers to inform their employees of the hazardous substances to which they are exposed at the job site; and

C. Requirements for developing, implementing, and maintaining a hazard communication program are found in Title 8 of the California Code of Regulations (T8 CCR), Section 5194. Subsection 5194(b)(6) contains the Safe Drinking Water and Toxic Enforcement Act (Proposition 65), which was added to the original hazard communication regulation in 1991; and

D. A Material Safety Data Sheet (MSDS) is a document that contains information on the potential hazards (health, fire, reactivity and environmental) and how to work safely with the chemical product; and

E. Effective June 1, 2016, OHSA is requiring the change in use of MSDS to Safety Material Sheets (SDS), and must be fully implemented by all employers; and

F. The new law will require the City to archive its existing MSDS and collect a new SDS for every chemical or hazardous material used by the city; and

G. REMIF has arranged for bulk pricing for all its members to take advantage of online SDS; and

H. The City desires to use these services.

RESOLUTION

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. The City Council approves the purchase of MSDS Online services; and
2. Approve a budget adjustment from 101/561/4200-2010 to 101/561/5714000-2445 in an amount not to exceed $1,494.00.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 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 **Attachment 2**

REMIF
REDWOOD EMPIRE MUNICIPAL INSURANCE FUND

114 W. Napa St. • P.O. Box 885 • Sonoma, CA 95476 • 707.938.2388 • Fax 707.938.0374
Members: Arcata Cloverdale Cotati Eureka Fort Bragg Fortuna Healdsburg Lakeport Rohnert Park St. Helena Sebastopol Sonoma Ukiah Willits Windsor

INVOICE

March 10, 2016

Kathy Robinson
City of St. Helena
1480 Main Street
St. Helena, CA 94574-1854

kathyr@cityofsthelena.org
apfinance@cityofsthelena.org

Re: Safety Consultant, Mark Hemmendinger, Acceptable Risk Services from July 1, 2015 – December 31, 2015 and MSDS On-Line Cost

Safety Consultant Fee	$1,763.00
MSDS On-Line Fee	$1,494.00
Total Amount Due:	**$3,257.00**

Invoice is due and payable upon receipt.

Please remit your payment to:

REMIF
P.O. Box 885
Sonoma, CA 95476

If you have any questions regarding this invoice, please contact, Elissa Alfano, Finance Director, at (707) 938-2388 ext. 160

Attachment B **Attachment 2**

REMIF
REDWOOD
EMPIRE
MUNICIPAL
INSURANCE
FUND

414 W. Napa St. • P.O. Box 885 • Sonoma, CA 95476 • 707.938.2388 • Fax 707.938.0374
Members: Arcata Cloverdale Cotati Eureka Fort Bragg Fortuna Healdsburg Lakeport
Rohnert Park St. Helena Sebastopol Sonoma Ukiah Willits Windsor

ITEM VI B

MEMO TO: REMIF BOARD OF DIRECTORS

FROM: MARK FERGUSON, GENERAL MANAGER

DATE: JANUARY 22, 2016

SUBJECT: MATERIAL SAFETY DATA SHEETS (MSDS) BILLING

RECOMMENDATION:

The Board authorize the semi-annual billing of the REMIF Safety Consultant which will include the cost of the Material Safety Data Sheet (MSDS) On-line program for those Members who decide to sign up and use the new program.

BACKGROUND:

Effective June 1, 2016 the required OSHA change from use of Material Safety Data Sheets to the new, Safety Data Sheets, must be fully implemented by all employers. The new law will require every city to archive their existing MSDS and collect a new SDS for every chemical or hazardous material used by the city. (Note: exempted are household chemicals used in quantities normally found in the household.)

This required change has the potential to cost each city significant personnel time in ordering and filing new SDS manually. An alternative solution is to prepare the MSDS on-line. As presented at the October 8, 2015 Board Meeting, MSDS On-Line has offered REMIF cities bulk pricing to move to an on-line storage method for SDS (fully approved by OSHA) and allowing easy retrieval via computer or fax. The Board tabled this agenda item so that the each Member could go back and consult with their staff to evaluate the new program.

The General Manager requests the authority to bill the cost of the MSD On-line services as part of the semi-annual billing for the Safety Consultant.

Attachment: MSDS On-line Price Sheet

Attachment B

Attachment 2

MSDS On-Line Pricing

City	Employee Count	List Price	Discount	Discount Amount	Quoted Price
Cloverdale	38	$ 2,099.00	35%	$ 735	$ 1,364.35
Cotati	39	$ 2,099.00	35%	$ 735	$ 1,364.35
Sonoma	43	$ 2,099.00	35%	$ 735	$ 1,364.35
Willits	53	$ 2,299.00	35%	$ 805	$ 1,494.35
Sebastopol	61	$ 2,299.00	35%	$ 805	$ 1,494.35
Ft Bragg	64	$ 2,299.00	35%	$ 805	$ 1,494.35
St Helena	94	$ 2,299.00	35%	$ 805	$ 1,494.35
Fortuna	110	$ 2,599.00	35%	$ 910	$ 1,689.35
Rohnert Park	119	$ 2,599.00	35%	$ 910	$ 1,689.35
Healdsburg	132	$ 2,599.00	35%	$ 910	$ 1,689.35
Windsor	153	$ 2,599.00	35%	$ 910	$ 1,689.35
Ukiah	181	$ 2,599.00	35%	$ 910	$ 1,689.35
Arcata	191	$ 2,599.00	35%	$ 910	$ 1,689.35
Eureka	355	$ 3,749.00	35%	$ 1,312	$ 2,436.85
		$ 34,836.00	35%	$ 12,193	$ 22,643.40

Item No: 10

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **Consent Calendar**

Subject: Consideration and proposed approval of a resolution awarding Construction Contract for Mitchell Drive Sidewalk, Capital Improvement Project R-76 in the amount of $87,400 to AAA Concrete Construction; and authorize the Director of Public Works to approve change orders not to exceed 15% of the contract amount.

CEQA Status: Categorically Exempt from CEQA, Sections 15304, Minor Alterations to Land, 15061, "Common Sense" exemption".

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

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

BACKGROUND

Previously the City received Transportation Development Act (TDA) grant funding in the amount of $107,278 to fund design and installation costs for constructing a new sidewalk along Mitchell Drive. Because the cost of the project was estimated to be more than the grant money received, the City subsequently allocated the additional amount of $18,722 from the Gas Tax Fund in the 5 Year Capital Improvement Program and Fiscal Year 2015/2016 budget.

In August 2015, City Staff solicited design and engineering proposals from the engineering consultants that have Master Professional Service Agreements with the City. Staff received an acceptable proposal from Green Valley Consulting Engineers and executed a Project Work Order to complete the engineering design work.

On February 23, 2016 the City Council approved the Plans, Specifications; authorized the bid for the Mitchell Drive Sidewalk Project Capital Improvement Project R-76, and made findings that the project is categorically exempt from the California Environmental Quality Act. The Project will install a new sidewalk along the north side of Mitchell Street and will provide a connection to the downtown corridor for pedestrians on Mitchell Drive.

DISCUSSION

Contract Documents were sent to the following builders exchanges on February 24, 2016:

- Construction Billboard (eBidboard)
- McGraw-Hill Construction Dodge
- North Coast Builders Exchange
- Marin Builders Association
- Solano-Napa Builders Exchange
- Contra Costa Builders Exchange

The City Clerk received 7 bids on Thursday, March 24th, 2016 as follows:

Contractor Name	Bid Amount
DARREN TAYLOR CONSTRUCTION	$117,977.00
NOR CAL CONCRETE.	$124,700.00
PACIFIC SURFACING	$127,296.00
AAA CONCRETE CONSTRUCTION	$87,400.00
QUIMU CONTRACTING, INC.	$103,781.25
LISTER CONSTRUCTION	$107,097.00

The engineers estimate at the time of advertising was $95,075.00.

AAA Concrete Construction holds a valid Class A General Engineering Contractor's License and C-8 Concrete Contractors License in the State of California, with no enforcement actions listed. Their license expires on March 31, 2017. AAA Concrete Construction has the lowest responsible, responsive bid.

FISCAL IMPACT

The estimated Project expenditure summary is provided in the table below.

Description	Budget	Projected
Preliminary engineering and design	$ 18,722	$ 14,526
Construction management/inspection	$ 12,000	$ 10,700
Construction Contract	$ 83,823	$ 87,400
Contingency (15%)	$ 11,455	$ 13,110
Total	**$ 126,000**	**$ 125,736**

Item No: 10

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a construction contract with AAA Concrete Construction in the amount of $87,400 for the Mitchell Drive Sidewalk Project, Capital Improvement Project R-76, and authorizing the Director of Public Works to approve change orders not to exceed 15% of the contract amount.

ATTACHMENTS

1. Resolution
2. Project Location

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. ___

AWARD CONSTRUCTION CONTRACT FOR MITCHELL DRIVE SIDEWALK PROJECT, CAPITAL IMPROVEMENT PROJECT R-76 IN THE AMOUNT OF $87,400 TO AAA CONCRETE CONSTRUCTION; AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT TO EXCEED 15% OF THE CONTRACT AMOUNT

RECITALS

A. On February 23, 2016 the City Council approved the plans and specifications, authorized the Mitchell Drive Sidewalk Project, Capital Improvement Project R-76, and made findings that the project is categorically exempt from the California Environmental Quality Act; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on February 24, 2016, a notice inviting bids was posted and mailed to contractors inviting bids for the Mitchell Drive Sidewalk Project, Capital Improvement Project R-76; and

C. Six bids were received and evaluated by the Director of Public Works; and

D. The lowest responsive and responsible bidder for the Project was AAA Concrete Construction.

RESOLUTION

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

1. A contract with AAA Concrete Construction in the amount of $87,400 for Mitchell Drive Sidewalk Project, CIP R-76 is approved and the City Manager is authorized to sign the contract.
2. The Director of Public Works is authorized to approve change orders not to exceed 15% of the contract amount.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2016 by the following vote:

Mayor Galbraith: ___________

Vice Mayor White: ___________

Councilmember Crull: ___________

Councilmember Dohring: ___________

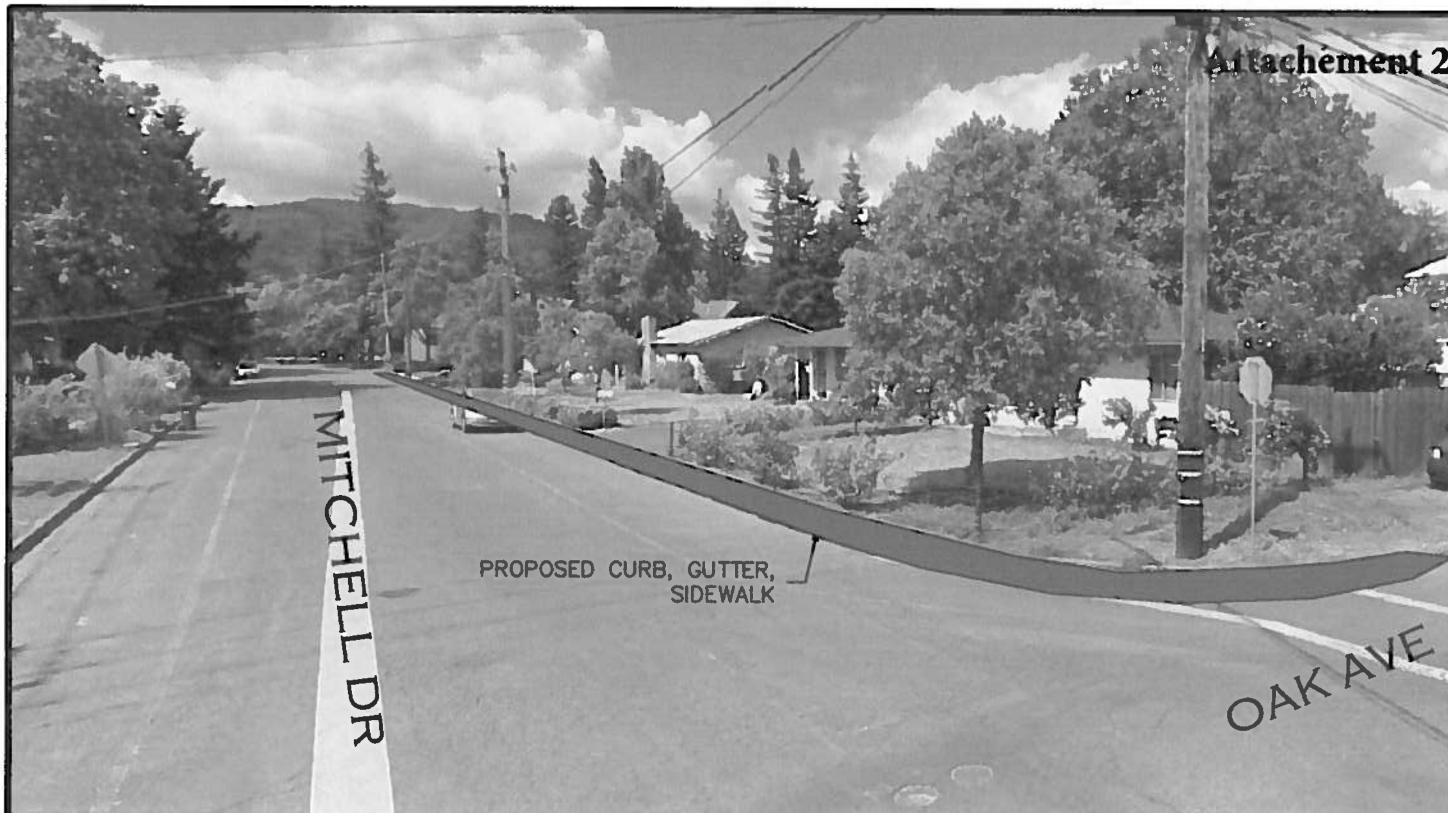
Councilmember Pitts: ___________

APPROVED: ATTEST:

___________________________ ___________________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Attachement 2



MITCHELL DRIVE LOOKING WEST

MITCHELL DRIVE LOOKING EAST

INTERWEST CONSULTING GROUP
8150 Sierra College Blvd.
Suite 100
Roseville, California 95661
Phone (916) 781-6600
Fax (916) 781-7597

CITY OF ST. HELENA

EXHIBIT 2- PHOTOS

MITCHELL DRIVE SIDEWALK
ST. HELENA, CA

SHEET 1 OF 1

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Item No: 11

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **Consent Calendar**

Subject: Award Construction Contract for 2015 Pavement Rehabilitation Project, Capital Improvement Project R-74 in the amount of $124,920 to American Asphalt Repair and Resurfacing Company; and authorize the Director of Public Works to approve change orders not to exceed 10% of the contract amount

CEQA Status: Categorically Exempt from CEQA, Sections 15301, Existing Facilities Class I, 15061, "Common Sense" exemption".

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

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

BACKGROUND

The Adopted 2015-2020 Capital Improvement Plan and 2015/2016 Annual Budget include the 2015 Pavement Rehabilitation Project to rehabilitate various roadways throughout the City. The Project was previously bid in late 2015. The previous Project included slurry seal, microsurfacing, and concrete curb ramp replacement. The bids received at that time were 70% higher than the engineer's estimate. Analysis by City staff indicated that bid process were likely high due to several factors, including: low number of interested contractors, potential for inclement weather, and low economies of scale. Bids were rejected by the City Council at the meeting on September 8, 2015.

On February 23, 2016 the City Council approved the Project Manual, authorized the bid request, and made findings that the 2015 Pavement Rehabilitation Project-Capital Improvement Project R-74 is categorically exempt from the California Environmental Quality Act. The Project will treat various roadways in the City with a slurry seal.

The following streets are planned to receive slurry seal as part of this Project:

- Vineyard Avenue - Hillview Place to north end of street
- Doris Avenue
- Doris Court
- Hillview Place/Oak Avenue - Madrona Avenue to Spring Mountain Road
- Elmhurst Avenue - Main Street to Spring Mountain Road
- Quail Court
- North Crane Avenue - Southern end to Spring Street

A Project Map is included as Attachment 2

DISCUSSION

Contract Documents were sent to the following builders exchanges on March 1, 2016:
- Construction Billboard (eBidboard)
- Federation of California Builders Exchanges (CalBX) Statewide Online Plan Room
- McGraw-Hill Construction Dodge
- North Coast Builders Exchange
- Marin Builders Association
- Solano-Napa Builders Exchange
- Contra Costa Builders Exchange

The City Clerk received 10 bids on Tuesday, March 29, 2016 as follows:

Contractor Name	Bid Amount
American Asphalt Repair & Resurfacing Company	$124,920.00
American Pavement Systems	$129,530.27
Grahm Contractors, Inc.	$134,625.20
Sierra Nevada Construction	$135,007.00
Bond Blacktop	$136,241.80
Pavement Coating Company	$136,750.00
VSS International	$143,000.00
California Pavement Maintenance	$147,188.31
Telfer Pavement Technologies	$164,674.00
International Slurry Seal	$207,088.00

The engineers estimate at the time of advertising was $124,000.00.00

American Asphalt Repair & Resurfacing holds a valid Class A General Engineering Contractor and C32 Parking and Highway Improvement Contractor's Licenses in the State of California, with no enforcement actions listed. Their license expires on 5/31/2017 and has the lowest responsible, responsive bid.

FISCAL IMPACT

The estimated Project expenditure summary is provided in the table below.

Description	Expenditure
Preliminary engineering and design	$ 11,540
Construction management/inspection	$ 13,800
Construction Contract	$ 124,920
Contingency (10%)	$ 12,400
Total	**$ 161,740**

The Fiscal Year 2015/2016 budget includes $258,601 for Capital Improvement Project R-74 2015 Pavement Rehabilitation. The total estimated Project cost of $162,660 is within the current project budget, and there is no need for budget adjustments at this time.

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a construction contract with American Asphalt Repair & Resurfacing Company in the amount of $124,920 for the 2015 Pavement Rehabilitation Project-Capital Improvement Project R-74, and authorizing the Director of Public Works to approve change orders not to exceed 10% of the contract amount.

ATTACHMENTS

1. Resolution
2. Project Map

CITY OF ST. HELENA

RESOLUTION NO. ___

AWARD CONSTRUCTION CONTRACT FOR 2015 PAVEMENT REHABILITATION PROJECT, CAPITAL IMPROVEMENT PROJECT R-74 IN THE AMOUNT OF $124,920 TO AMERICAN ASPHALT REPAIR & RESURFACING COMPANY; AND AUTHORIZE THE DIRECTOR OF PUBLIC WORKS TO APPROVE CHANGE ORDERS NOT TO EXCEED 10% OF THE CONTRACT AMOUNT

RECITALS

A. On February 23, 2016 the City Council approved the project manual, authorized the bid request, and made findings that the 2015 Pavement Rehabilitation Project Capital Improvement Project R-74 is categorically exempt from the California Environmental Quality Act; and

B. Pursuant to St. Helena Municipal Code Chapter 3.04; Article 3 Public Works Projects; Section 3.04.220 on March 1, 2016, a notice inviting bids was posted and mailed to contractors inviting bids for the 2015 Pavement Rehabilitation Project, Capital Improvement Project R-74; and

C. 10 bids were received and evaluated by the Director of Public Works; and

D. The lowest responsive and responsible bidder for the Project was American Asphalt Repair & Resurfacing Company

RESOLUTION

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

1. A contract with American Asphalt Repair & Resurfacing Company in the amount of $124,920 for 2015 Pavement Rehabilitation Project, Capital Improvement Project R-74 is approved and the City Manager is authorized to sign the contract.
2. The Director of Public Works is authorized to approve change orders not to exceed 10% of the contract amount.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2016 by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

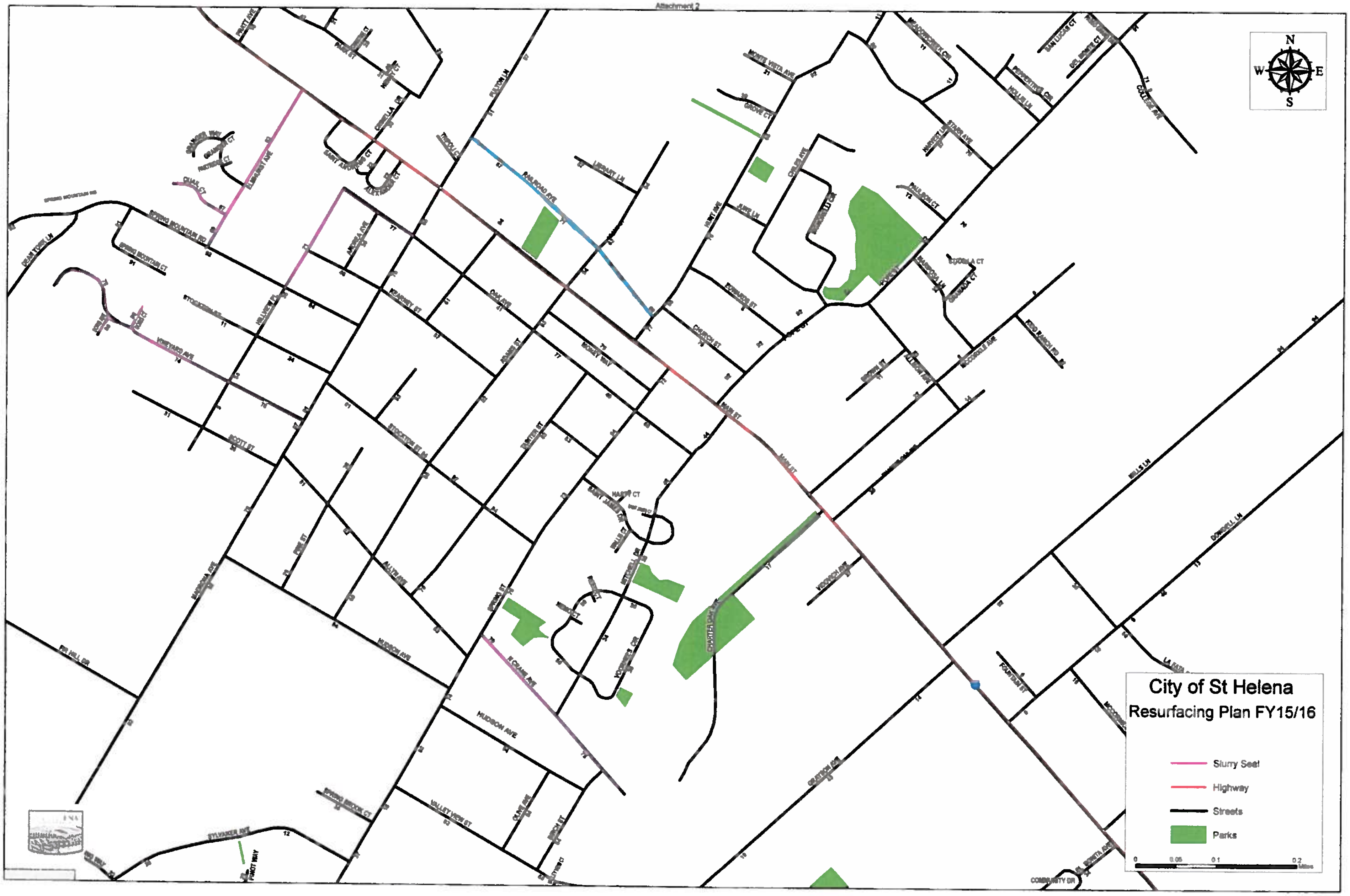
Councilmember Pitts: __________

APPROVED: ATTEST:

______________________ ______________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Attachment 2



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Item No: 12

Report to the City Council
Council Meeting of
April 12, 2016

Agenda Section: **Consent Calendar**

Subject: Resolution approving out-of-state travel for Wastewater Treatment Operator 2 Jarratt Rossini to attend the California Rural Water Association (CRWA) Conference in South Lake Tahoe, Nevada April 25-28, 2016 in an amount not to exceed $1,300.00

CEQA Status: Not a CEQA Project

Prepared By: **Carlos Uribe, Public Works Maintenance Manager**
Steven Palmer, PE, Director of Public Works/City Engineer

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

BACKGROUND

California Rural Water Association (CRWA) is the State's leading association dedicated to providing on-site technical assistance and specialized training for rural water and wastewater systems. CRWA taps into the expertise of experienced water and wastewater professionals, CWRA's governing Board of Directors, administrative staff, and technical field specialists to offer CRWA members an expansive range of essential programs and member services.

CRWA's annual expo will be offering nearly 100 training contact hours for water system and wastewater system professionals. The conference is in South Lake Tahoe, Nevada, April 25-28, 2016

DISCUSSION

This year's expo will allow Wastewater Treatment Operator 2, Jarratt Rossini, to expand his knowledge in water and wastewater operations. The expo offers a broad range of subjects from technical to regulatory tracks. Jarratt intends to attend seminars on collection system compliance, chemical dosing, activated sludge, lift station design, and water math. These educational opportunities will provide Jarratt with essential tools and techniques to be more efficient, save money and be a part of innovative strategies that can be applied to daily operations. Additionally, Jarratt will be able to earn up to 24 contact hours that can be applied to his operator certification educational requirement.

FISCAL IMPACT

The total estimated cost is $1,300.00, which includes conference registration, travel, lodging, and meals. These expenses are already included in the FY 2015/16 operations budget and a budget adjustment is not needed.

RECOMMENDED ACTION

Adopt resolution approving out-of-state travel for Wastewater Operator 2 Jarratt Rossini to attend the California Rural Water Association (CRWA) Conference in South Lake Tahoe, Nevada, April 25-28, 2016

ATTACHMENTS

1. Resolution approving out-of-state travel for Wastewater Operator 2 Jarratt Rossini to attend the California Rural Water Association (CRWA) Conference in South Lake Tahoe, Nevada April 25-28, 2016 in an amount not to exceed $1,300.

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

APPROVING OUT-OF-STATE TRAVEL FOR WASTEWATER TREATMENT OPERATOR 2 JARRATT ROSSINI TO ATTEND THE CALIFORNIA RURAL WATER ASSOCIATION (CRWA) CONFERENCE IN LAKE TAHOE, NEVADA APRIL 25-28, 2016 IN AN AMOUNT NOT TO EXCEED $1,300

RECITALS

A. City Council Resolution 85-44 requires City Council approval for staff to attend out of state conferences.

B. California Rural Water Association's (CRWA) annual expo offering 100 training contact hours for water system and wastewater system operators will be held in Lake Tahoe, Nevada, April 25-28, 2016.

C. CRWA is the State's leading association dedicated to providing on-site technical assistance and specialized training for rural water and wastewater systems; and

D. CRWA taps into the expertise of experienced water and wastewater professionals, CRWA's governing Board of Directors, administrative staff, and technical field specialists to offer CRWA members an expansive range of essential programs and member services; and

E. This year's expo will allow Wastewater Treatment Operator 2 Jarratt Rossini to expand his knowledge in water and wastewater operations, providing essential tools and techniques to be more efficient, save money, and be part of innovative strategies to apply to day-to-day operations; and

F. Jarratt will be able to take up to 24 contact hours that can be applied towards his wastewater operator certification's educational requirement; and

G. All expense, conference registration, lodging and meals have been programmed in the Wastewater Treatment FY 2015/16 operations budget.

RESOLUTION

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

1. Out of state travel is approved for Wastewater Treatment Operator 2 Jarratt Rossini to attend the California Rural Water Association 2016 Annual Expo in Lake Tahoe, Nevada from April 25 through April 28, 2016 in an amount not to exceed $1,300.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 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

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Item No: 13

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **Consent Calendar**

Subject: **Authorize the City Manager to Execute a Joint Powers Agreement between the City of Napa and Participating Cities in the County of Napa for the Purpose of Disbursing California Board of State and Community Corrections Police Grant Funds Amongst the Parties and accept $9,504 in grant funds**

CEQA Status: **Not a CEQA Project**

Prepared By: **William Imboden, Chief of Police**
Tracey Perkosky, Grants Manager

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

BACKGROUND

In 2011, Assembly Bill (AB) 109 and AB 117 were signed into law by Governor Brown. The goal of these bills was to reduce the number of inmates in State prison which is commonly known as "Realignment". Limited funds were originally provided to counties to help defray some of the costs and in the Budget Act of 2012 and each subsequent state budget, funds have been authorized for cities to deal with the anticipated costs of this legislative change. Each year, the State budget has included an allocation for Board of State and Community Corrections (BSCC) for local law enforcement. This funding was put in place to assist with compliance checks and enforcement efforts of those diverted from the state prison system.

Since 2010, the State made the following disbursements of BSCC Grant Funds for distribution to city law enforcement agencies within Napa County:

April 2013	$51,985
August 2013	$45,368
August 2014	$75,615
August 2015	$37,807
Total	$210,775

The City of Napa has agreed to be the fiduciary agent for all of the cities within Napa County, and therefore an executed Joint Powers Agreement (JPA) is necessary to access these grant funds.

DISCUSSION

In 2014, the management teams of the law enforcement agencies for the cities of American Canyon, Calistoga, Napa, St. Helena, and Yountville agreed upon an action plan for the expenditure of the BSCC grant funds. This plan included a contract for crime analysis services that would benefit the agencies on a countywide basis. However, prior to the request for the allocation of funds, the State advised agencies that future BSCC funding would be reduced in 2015. Future funding would also be conditional upon reporting of use of force data to the U.S. Department of Justice beginning in 2016. The 2015 reduction of BSCC grant funding rendered the original plan not sustainable and agency representatives decided to abandon the crime analysis contract plan. However, expenditures in the amount of $32,968 to pay for a part-time asset forfeiture position, were already agreed to by the agencies which reduced the total available funds from $210,775 to $177,807. The remaining funds will be allocated to each city law enforcement agency to address local needs. The distribution formula is based on population as on January 1, 2015, and St. Helena will receive 5.35% or $9,504.

The St. Helena Police Department will use these funds to address crime impacts in the community, strengthen the relationship between law enforcement and the community, create greater transparency for the organization, and implement best practices for law enforcement. This will be done by using these funds to capture and report use of force data to the U.S. Department of Justice and continuing to train staff on the use of best practice concepts for policing our community.

FISCAL IMPACT

By joining the JPA, the City will receive $9,504 in grant funds for the Police Department and allocations of future funds, as approved by the Governor. If the JPA is not agreed to, then the City forfeits these funds and they will be redistributed among the remaining participants of the JPA.

RECOMMENDED ACTION

It is recommended that Council approve a resolution authorizing the City Manager to execute a Joint Powers Agreement between the City of Napa and Participating Cities in the County of Napa for the Purpose of Disbursing California Board of State and Community Corrections Police Grant Funds Amongst the Parties.

ATTACHMENTS

Resolution

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A JOINT POWERS AGREEMENT BETWEEN THE CITY OF NAPA AND PARTICIPATING CITIES IN THE COUNTY OF NAPA FOR THE PURPOSE OF DISBURSING CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS POLICE GRANT FUNDS AMONGST THE PARTIES

RECITALS

A. The City of St. Helena is fiscally impacted by Assembly Bills 109 and 117, which is known as "Realignment".
B. The City desires to access countywide grant funding available through the California Board of State and Community Corrections (BSCC) to assist with these costs.
C. The City of Napa has agreed to be fiduciary agent for all cities within Napa County and requires participation via a Joint Powers Agreement (JPA).
D. The grant funds will be distributed to JPA members based on population as of January 1, 2015.

RESOLUTION

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

1. Accepts the grant funds from the California Board of State and Community Corrections; and
2. Authorizes the City Manager to execute the Joint Powers Agreement between the City of Napa and Participating Cities in the County of Napa for the Purpose of Disbursing California Board of State and Community Corrections Police Grant Funds Amongst the Parties (Exhibit A).

Approved at a Regular Meeting of the St. Helena City Council on April 12, 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

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Item No: 14

Report to the City Council
Council Meeting April 12, 2016

Agenda Section: **Consent Item**

Subject: **Consideration and proposed approval of Resolution approving an agreement with Nigro & Nigro to provide a Forensic Accounting Audit of the Comprehensive Flood Control Project for a total not to exceed amount of $60,000**

CEQA Status or Action: **Not a CEQA Project**

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

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

DISCUSSION
At the January 26, 2016 City Council meeting staff presented a report on the Comprehensive Flood Control Project (Flood Project). In staff's review of the Flood Project staff observed what appears to have been a lack of internal controls, records management, grants management, detail on some reimbursement requests, timely Federal Single Audit Reports, and not completing other contractual obligations. Due to these factors, staff recommended contracting with a Forensic Accountant to scope the project and advise if a full examination is necessary. Council agreed and directed staff to return with an agreement for approval for Forensic Accounting services.

In January 2016, staff issued a Request for Proposals and on February 26, 2016, the City received six proposals. A team of managers and an outside consultant reviewed the proposals. Nigro & Nigro. was considered the top proposer. On March 28, 2016, staff conducted an interview with Jeff Nigro and James Whittington. Based on the proposal, consultant's relevant experience, references and interview, staff has selected Nigro & Nigro to conduct the Forensic Accounting Audit.

FISCAL IMPACT
The fiscal impact will be a transfer of $60,000 from the General Fund Reserves to Finance, Professional Contracts, #101-4300-2130 for FY 2015-16. With the use of General Fund Reserves, it is estimated reserves will be at 23%.

<u>RECOMMENDED ACTION</u>
Approve the Resolution approving the Agreement with Nigro & Nigro for a total not to exceed amount of $60,000 and authorize the City Manager to execute the agreement on behalf of the City.

<u>ATTACHMENTS</u>
Attachment A - Resolution 2016-__ Approving a Professional Services Agreement with Nigro & Nigro
Attachment B – Professional Services Agreement with Nigro & Nigro
Attachment C – Proposal for Forensic Accounting Investigation

Attachment A

CITY OF ST. HELENA
RESOLUTION NO. 2016______

RESOLUTION AUTHORIZING AN AGREEMENT WITH NIGRO & NIGRO TO PROVIDE FORENSIC ACCOUNTING AUDIT OF THE COMPREHENSIVE FLOOD CONTROL PROJECT

RECITALS

A. The City wishes to hire a forensic accountant to review the financials for the Comprehensive Flood Control Project; and

B. In January 2016, staff issued a Forensic Accounting Audit Request for Proposals; and

C. Based on the proposal, consultant's relevant experience, references and interview, staff recommends Nigro & Nigro.

RESOLUTION

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

1. Council authorizes the agreement with Nigro & Nigro for a total not to exceed amount of $60,000
2. Council authorizes the City Manager to execute the agreement on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 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

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on April 12, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Nigro & Nigro (Consultant).

RECITALS:

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

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

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

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services 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 $60,000 unless additional compensation is approved in accordance with Section 2.

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

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

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

1. General Liability: $1,000,000 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: $1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 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 $1,000,000 of professional liability insurance per claim and $3 million aggregate.

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

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

F. 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.

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

1. The City, its agent, officers, officials, employees, and volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by the Consultant or Consultant's subconsultants; or automobile owned, leased, hired or borrowed by the Consultant.
2. For any claims related to Consultant's conduct while performing the work of this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its agents, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its agents, officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

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

I. 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.

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

SECTION 8 – INDEMNIFICATION

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

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

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

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

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

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

SECTION 13 – SUSPENSION OF WORK

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

To City:	City Manager 1480 Main Street St. Helena, California 94574
To Consultant:	Nigro & Nigro Attn: Jeff Nigro 25220 Hancock Avenue, Suite 400 Murrieta, CA 92562 951-698-8783 jnigro@nncpas.com

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:	City:
By: Jeff Nigro	By: ____________
Name: Jeff Nigro	Name: Jennifer Phillips
Title: President/CEO	Title: City Manager

Approved as to Form:

By: ____________

Name: Thomas B. Brown

Title: City Attorney

Attachment C

PROPOSAL FOR
FORENSIC ACCOUNTING INVESTIGATION

City of St. Helena

NIGRO & NIGRO PC
A PROFESSIONAL ACCOUNTANCY CORPORATION

Respectfully Submitted on February 25, 2016 by:

James Whittington, CPA, CFE, CGFM
Nigro & Nigro, PC
jwhittington@nnccpas.com

Murrieta Office: 25220 Hancock Ave. Suite 400, Murrieta, CA 92562 • P: (951) 698-8783 • F: (951) 699-1064
Oakland Office: 333 Hegenberger Rd., Suite 388, Oakland, CA 94621 • P: (844) 557-3111 • F: (844) 557-3444

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February 25, 2016

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

Dear Ms. Black:

Thank you for the opportunity to submit this proposal to provide forensic accounting services for the City of St. Helena. In this proposal, we believe that you will find that our firm is not only highly qualified to perform the forensic audit for the City of St. Helena, but is prepared to do what it takes to *provide the extra level of service* required to maintain a long-term business relationship. Our people work hard to help ensure our investigations are completed with the highest level of integrity and meet all client deadlines.

When deciding which firm to hire for this important investigation, you will evaluate several key factors, such as forensic accounting expertise, industry-specific knowledge, and responsiveness in a customer service environment. I believe that our firm will provide you with all of these.

Many firms will offer you only one or no Certified Fraud Examiners (CFEs). Our investigation will be led by a team of three CFEs, who have a combined nearly 40 years of experience auditing local governmental agencies, Prop. 39 bond programs, and forensic investigations. Each year, we have provided auditing services for more than 50 local educational agencies. But above all, we strive to provide you with an unparalleled customer service experience, which includes timely responses, continuous communication, and reports that meet or exceed all established deadlines. What other firm will provide you with a team of three audit partners, all of whom are Certified Fraud Examiners?

I look forward to meeting with you to discuss this proposal and appreciate this opportunity to present my Firm for your consideration.

Sincerely,

James Whittington, CPA, CFE, CGFM
Audit Services Partner

AICPA Governmental Audit Quality Center

MURRIETA OFFICE 25220 Hancock Avenue, Suite 400, Murrieta, CA
EMERYVILLE OFFICE 1900 Powell Street, Suite 600, Emeryville, CA

FIRM QUALIFICATIONS & EXPERIENCE

Statement of Independence

Our standards require that we be without bias with respect to your operations. The Firm is independent of City of St. Helena and its component units, as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's "Governmental Auditing Standards".

Licensed to Practice in California

The firm and its entire CPA staff hold licenses to practice in the State of California. The Firm's CPA's are all members in good standing with the California Society of CPA's and the AICPA.

Size and Location of Offices

The firm was originally established in 1999, and for the next eleven years operated under the name of Nigro Nigro & White. In August 2010, the firm changed back to its original name of Nigro & Nigro and added a third partner. In 2013, we opened our second office in Emeryville in order to better serve our growing client base of school districts in the San Francisco Bay Area. The Firm now has five partners and a professional staff of 18 accountants in its Murrieta office and expects to add more in the coming years as we continue to grow. We are a full service firm, providing audit and review, tax, consulting, and accounting services to local government, non-profit organizations, charter schools, commercial businesses and homeowners associations. The office serves clients of all sizes and industries, but our focus is on governmental agencies just like you.

We are prepared to do what it takes to provide the extra level of service required to maintain a long-term business relationship.

Murrieta Office

Oakland Office

Range of Activities Performed

- Audit services for more than 50 local governmental agencies
  - Includes special districts, school districts, county offices, JPAs, and charter schools
- Financial and performance audits under Prop. 39 for 25 school district clients
- Consulting and other services for numerous other agencies
- Tax services for individuals, corporations, and non-profit organizations.

FIRM QUALIFICATIONS & EXPERIENCE (continued)

Size of Our Firm

Firm-wide, we have the following staffing for our school district audit services:

Position	Number of Employees	Number of Licensed CPA's
Partner *	5	5
Audit Manager	1	1
Audit Supervisor	3	2
Audit Senior	3	1
Audit Junior/Intern	6	-
Support Staff	4	-
Total	22	9

**Although the term "partner" is used throughout this proposal to avoid confusion, the firm is organized as a Professional Corporation, and the firm's owners are "shareholders".*

Overall Experience with Local Government Agencies

With nearly twenty years of experience in performing governmental audits, we presently perform over 75 governmental audits, including school districts and special districts. These audits include financial statement audits performed in accordance with Government Auditing Standards and OMB Circular A-133. We plan and execute our audits in a way that maximizes audit efficiency and quality and provides you the highest level of customer service.

As a member of the American Institute of CPAs Governmental Audit Quality Center, we are committed to adhering to the highest quality standards by voluntarily agreeing to the Center membership requirements, which include designating a partner responsible for the quality of our governmental audit practice, establishing quality control programs, performing annual internal inspection procedures, and making our peer review report findings publicly available.

Recent Experiences

Our knowledgeable team of CFEs has been called in numerous times in the last three years to work on similar projects.

- When a Southern California school district discovered that a construction manager's contract had questionable origins, our team of experts was hired after an extensive RFP process to perform a thorough review of the overall bond project including analysis of contracting processes for all vendors, comparison to industry benchmarks, analysis of "Best Practices", and an audit of construction management invoices paid.

- Additionally, our team was hired to perform a detailed review of a project after an initial audit noted questionable change orders. Our investigation, which is still ongoing, has already led to the discovery of additional questionable financial practices and contracts.

FIRM QUALIFICATIONS & EXPERIENCE (continued)

Recent Experiences (continued)

- Another school district selected our firm to conduct a forensic investigation into alleged improprieties related to their Child Nutrition program. Our investigation led to the discovery of numerous missing deposits and conflicts of interest between the Director of Child Nutrition and a local non-profit organization that was receiving free meals from the City.

- We received a whistleblower complaint from a former payroll department employee at a county office of education, which led to a full forensic investigation into alleged payroll discrepancies, password sharing, "ghost employees", and nepotism.

- In addition to forensic investigations, our team performs approximately 25 annual financial and performance audits for school district Prop.39 bond programs. We regularly meet with the Bond Oversight Committee during the planning and final phases of the audits. These audits have often led to findings and recommendations that have helped the Citys to establish more stringent controls over their bond programs. Many of our audits have been conducted under the guidelines established by the California League of Bond Oversight Committees (CaLBOC).

References

We have long-term relationships with many government agencies in California. Three of our school district clients, with whom we have the most recent forensic accounting experience, are shown below. We are very proud of the consistently "high marks" we receive from our clients. These clients can attest to the Firm's responsiveness and effectiveness in the conduct of the engagements. Due to the confidential nature of most of our investigations, we cannot provide links to the final published report.

Grossmont Union High School District

PO Box 1043	Ken Leighton, Exec. Director, Fiscal Svcs.
La Mesa, California 91944	Project(s): In-depth agreed upon procedures for bond measure
(619) 644-8000	

Sweetwater Union High School District

1130 Fifth Ave.	Tom Calhoun, Chief Facilities Executive
Chula Vista, California 91911	Project(s): In-depth agreed upon procedures for bond measure
(619) 585-6060	

Livermore Valley Joint Unified School District

685 East Jack London Boulevard	Susan Kinder, Director of Fiscal Services
Livermore, California 94550	Project(s): Forensic analysis of District accounts
(925) 606-3255	

FIRM QUALIFICATIONS & EXPERIENCE (continued)

References (continued)

Santa Paula Unified School District

201 South Steckel Drive	Donna Rose, Asst. Supt., Business Svcs.
Santa Paula, California 93060	Project(s): Forensic audit of school-
(805) 933-8819	Connected organization

Victor Valley Union High School District

16350 Mojave Drive	Jean Aldrete, Asst. Supt., Business Svcs.
Victorville, California 92392	Project(s): Forensic analysis of
(760) 955-3201	authorized charter operations

We have included two recent forensic accounting agreed upon services reports, which align with the proposed scope of services at the back of this report. Due to confidentiality agreements, the names of the client and individuals involved have been redacted.

FORENSIC ACCOUNTING TEAM

The Certified Fraud Examiner (CFE) Credential

The Certified Fraud Examiner (CFE) credential denotes proven expertise in fraud prevention, detection and deterrence. CFEs are trained to identify the warning signs and red flags that indicate evidence of fraud and fraud risk. CFEs around the world help protect the global economy by uncovering fraud and implementing processes to prevent fraud from occurring in the first place.

CFEs have a unique set of skills that are not found in any other career field or discipline; they combine knowledge of complex financial transactions with an understanding of methods, law, and how to resolve allegations of fraud.

To become a CFE, an individual must pass a rigorous test on the four major disciplines that comprise the fraud examination body of knowledge:

- Fraud Prevention and Deterrence
- Financial Transactions and Fraud Schemes
- Investigation
- Law

CFEs must also meet high professional, educational and ethical standards, as well as continuing professional education requirements. ACFE research shows that organizations that have CFEs on staff uncover frauds 50 percent sooner and suffer losses 55 percent lower than organizations without CFEs.

FORENSIC ACCOUNTING TEAM

The Certified Fraud Examiner (CFE) Credential (continued)

"Bringing staff with the CFE on board enables employers to develop a more skilled workforce. Professionals who earn and maintain this accreditation establish themselves as leaders in their field and gain insight into industry trends and best practices in the process," said DeLynn Senna, executive director of Finance & Accounting at Robert Half International.

A.E. Feldman, a leading executive search firm, states, "...the CFE has emerged as the gold standard in the area of fraud."

The CFE credential is recognized in the hiring and promotion policies of leading organizations, including the FBI, the U.S. Department of Defense, and the Forensic Audits and Special Investigations Units of the U.S. Government Accountability Office.

Meet Your Investigative Team

Listed on the following pages are the resumes of the leadership team that will be assigned to your forensic accounting investigation. Our staff members have considerable governmental audit experience. This gives us a pool to draw on in addition to the group listed.

Jeff Nigro, who will be the partner-in-charge of the forensic investigation, has more than 24 years of experience providing service to K-12 California school districts as an auditor, consultant, and fiscal manager. Jeff has led and participated in numerous forensic accounting investigations during his professional career. Hourly billing rate: $250 per hour.

Kevin Brejnak, also a partner in the firm, has more than 8 years of experience working almost exclusively with California school districts ranging in size from 60 to nearly 50,000 ADA. He has also worked on several high profile fraud investigations, which have included assisting the County Sheriff and District Attorney. Hourly billing rate: $250 per hour

James Whittington, the newest partner in the firm, who will manage and lead the investigative team, has over 7 years in the industry, both as an auditor and as an AB1200 Coordinator for a county office of education. James has also worked on many of the firm's more complex investigations. Hourly billing rate: $250 per hour.

In addition to the individuals listed above, we have a team highly trained and skilled audit staff that we may draw upon for certain tasks during the investigation. All staff have earned at least a bachelor's degree in accounting and will work only under the immediate supervision of one of the partners. The hourly billing rate for any audit staff is $125 per hour.

Attachment C

Jeffrey Nigro, CPA, CFE

"As the partner on the investigation, I will make myself Available to you at all times. Our commitment is to provide an outstanding customer service experience."

Jeff has more than 24 years of experience auditing school districts, county offices of education and charter schools. This experience, garnered from nine years with a major local audit firm and now as a founding partner at Nigro & Nigro since 1999, is in addition to his real world experience as a Fiscal Services Manager in a large unified school district. In addition to his extensive knowledge of school business and financial issues, Jeff has a passion for helping clients to establish and maintain sound anti-fraud programs and procedures.

Local Educational Agency Audits:
Jeffrey Nigro was a Senior Audit Manager with a southern California CPA firm that specializes in K-12 audits for the first nine years of his career. He then moved to a school district fiscal management position to acquire hands-on experience before starting his own firm in 1999. Mr. Nigro is an expert in all aspects of governmental auditing and accounting, having worked on a variety of assignments and issues.

Fraud Prevention & Detection Services:

- Prop. 39 Bond Performance Audits
- Forensic investigations
- Litigation support
- Fraud risk assessments
- Anti-fraud programs & training
- Charter School investigations

Consulting Services:
Mr. Nigro has experience in a variety of LEA issues, garnered from his public accounting experience and experience as the Fiscal Services Manager at Lake Elsinore Unified School District. He regularly consults with clients in areas of:

Training:

- ASB workshops and training
- Attendance accounting
- Fraud prevention and detection

Other Areas:

- Anti-fraud program implementation
- ASB accounting
- Enrollment projections
- Asset safeguard and control

Education:
Bachelor of Business Administration, Accounting
California State University, Fullerton, 1991

Licenses and Certifications:

- Certified Public Accountant, California
- Certified Fraud Examiner
- School Business Management Certificate, California State University, Fullerton

Professional Affiliations:

- California Association of School Business Officials (CASBO) Eastern Section, Associate Member
- Association of Certified Fraud Examiners

Continuing Education:

- School District Conference (past presenter)
- CASBO Annual Conference (past presenter)
- SSC Finance & Management Conferences
- ACSA School Business Academy (presenter)
- Government Accounting & Auditing Conference
- In-house training for audit staff (presenter)
- Annual CFE Fraud Conference

AICPA Governmental Audit Quality Center

CalCPA

Kevin Brejnak, CPA, CFE

"I will ensure that our firm's stringent quality control procedures are adhered to, assuring you of professional services of the highest quality."

Kevin joined the firm in 2007, and has worked almost exclusively on the audits of school agencies. In addition to his school business know-how, Kevin regularly participates on fraud investigation engagements after obtaining his Certified Fraud Examiners certificate. His involvement as a partner will help ensure the quality of the audit. Kevin has nearly six years of audit experience, focusing primarily on school districts. Kevin demonstrates a practical approach to problem solving, which provides clients with sensible solutions.

Audit Services:
Kevin Brejnak began his auditing career with Nigro & Nigro in 2007, participating in audits of LEAs, Nonprofit organizations, agreed-upon procedure engagements and fraud investigations. Kevin was named a partner in January, 2013 and has been the in-charge Partner for numerous school district and bond program audits.

Consulting Services:
Mr. Brejnak has experience in a variety of governmental accounting issues, derived from his auditing and consulting experience at the Firm. He regularly consults with clients in areas of:

Forensic Accounting:
- Bond program forensic investigations
- Cash handling investigations
- Anti-fraud programs & training

Financial Reporting:
- Year-end closing procedures
- Capital assets and depreciation schedules
- Long term debt schedules
- GASB 34 and 45 implementation

Other Areas:
- ASB accounting
- Bond program accounting and auditing matters
- Fraud prevention and detection
- Internal control procedures

Education:
Bachelor of Science in Business Administration, Accounting
California State University, San Marcos, 2007

Licenses and Certifications:
- Certified Public Accountant, California
- Certified Fraud Examiner

Professional Affiliations:
- California Association of School Business Officials (CASBO) Eastern Section, Associate Member
- CASBO Financial Professional Council Member
- Association of Certified Fraud Examiners

Continuing Education:
- School District Conference
- CASBO Annual Conference
- SSC Finance & Management Conferences
- ACSA School Business Academy
- Government Accounting & Auditing Conference
- In-house training for audit staff (presenter)
- Annual CFE Fraud Conference

AICPA Governmental Audit Quality Center

CalCPA

James Whittington, CPA, CFE, CGFM

"My personable nature, responsiveness, and unique combination of experience makes me a valuable member of the investigative team."

James joined the firm in 2008, and is the firm's newest partner. He has been an accountant in charge for a variety of local educational agencies. James has worked over the last several years with the Firm's largest clients, most of which are more than 10,000 ADA. James has also worked as an AB 1200 Coordinator at Riverside County Office of Education. He is technology savvy, provides clear, concise explanations to our clients, and enjoys assisting clients with the most difficult and complex accounting challenges.

Audit Services:
James began his auditing career with Nigro & Nigro in 2008, participating in audits of LEAs, other governmental audits and agreed-upon procedure engagements. In addition, he brings with him experience as a former AB1200 Fiscal Coordinator for a large County Office of Education in Southern California.

Consulting Services:
Mr. Whittington has experience in a variety of governmental accounting issues, derived from his auditing experience at the firm. He regularly consults with clients in areas of:

Forensic Accounting:
- Bond program forensic investigations
- Cash handling investigations
- Anti-fraud programs & training

Financial Reporting:
- Year-end closing procedures
- Capital assets and depreciation schedules
- Long term debt schedules
- GASB 34 and 45 implementation

Other Areas:
- ASB accounting & workshops
- Bond program accounting and auditing matters
- Internal control procedures
- Interim reporting
- Multi-year projections
- Cash flow projections
- Forensic accounting investigations
- Litigation support services

Education:
Bachelor of Science, Business Administration, Accounting
California State University, San Marcos, 2008

Licenses and Certifications:
- Certified Public Accountant, California
- Certified Fraud Examiner
- Certified Government Financial Manager

Professional Affiliations:
- California Association of School Business Officials (CASBO) San Diego/Imperial Section, Associate Member
- Association of Certified Fraud Examiners (ACFE)
- Association of Government Accountants (AGA)
- American Institute of Certified Public Accountants (AICPA)

Continuing Education:
- Government Accounting & Auditing Conference
- SSC Finance & Management Conferences
- In-house training for audit staff (presenter)
- Annual CFE Fraud Conference

AICPA Governmental Audit Quality Center

CalCPA

FORENSIC ACCOUNTING SCOPE & PROVISIONS

Specific Steps

We will begin our investigation by organizing a pre-investigation conference. The goal of the pre-investigation conference will be to discuss our goals and objectives and establish clear lines of communication between our team and the City.

Our proposed steps are based on those outlined in the RFP, as follows:

1. Obtain an understanding of the City's processes and procedures as they relate to the financial accounting and compliance of the Comprehensive Flood Control Project (the "Project").

2. Determine whether revenues were expended appropriately on expenses related to the Project through a sound statistical sampling of expenses.

3. Determine whether financial records provide for complete and accurate reporting of the Project in accordance with generally accepted accounting principles and grant agreements.

4. Review a sampling of contracts to determine whether they were awarded properly and for work related to the Project.

5. Determine whether the City has complied with laws and regulations that may have a material effect upon the City's financial statements, grant contracts, and reporting requirements.

General Methodology

The investigative steps will be accomplished by our team using the methodology described below:

1. Interviewing key members of City management to obtain an understanding of the City's relevant internal controls over its bond program in all critical areas.

2. Audit staff, working under the immediate supervision of a firm partner, will select samples of transactions to evaluate that the internal controls have been properly designed and implemented and that they are functioning as intended.

3. Partners of the firm will audit the "Measure A Budget Worksheet" Fund 235 and prior funds used for flood control accounting in a replaced system fund 34 and 35.

Exhibit B

Attachment C

Schedule of Professional Fees and Expenses to Support the Total All-Including Maximum Price	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partner	120	$ 250	$ 250	$ 30,000
Manager	40	$ 175	$ 175	$ 7,000
Supervisory Staff	40	$ 150	$ 150	$ 6,000
Other (Specify)	80	$ 125	$ 125	$ 10,000
Sub-Total				$ 53,000
Out-of-Pocket Expenses				$ 7,000
Total				$ 60,000

Item No: 15

Report to the City Council
Meeting of April 12, 2016

Agenda Section: **Consent Calendar**

Subject: **Consideration and proposed approval of Resolution approving the SHES/SHPS Parent Teacher Group to host musical entertainment, and vendors at Lyman Park on Friday, May 6, 2016, between the hours of 5:00pm and 10:00pm, and waive the Encroachment Permit fee in the amount of $200.00, and authorizing City staff to assist with set-up and tear down of equipment**

CEQA Status: **Categorically exempt from CEQA, Sections 15323, 15061**

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

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

BACKGROUND

The St Helena Elementary School and Primary School (SHES/SHPS) Parent Teacher Group has requested permission to host the Primary & Elementary Schools Community Cinco de Mayo Celebration. The celebration will be full of music, dancing, food and vendor booths at Lyman Park on May 6, 2016, between the hours of 5:00pm and 10:00pm. This event, Community Cinco de Mayo Celebration in Lyman Park, has become a tradition for the Primary & Elementary Schools to celebrate with the community. This is the 4th annual event the SHES/SHPS Parent Teacher Group hosts for the Primary & Elementary School children and the St. Helena community. The event raises funds to help support enrichment programs, field trips and art programs for the Primary & Elementary School children. The SHES/SHPS Parent Teacher Group has also requested a waiver of the encroachment permit fee for the event.

DISCUSSION

Current City municipal code does not include provisions for reserving Lyman Park, or allow staff to waive fees. Staff is requesting City Council approve these items.

Since the City does not have a permit process for reserving the entire park, Staff is requiring the SHES/SHPS Parent Teacher Group to submit an encroachment permit along with the required insurance and fee.

The SHES/SHPS Parent Teacher Group is also requesting to utilize the portable City stage, and have City staff assistance to setup and take down the stage. Staff effort is estimate to require 4 staff member for two hours to setup, and three staff members for two hours to take down.

FISCAL IMPACT

Waiver of the encroachment permit fee in the amount of $200. Also, the staff time to set-up and tear down to provide assistance, estimated to be a total of 14 man hours to setup and take down.

RECOMMENDED ACTION

Staff recommends adopting the attached resolution, waiving the encroachment fee and authorizing staff assistance of approximately 14 man hours.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

APPROVING THE SHES/SHPS PARENT TEACHER GROUP TO HOST MUSICAL ENTERTAINMENT AND VENDORS AT LYMAN PARK ON FRIDAY, MAY 6, 2016; WAIVING FEES; AND AUTHORIZE CITY STAFF TO SETUP AND TAKE DOWN THE CITY'S PORTABLE STAGE

RECITALS

A. The St. Helena City Council has the authority to regulate the use of public property; and

B. This event will be open to the general community; and

C. The SHES/SHPS Parent Teacher Group has requested permission to host musical entertainment and vendors at Lyman Park on Friday, May 6, 2016, between the hours of 5:00pm and 10:00pm.

RESOLUTION

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

1. Permission is hereby granted to SHES/SHPS Parent Teacher Group to use Lyman Park for their "Musical Picnic" events.
2. The encroachment/park rental fee in the amount of $200 is waived.
3. The gazebo rental fees in the amount of $210 are waived.
4. City staff is authorized to setup and take down the City's portable stage.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on April 12, 2016 by the following roll call vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED: ATTEST:

____
Alan Galbraith, Mayor

____
Cindy Black, City Clerk

Request to please waive fee for St Helena Primary Parent Teacher Group EIN # 52-2358284 Thanks!

PERMIT # ____________

CITY OF ST. HELENA
ENCROACHMENT PERMIT APPLICATION

TO: DEPARTMENT OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574

Applicant: St Helena Primary + Elementary School Parent Teacher Group
(Property Owner or Contractor)

Email: kellyschaeffer1@mac.com

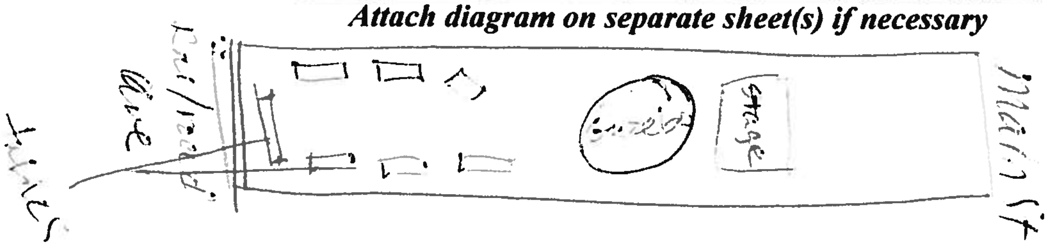
Phone: 707.315.1739

Job Location: Lyman Park

I (or we) hereby apply for an encroachment permit to carry out the following work:
Cinco de Mayo Festival 5-10 pm

Estimated Start Date 10am Estimated Completion Date 10pm

DIAGRAM OF LOCATION OF PROPOSED WORK
Attach diagram on separate sheet(s) if necessary



Permittee agrees to comply with all ordinances, regulations, specifications and conditions which may apply or be required as a condition of this Permit/Contract. (See insurance requirements and general and special conditions pages).

Permittee shall indemnify, defend and hold harmless The City of St. Helena and its agents, officers, officials employees and volunteers in interest from and against all claims, damages, losses and expenses including attorney fees arising out of or in connection with work performed under this Permit/Contract, except where caused by the sole negligence or willful misconduct of The City of St. Helena. This obligation of Permittee to indemnify, defend and hold harmless shall continue in effect after the completion of the project authorized under this Permit/Contract.

Applicant: Kelly [signature] President 4/6/16
Signature Title Date

Conditions: ____________

Approved By: ____________
Public Works Staff Date

"REQUIRED INSURANCE FORM"

POLICY NUMBER: CA25446C

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:
The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured any state or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Must reference/include insured's policy #

Should also include: effective dates, insured's name

Signature – Authorized Representative

PO Box 57
St Helena CA
94574
Address

"REQUIRED INSURANCE FORM"

POLICY NUMBER: CA 254460

COMMERCIAL GENERAL LIABILITY
CG 20 12 07 98

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS - PERMITS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Political Subdivision:
The City of St. Helena, its Agents, Officers, Officials, Employees, and Volunteers

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

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1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
2. This insurance does not apply to:
   a. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

Must reference/include insured's policy #

Should also include: effective dates, insured's name

[illegible]

Signature – Authorized Representative

[illegible]

St Helena CA

Address

[illegible]

AIM

Association Insurance Management, Inc.

your partner for insurance and risk solutions

MEMBER CERTIFICATE OF INSURANCE

4/7/16

Thank you for purchasing your insurance from AIM. This is your Member Certificate and should be kept with your permanent records.

Insured #: CA254460

NAMED INSURED MEMBER:

SHES/SHPS Parent Teacher Group
Attn: Jennifer Di Battista Or Current Officer
PO Box 554
St. Helena, CA 94574

Named Insured & Mailing Address

Education Support Purchasing Group
c/o AIM
P.O. Box 674051
Dallas TX, 75267-4051

PRODUCER NAME

AIM Association Insurance Management, Inc.
PO Box 674051
Dallas TX, 75267-4051

Company / Coverage Policy #	Effective Dates	Deductible	Limits of Insurance	
Homeland Ins Co of New York / BW06994 Commercial General Liability	10/27/15 - 10/27/16	NONE	Each Occurrence	$2,000,000
			General Aggregate	$2,000,000
			Products - COMP/OPS Aggregate	$2,000,000
			Personal & Advertising Injury	$1,000,000
			Fire Damage (any one fire)	$50,000
Homeland Ins Co of New York / BW06994 Medical Payments	10/27/15 - 10/27/16	NONE	Any One Person	$5,000
			Aggregate	$5,000
Homeland Ins Co of New York / BX81263 Non-profit Prof Liability (Officers Liability)*	10/27/15 - 10/27/16	$ 1,500	Aggregate	$1,000,000
			*Annual Aggregate applies to all member certificate holders combined.	$20,000,000
Retro-active Effective Date:	10/27/15			

Saint Helena Unified School District, The City of St. Helena, its Agents, Officers, Officials, Employees and Volunteers are added as an additional insured for General Liability only.

Event: Cinco de Mayo Carnival
Date/Time: May 6, 2016 7:00pm - 10:00pm

Certificate Holder:

Saint Helena Unified School District
465 Main St.
Saint Helena, CA 94574

This member certificate, together with the common policy conditions, coverage part(s), coverage form(s), and endorsements, if any, complete the above numbered policy. Copies of the Master Policies are available upon request or may be printed at www.aim-companies.com

AUTHORIZED REPRESENTATIVE

EB Allen

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Item No: 16

Report to the City Council
Meeting of April 12, 2016

Agenda Section: **New Business**

Subject: **Consideration of a resolution approving the St. Helena Chamber of Commerce to host musical entertainment, mobile food vendor, and vendors at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2016, between the hours of 5:30 pm and 8:00 pm and waive the park gazebo rental fees of $210.00 and the encroachment permit fee in the amount of $200.00, and authorizing City staff to assist with set-up/tear down of equipment**

CEQA Status: **Categorically exempt from CEQA, Sections 15323, 15061**

Prepared By: **Christina Cook, Public Works Administrative Assistant** CC
Steven Palmer, PE, Director of Public Works/City Engineer

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

BACKGROUND

The St. Helena Chamber of Commerce has requested permission to host musical entertainment and vendors at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2016, between the hours of 5:30pm and 8:00pm. This event, Musical Picnics in Lyman Park, is a tradition and as always, will be open to the general community; it will include for profit sales of St. Helena branded merchandise, sales by one local food purveyor, one mobile food vendor and/or one winery per event. The Chamber of Commerce has also requested that the City waive any fees for the events, and allow a mobile food vendor on Main Street during the event.

DISCUSSION

Current City municipal code does not include provisions for reserving Lyman Park, allowing mobile food vendors, or allow staff to waive fees. Staff is requesting City Council approve these items.

Since the City does not have a permit process for reserving the entire park, Staff is requiring the Chamber to submit an encroachment permit along with the required insurance and fee. The Chamber has requested that the permit fee of $200.00 be waived. The Chamber has also requested that the Lyman Park Gazebo permit fee of $35.00 per event totaling $210.00 be waived.

The Chamber is requesting that the mobile food vendor be allowed to park in the parking spaces on Main Street. Parking in those spaces would be saved between the hours of 3:00 p.m. and 8:00 p.m. on event dates for the purpose of allowing a mobile food vendor to set up and serve. City staff recommends that the food vendor is allowed on Railroad Avenue and not Main Street. The Railroad Avenue location is preferred due to improved safety for residents and food vendor patrons. If the council wishes, it can approve the use of the parking spaces on Main Street. It is important to note that Main Street right of way is owned by Caltrans, and the City is only responsible for parking enforcement. The Chamber will need to obtain an encroachment permit from Caltrans.

FISCAL IMPACT

Waiver of the encroachment permit fee in the amount of $200.00, and the waiver of the park gazebo fees of $210.00. The total amount of fees waived is $410.00, and City staff time to assist with set-up and tear down of equipment.

RECOMMENDED ACTION

Adopt the attached resolution allowing use of Lyman Park subject to a City encroachment permit, allowing the mobile food vendor, and waiving the encroachment and gazebo permit fees, and authorizing City staff to assist with set-up and tear down of equipment. The Chamber will also need to obtain an encroachment permit from Caltrans in order to park on Main Street.

ATTACHMENTS

Attachment 1 – Resolution

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

APPROVING THE ST HELENA CHAMBER OF COMMERCE TO HOST MUSICAL ENTERTAINMENT, MOBILE FOOD VENDOR, AND VENDORS AT LYMAN PARK ON THE 2ND AND 4TH THURSDAYS OF JUNE, JULY, AUGUST OF 2016; WAIVING ASSOCIATED FEES AND AUTHORIZING STAFF TIME TO SET UP AND TEAR DOWN EQUIPMENT

RECITALS

A. The Municipal Code for the City of St. Helena does not allow or disallow mobile food vendors in areas designated as "Park District", and

B. The St. Helena City Council has the authority to regulate the use of public property, and

C. This event will be open to the general community; and

D. The St. Helena Chamber of Commerce has requested permission to host musical entertainment and vendors, including for profit sales of St. Helena branded merchandise, sales by one local food purveyor, and one winery per event at Lyman Park on the 2nd and 4th Thursdays of June, July and August of 2016, between the hours of 5:30pm and 8:00pm, and

E. In consideration of the benefits of this event to the City, the City Council also desires to regulate the use of public property to include a mobile food vendor.

RESOLUTION

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

1. Permission is hereby granted to the St. Helena Chamber of Commerce to use Lyman Park for their "Musical Picnic" events.
2. The City Council authorizes staff time to set-up and tear down equipment.
3. The encroachment/park rental fee in the amount of $200 is waived.
4. The gazebo rental fees in the amount of $210 are waived.
5. The St. Helena Chamber of Commerce can coordinate one mobile food vendor at the Musical Picnics.
6. Two parking spaces on Main Street are reserved for the mobile food vendor between 3:00 pm and 8:00 pm on the days of the Musical Picnic, upon the St. Helena Chamber of Commerce receiving an encroachment permit from CalTrans.
7. Mobile food vendor must:
   a. Possess a valid City of St. Helena Business License; and

b. Only operate business between 5:30pm to 8:00pm; and
c. Possess a valid Napa County Health Permit.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on April 12, 2016 by the following roll call vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED: ATTEST:

____________________ ____________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Item No: 17

Report to the City Council
Council Meeting April 12, 2016

Agenda Section: **New Business**

Subject: **Setting Fees for Special Events; Harvest Festival and 4th of July Fireworks**

CEQA Status: **Not a CEQA Project**

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

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

BACKGROUND

At the February 24, 2015 City Council meeting, the Council directed City staff to become the main facilitator and organizer of both the 4th of July Fireworks and the Hometown Harvest Festival. The Council asked that no additional City funds be used for either event, except in-kind costs related to staffing. The City organized both events which were well attended and very successful.

Fireworks
The 2015 4th of July Fireworks show was held at Crane Park. The baseball field was open to all citizens free of charge to view the fireworks. In addition, as part of the fund raising efforts, the bocce court or a tennis court to host a gathering to view the show. To host the firework show in Crane Park the City set a goal of raising $45,000 Parks & Recreation Commissioner Kim Phinney led the fundraising campaign and raised $65,300 thanks to the generosity of our citizens and businesses. There is currently $20,300 available for the 2016 4th of July event.

Harvest Festival
The first City led Harvest Festival was held on Saturday, October 15, 2015. Preparation for the event began in early 2016 when staff initiated planning meetings with the non-profit organizations that sell food at the event. During these meeting the City and non-profits agreed that all non-profits taking tickets for food or games would give back 10% of their day's earnings to the City to cover direct expenses. The maximum fee was capped at $150 per organization. Fore last year's event, the total non-profit contribution was $1,356.20. City expenses for event totaled $4,662.13 excluding staff time.

During last year's event staff also reorganized the pet parade. Parks & Recreation Commissioners Tracy Smith and Roberta Oswald organized the parade and restructured the fees. In years past, fees were per person not per pet. The Commissioners felt that a fee per pet would a more equitable fee. They also introduced an online pre-registration which helped organize the event. Last year there was a total of 50 pets in the pet parade.

DISCUSSION

At the Parks & Recreation Commission meeting on January 20, 2016, the Commission discussed the 4th of July and Harvest Festival including logistics, locations, non-profit participation, and vendors. The Commissioners discussed both events at length and developed the following recommendations to continue the success of each event.

Fireworks

The Commission is recommending that a rental fee be established for each bocce Court and tennis court. The Commission recommends a $350 fee for each bocce court and $750 for each tennis court. The estimated revenue of $6,550 will help cover the event costs not including the Fireworks show.

4th of July Event Costs:

Security:	$2,000
Restrooms:	$1,000
Advertising:	$1,000
Banner:	$1,000
Cleaning Service:	$ 500
Supplies:	$ 500
Total:	$6,000

Harvest Festival

For years the Harvest Festival was funded through food and game ticket sales. Each ticket was sold for $1.00. The non-profit organizations set their own prices and all volunteered sometime in the ticket booth selling tickets to the public. This past year City staff had a difficult time finding volunteers to manage the ticket booths. Many of the non-profits did not have the man power to man their booth and offer a volunteer for the ticket booth. Two Finance Department managers volunteered their time on the day of the event to handle and count all the ticket sales revenue. It was discovered that proper cash handling and control is difficult to manage with this system and the Finance Department recommended the Recreation Department consider other alternatives for next year's festival.

To begin preparation for the 2016 Harvest Festival, staff held a meeting on March 15, 2016 with the non-profit organizations to get feedback regarding two items; a) eliminating tickets for food items and b) setting a set fee for non-profits food vendors. Although turnout for the meeting was low, City staff and the non-profits in attendance had a productive meeting. The non-profits supported the idea of eliminating all tickets for purchasing food item thereby requiring that all non-profits be responsible for managing their own sales. Tickets would only be sold for carnival games and other interactive activities at the event. The Recreation Department is recommending that a City employee manage the ticket booth to ensure proper cash handling and controls, as recommended by the Finance Department.

The non-profits also agreed to a set fee for a non-profit/food space. The non-profits present at the meeting recommended that the fee be set at $125 per two parking spaces. Initially, the Parks & Recreation Commission recommended the fee be set for $150 but both parties came to a mutual agreement at the February Parks & Recreation Commission Meeting. There are currently 14 available spots in the City parking lot located on Oak Ave. This would result in a total of $1,750.00.

For profit vendors currently pay $150 for a 10X10 space along Oak Ave. The Recreation Department recommends that this fee remain at $150 per space. Last year, for-profit vendors generated $6,300 in revenue. Staff expects the same number of vendors and revenue for the 2016 event.

Pet parade fees are recommended to change slightly. After debriefing the event and listening to feedback, the Parks & Recreation Commission recommends that fees be set to $15 pre-registration and a $20 charge for day of entries. All revenue generated through this fee will be used to help fund much needed improvements at the Wappo Park dog park.

Harvest Festival Event Costs:

Restrooms:	$ 800
Advertising:	$2,000
Banner:	$1,100
Bands (Music)	$2,000
Trash Service:	$ 500
Supplies:	$ 750
Security:	$ 500
Total:	$7,650

FISCAL IMPACT

Adoption of the recommended fees generates an estimated $6,550 for the 4th of July event and $8050 for the Hometown Harvest Festival. In addition, an estimated $750 would be generated for Wappo Park dog park improvements.

RECOMMENDED ACTION

The Recreation Department recommends that these fees are set for each special event.

ATTACHMENTS

1. Resolution and Fee Schedule

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2016-___

Resolution Adopting New Schedule of Fees for

Harvest Festival and 4th of July Fireworks Special Event

RECITALS

A. The Parks & Recreation Commission desires to continue having well attended and successful community Harvest Festival and 4th of July Fireworks special events; and

B. The Parks & Recreation Commission worked with staff to respect City Council wishes that no additional City funds be used for these events, except in-kind costs related to staffing; and

C. The Parks & Recreation Commission is proposing a fee schedule for these events (Exhibit A).

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows effective April 12, 2016:

1. The City Council adopts the schedule of user fees set forth in Exhibit A, which is attached for reference.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 2016, by the following vote:

Mayor Galbraith: __________

Vice Mayor White: __________

Councilmember Crull: __________

Councilmember Dohring: __________

Councilmember Pitts: __________

APPROVED: ATTEST:

______________________ ______________________

Alan Galbraith, Mayor Cindy Black, City Clerk

Exhibit A

Fee Schedule:

Fireworks

Bocce Court Rental Fee - $350

Tennis Court Rental Fee - $750

Harvest Festival

Non-Profit Food Booth - $125

Vendor Booth - $150

Pet parade registration fee - $15 per pet pre-registration
$20 per pet for day of entries

Item No: 18

Report to the City Council
Council Meeting April 12, 2016

Agenda Section: **New Business**

Subject: Consideration and proposed approval a resolution approving an In-Lieu Water Neutrality Fee in the amount of $38,000 for Tentative Parcel Map at 601 Fulton Lane.

CEQA Status: **Categorically Exempt, Section 15315 Class 15, Minor Land Divisions**

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

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

BACKGROUND

The Owner of the parcel at 601 Fulton Lane, Brad Oldenbrook, submitted a tentative parcel map to divide the single 14.13-acre parcel into two residential parcels. The parcel map would result in one 13.63-acre parcel, and one 0.50-acre parcel.

The tentative parcel map was reviewed and approved by the City Council on November 25, 2014. The Conditions of Approval for that tentative map include a water neutrality analysis to be submitted with any Design Review application. The Owner has subsequently submitted a Design Review application concurrent with a revised tentative parcel map. The tentative parcel map is included as Attachment 1. The Owner has prepared a water neutrality analysis that proposes an alternative means of meeting the City's water neutral policy for new development.

DISCUSSION

City Municipal Code Section 13.12.050 New Development requires that new development completely offset its water demand by installing water efficient fixtures in existing homes or nonresidential facilities in the City. That Section of the Municipal Code also allows new development projects to petition the City Council to allow payment of an in-lieu retrofit fee; or allow an alternative innovative method of mitigating water use instead of off-site retrofits. Approval of the in-lieu fee or alternative method require that the City Council determine that the off-site retrofits are impractical or impose an unusual hardship on the Owner. This section of the Code is included as Attachment 2.

The Owner has submitted the Water Neutrality Report included in Attachment 3. The report identifies approximately 1,374 gallons per day increased demand as a result of the Project. This would require the retrofit of nineteen single family homes. As an alternative to off-site retrofits, the Owner is requesting that the City Council determine that the off-site retrofits constitute an unusual hardship and allow payment of an in-lieu fee that is equal to the cost of the required off-site retrofits, $38,000. The Owner asserts that the off-site retrofits are an unusual hardship for two reasons: 1. The retrofit of nineteen residences is difficult for a Project that involves construction of only two residences, and 2. There is no reasonable way for the Owner to locate property owners within the City that are interested in receiving retrofits.

The current balance of the City's in-lieu water retrofit account is approximately $33,000 that is available for rebates and other water efficiency purposes. If the City Council decides to allow payment of this in-lieu fee, Staff's recommendation is that the in-lieu fee from this Project be used for a study to identify potential leaks within the City water distribution system; and to perform water saving repairs with any remaining funds.

FISCAL IMPACT
Approval of the in-lieu water neutrality fee will result in $38,000 to be used for a water leak study.

RECOMMENDED ACTION
Consider a resolution approving an in-lieu water neutrality fee in the amount of $38,000 for Tentative Parcel Map at 601 Fulton Lane.

ALTERNATIVES
If the City Council does not approve this in-lieu water neutrality fee, the Project will be required to install off-site retrofits to offset the Project's water demand. This is estimated to require retrofits at nineteen residences.

ATTACHMENTS
1. Tentative Parcel Map
2. City Municipal Code Section 13.12.050
3. Water Neutrality Report
4. Resolution

ATTACHMENT 1

VESTING TENTATIVE PARCEL MAP FOR

FULTON LANE PARCEL MAP

APN: 009-050-001

ST. HELENA, CALIFORNIA, 94574

LOCATION MAP

STATEMENT OF PURPOSE

PROJECT INFORMATION

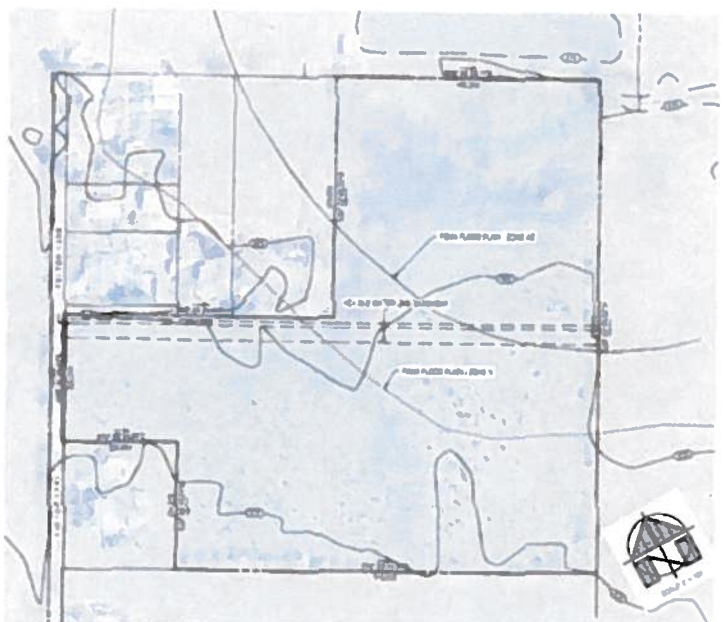
SHEET INDEX

SYMBOL LEGEND

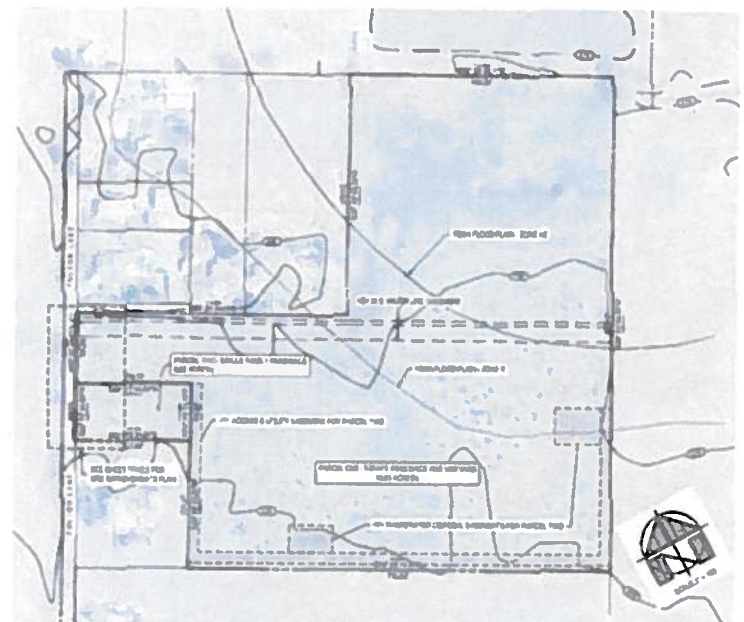
ABBREVIATIONS

SURVEY NOTES

PARCEL SUMMARY



EXISTING PARCEL CONFIGURATION



PROPOSED PARCEL CONFIGURATION

REVISIONS

DELTA CONSULTING & ENGINEERING

VESTING TENTATIVE PARCEL MAP

COVER SHEET

FULTON LANE PARCEL MAP

VTM1.0

13.12.050 New development.

A. All new development shall apply the following water use efficiency measures, as applicable:

1. Installation of ultra-low flush (ULF) toilets, low flow showerheads and faucet aerators;

2. Installation of water efficient hot water instantaneous dispensing systems;

3. Installation of swimming pool covers.

Except as allowed in subsections B and C in this section, new development shall completely offset its water requirement by installing city-approved ULF toilets and associated water-efficient hardware in a sufficient number of existing homes or nonresidential properties having toilets that use greater than 1.6 gallons per flush.

B. If the city council determines that actual retrofitting of existing residential or nonresidential buildings is impractical or constitutes an unusual hardship on an applicant, it may authorize the payment to the city of an in-lieu retrofit fee equivalent to the cost of retrofitting a sufficient number of existing homes with the ULF toilets and other required water-saving devices as described in subsection E of this section. The in-lieu fee shall also include the cost of staff time to accomplish the required retrofitting using the fees collected. The in-lieu fee may be established by resolution. The public works department is authorized to require retrofitting and not accept in-lieu retrofit fee, regardless of hardship, if it appears likely that existing home retrofitting prior to the expected occupancy by the new development can be completed. In the event that an in-lieu fee is accepted, the city will administer a rebate program to retrofit existing homes using the fees collected or may use the fees for another water use efficiency purpose as approved by the council. In-lieu fees must be paid upon issuance of a building permit.

C. In place of or in combination with retrofitting and/or payment of an in-lieu retrofit fee as allowed in subsections A and B of this section, an applicant may petition the city council to allow an alternative innovative method of mitigating water use for new development.

D. All structures that are retrofitted with toilets shall also be retrofitted with the following water-saving devices, as applicable: showerheads emitting no more than 2.5 gallons per minute, interior faucet aerators that emit no more than 2.2 gallons per minute, urinals that use no more than 1.0 gallon per flush.

E. If a developer of residential units elects to retrofit existing residential units, the number (rounded to the next unit) a developer will be required to retrofit per single-family unit is as follows:

1. Single-family detached	5.0 per unit
2. Condominium/townhouse/duplex	4.0 per unit
3. Apartment (three units or more)	3.5 per unit
4. Mobilehome	3.5 per unit
5. Guest homes/second dwelling unit	3.5 per unit

F. The developer shall be responsible for identifying residential or nonresidential properties eligible for retrofitting and verify to the department of public works that the required number of retrofits have been completed prior to the issuance of a certificate of occupancy. If the certificate of occupancy has been issued without completion of the retrofit requirement, in-lieu fees will be retained by the city. In-lieu fees will be maintained in a separate account and administered by the director of public works for water use efficiency program elements.

G. Nonresidential projects will have their water demand evaluated during the project review or use permit review stage by the director of public works. They will be required to mitigate their water demand through off-site retrofitting according to a schedule of water use factors.

H. All new development shall use toilets and associated flush-o-meter valves, if any, which use no more than 1.6 gallons per flush and which meet performance standards established by the American Society of Mechanical Engineers Standard A112.19.2.M. and urinals and associated flush-o-meter valves, if any, which use no more than 1.0 gallon per flush and which also meet the above performance standards.

I. In the city, building permits, certificates of occupancy and/or water connections can be withheld pending compliance with these regulations. In the county, water service from the city of St. Helena water enterprise shall require a water agreement limiting water use and can be withheld pending compliance. (Ord. 04-2 (part): Ord. 02-5 § 18 (part): Ord. 01-11 § 2 (part): prior code § 18.44)

DELTA CONSULTING & ENGINEERING
OF ST. HELENA

THEORETICAL WATER USE REPORT

FOR

601 AND 603 FULTON LANE

LOCATED AT

601 AND 603 FULTON LANE
ST. HELENA, CA 94574
APN: 009-050-001

COUNTY: NAPA

INITIAL SUBMITTAL: DECEMBER 2, 2015
REVISION 1: FEBRUARY 10, 2016
REVISION 2: APRIL 8, 2016

PREPARED FOR REVIEW BY:
CITY OF ST. HELENA DEPARTMENT OF PUBLIC WORKS
1480 MAIN STREET
ST. HELENA, CA 94574

1104 ADAMS STREET, SUITE 203, ST. HELENA, CALIFORNIA 94574
707-963-8456 TELE + WWW.DELTACIVIL.COM 707-963-8528 FAX

TABLE OF CONTENTS

I. BACKGROUND & INTRODUCTION

The subject parcels located at 601 and 603 Fulton Lane in St. Helena are a recently created parcel via an approved vesting tentative vesting map per City of St. Helena Resolution 2014-97 based on Parcel Map PL14-0389. The two parcels are currently a flat, empty lot with no site improvements. The owner of the parcels propose to construct a new single family residence, new guest home, new pool, new garage, and associated infrastructure on each parcel.

The City of Saint Helena current definition of 'Safe Water Yield' requires all new development within the city be water-neutral. This means the post-construction water use of a property must be less than or equal to the pre-construction water use. This report discusses the existing and proposed internal water demand for the two properties, with a focus on water reduction measures.

II. WATER-USE ANALYSIS

A. Baseline Water Use

The baseline water uses for the two parcels are based on the existing water-use from both the domestic (internal) water features and the irrigation (external) water-use. For both parcels, there are no histories of either internal or external water usage on the two parcels. Therefore, the baseline water usages for the two parcels are zero gallons per day.

B. Proposed Internal Water Demand with Water Reduction Measures

By utilizing low-flow and water-efficient fixtures in the proposed residence, the estimated water usage associated with the proposed improvements will be able to be minimized per parcel. Each parcel proposes a total of five new bedrooms between the main residence and the guest cottage. This report estimates 2-persons will occupy each bedroom in the proposed residence, for a total of ten persons living in the main house and guest house on each parcel. The daily and annual water demands for the interior water use of each parcel after construction is complete is able to be estimated as follows:

PROPOSED RESIDENTIAL DAILY WATER USE WITH LOW FLOW FIXTURES

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
Toilet	1.28 gpf		3	10	38.4 gal	14,016 gal	0.04 af
Lavatory Faucet	1.5 gpm	0.25 min	3	10	11.25 gal	4,106.25 gal	0.01 af
Kitchen Faucet	1.5 gpm	4 min	1	10	60.0 gal	21,900 gal	0.07 af
Shower Head	1.5 gpm	8 min	1	10	120 gal	43,800 gal	0.13 af
Bath	22 gal		0.1	10	22.0 gal	8,030 gal	0.02 af
Clothes Washer	12 gal per load		0.1	10	12.00 gal	4,380.0 gal	0.01 af
Dish Washer	4 gal per cycle		0.1	10	4 gal	1,460 gal	0.00 af
Total					**267.65 gal**	**97,692 gal**	**0.30 af**

Assumptions:
1.) One load of laundy completed per day
2.) Dish washer is ran once per day
3.) One bath is taken every other day

Utilizing water fixtures and appliances with the flow ratings specified in the above table will limit the proposed water usage to 268 gallons per day or 0.30 acre-feet per parcel.

C. Proposed External Water Demand

In reviewing the project site plans, each parcel proposes three external water uses:

1.) Shrubs, plants, and trees requiring drip irrigation
2.) Lawn requiring spray irrigation
3.) Pool, requiring water replenishment due to evaporation

Both 601 and 603 Fulton Lane's water use for the landscaping will be utilizing the City's water. For the purpose of this report, the landscaping's water use has been estimated based on City and State Water Efficient Landscape Ordinance (WELO) and the landscaping plans prepared by Studio Green Architecture. Based on the WELO and the landscaping plans, 601 Fulton Lane's Landscaping will use 536 gallons per day or 0.60 acre-feet per year and 603 Fulton Lane's Landscaping will use 304 gallons per day or 0.34 acre-feet per year.

The water replenishment for the pool on both parcels will be trucked in from an approved off-site source. The City's water shall not be utilized for the pool replenishment.

D. Proposed Total Water Demand

Each parcel's total water use is comprised of the internal water use generated from the residence and from the external water use generated by the landscaping. Please see the table below for a summary of the total water use per parcel:

PROPOSED WATER DEMAND

601 Fulton Lane	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
Internal Water Use	268 gal	97,692 gal	0.30 af
External Water Use	536 gal	195,497 gal	0.60 af
Total	803 gal	293,190 gal	0.90 af
603 Fulton Lane			
Internal Water Use	268 gal	97,692 gal	0.30 af
External Water Use	304 gal	110,782 gal	0.34 af
Total	571 gal	208,474 gal	0.64 af

The total water use for 601 and 603 Fulton Lane is estimated at 803 gallons per day or 0.90 acre-feet per year and 571 gallons per day or 0.64 acre-feet per year respectively.

III. OFF-SITE RETROFITS

As previously discussed, there are no baseline water usages for either parcel. Therefore, there are no opportunities to retrofit fixtures or irrigation on either parcel to mitigate the proposed water usage. In order to be water neutral, 601 Fulton lane and 603 Fulton Lane will be required to reduce the overall water usage in the City of St. Helena Municipal Water System by 803 gallons per day and 571 gallons per day respectively.

Prior to any retrofits, a baseline needs to be established to have a measureable means of reducing the water use in the City of St. Helena. For the purpose of this report, the offsite retrofits consists of a typical residence with regular water fixtures and converting the same residence to use low-flow water fixtures. A typical residence consists of a three bedroom, two bathroom household with a total of six people. Retrofitting a typical residence to utilize low-flow water fixtures will provide a water savings per residence. Once the water savings per retrofitted residence are known, each parcel will be able to determine how many residences will be needed to retrofit to offset the increased water use.

Per discussion with the City of St. Helena Public Works Department, a calculation study has been prepared to determine the numbers of offsite residential retrofits are required to save 625 gallons per day and 446 gallons per day in the City of St. Helena.

See below for the breakdown of a typical residential water use without any low-flow retrofits.

TYPICAL RESIDENTIAL DAILY WATER USE (NOT LOW FLOW)

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.60 gpf		3	6	28.8 gal	10,512 gal	0.03 af
2 Lavatory Faucet	2.2 gpm	0.25 min	3	6	9.90 gal	3,613.50 gal	0.01 af
1 Kitchen Faucet	2.2 gpm	4 min	1	6	52.8 gal	19,272 gal	0.06 af
2 Shower Head	2.5 gpm	8 min	1	6	120 gal	43,800 gal	0.13 af
Total					**211.50 gal**	**77,198 gal**	**0.24 af**

Based on these calculations, a typical residential water use is estimated to use 212 gallons per day.

Retrofitting that same residence with low flow fixtures, the typical water use is able to be calculated below:

RESIDENTIAL DAILY WATER USE WITH LOW FLOW FIXTURES

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.28 gpf		3	6	23.0 gal	8,410 gal	0.03 af
2 Lavatory Faucet	1.5 gpm	0.25 min	3	6	6.75 gal	2,463.75 gal	0.01 af
1 Kitchen Faucet	1.5 gpm	4 min	1	6	36.0 gal	13,140 gal	0.04 af
2 Shower Head	1.5 gpm	8 min	1	6	72 gal	26,280 gal	0.08 af
Total					**137.79 gal**	**50,293 gal**	**0.15 af**

Based on these calculations, a typical residential water use is estimated a typical residence is estimated to use 138 gallons per day.

By retrofitting a standard 3 bedroom, 2 bathroom residence, the City of St. Helena are able to save approximately 74 gallons per day from the municipal water system. See the table below for a summary of the estimated water use.

PROPOSED WATER USE SAVINGS

	Gallons		Acre Feet
	Daily	Annual	Annual
Regular-Flow Residenc	212	77,198	0.24
Low-Flow Residence	138	50,293	0.15
Savings	**74**	**127,491**	**0.39**

In order for each parcel to be water neutral with the proposed development, the owner needs to retrofit eleven typical residences for 601 Fulton lane and eight typical residences for 603 Fulton Lane in the City of St. Helena. See the table below for a summary of the number of retrofits needed.

RETROFITS REQUIRED FOR 601 FULTON LANE

	Gallons		Acre Feet
	Daily	Annual	Annual
601 Fulton Lane Water Use	803	293,095	0.90
Water Savings per residence	74	26,904	0.08
Number of residences Needed to Retrofit	**11**		

RETROFITS REQUIRED FOR 603 FULTON LANE

	Gallons		Acre Feet
	Daily	Annual	Annual
603 Fulton Lane Water Use	571	208,415	0.64
Water Savings per residence	74	26,904	0.08
Number of residences Needed to Retrofit	**8**		

Due to the difficulty in identifying applicable residential retrofit opportunities and per conversations between the project owner and the City of St. Helena's Public Works Director, the owner proposes a monetary contribution to a leak study as an alternative to installing offsite retrofits. To determine the monetary contribution amount, a cost analysis has been prepared to determine the total cost required to retrofit the typical residences. See Appendix 3 for the breakdown of the material and labor cost of the retrofits for the above noted residences. Based on research and typical industry standards, the estimated total cost required to retrofit the eleven residences for 601 Fulton Lane is $21,769.00 and the total estimated cost required to retrofit eight residences for 603 Fulton lane is $15,832.00.

Given the above noted estimates, the owner is proposing a $22,000 contribution for 601 Fulton Lane's water use and $16,000 monetary contribution for 603 Fulton Lane's water use to the City of St. Helena as an alternative to installing the offsite retrofits.

IV. CONCLUSION

The proposed site improvements on the newly created 601 and 603 Fulton Lane will increase the water demand on the City of St. Helena Municipal Water System by approximately 803 and 571 gallons per day respectively. The owner is proposing a $38,000 ($22,000 for 601 Fulton Lane and $16,000 for 603 Fulton Lane) monetary contribution to the leak study as an alternative to providing the offsite retrofits. By doing this, the water use for both 601 Fulton Lane and 603 Fulton Lane will meet the City of St. Helena's water neutral requirement.

Appendix 1:
Water Efficient Product Information

SLOAN®

Gravity Series

Model

WETS 9000-1.28

Two Piece Floor Mounted Elongated Toilet Tank System

DESCRIPTION

Complete two piece vitreous china, elongated, floor mounted toilet tank system.

Flush Cycle

☐Model WETS-9000.9010-1.28 gpf/4.8 Lpf (Left Handle)

- ST-9000-A 1.28 Bowl
- ST-9010-A 1.28 Left Handle Tank

☐Model WETS-9000.9110-1.28 gpf/4.8 Lpf (Right Handle)

- ST-9000-A 1.28 Bowl
- ST-9110-A 1.28 Right Handle Tank

HET

HIGH EFFICIENCY TOILET

Left Handle Model Shown

SPECIFICATIONS

Quiet, two piece toilet tank system with vitreous china floor mounted elongated water closet and compact tank for left handle or right handle with the following features:

Two Piece Toilet System

- Contemporary design
- Siphon jet flushing action
- Depending on model selected, available with a right or left handle
- Quiet powerful gravity flush
- Elongated bowl
- 12" rough-in
- 3" valve opening for better flush performance
- Vitreous china
- Integral trap
- Color matched floor caps
- 2 ⅛" fully glazed trapway
- Water pressure range: 25 to 80 PSI
- Tank and bowl must be ordered as two (2) separate items
- Water spot area 7 ⅞" x 6 ¼"
- Easy handle actuation
- Water supply not included
- Toilet seat not included
- Compatible with toilet seat models: Olsonite 10CT, Bemis 1955CT & Church Commercial 295CT
- Toilet tank system is in compliance to the applicable sections of ASME A112.19.2/CSA B45.0/CSA B45.1

FEATURES

Performance

Sloan's toilet tank system incorporates a high performance flapper flush valve to ensure an efficient and optimum flushing performance. 3" valve opening offers better waste removal and powerfully clears the bowl.

Colors and Accessories

Available in the color White with polished chrome left or right trip handle. For additional information refer to our price book.

Functional

The tank valve provides a 1.28 gpf low consumption flush. Durable construction provides non-corrosive dependability. Anti-siphon ballcock allows reliable operation at high or low water pressures. Adjustment screw allows water level adjustment for individual preference.

Economical

High Efficiency Toilet tank system provides additional savings in water usage. Reduces maintenance and operation costs. Designed for commercial use and also ideal for residential.

Warranty

3 year (limited)

Product Specification

Elongated toilet tank system shall be made of vitreous china. Toilet tank system shall be installed at required height of 29" from floor to top of tank fixture.Toilet tank system shall be floor mounted. Toilet tank system shall include floor mount bolts and caps. Toilet tank system shall be a high efficiency 1.28 gpf. Toilet tank system shall be Sloan model WETS-9000.9010-1.28 (left handle) or Sloan model WETS-9000.9110-1.28 (right handle).

Listed by I.A.P.M.O.

This space for Architect/Engineer approval

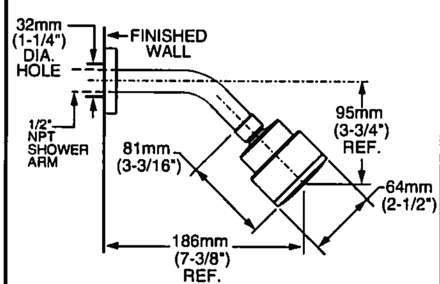
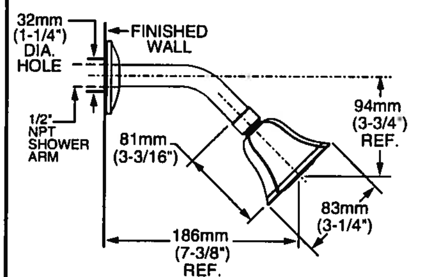
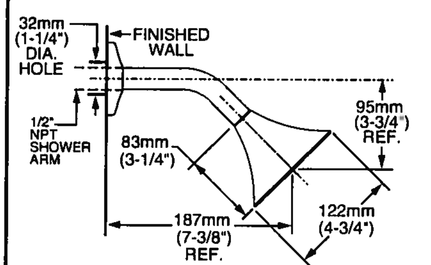
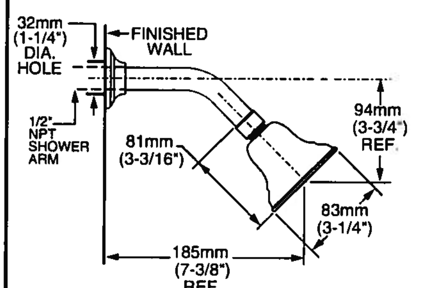
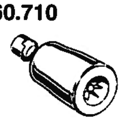
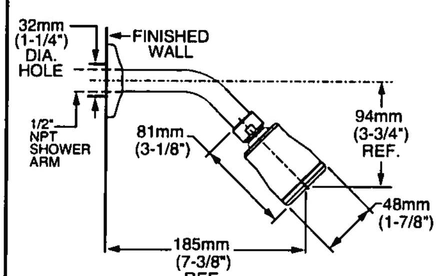
Job Name	Date
Model Specified	Quantity
Variations Specified	
Customer/Wholesaler	
Contractor	
Architect	

The information contained in this document is subject to change without notice.

SLOAN.
Sloan Valve Company
10500 Seymour Avenue
Franklin Park, IL 60131
Phone: 1-800-9-VALVE-9 (982-5839)
or 1-847-671-4300
Fax: 1-800-447-8329
or 1-847-671-4380
www.sloanvalve.com

Rev. 0b (07/10)

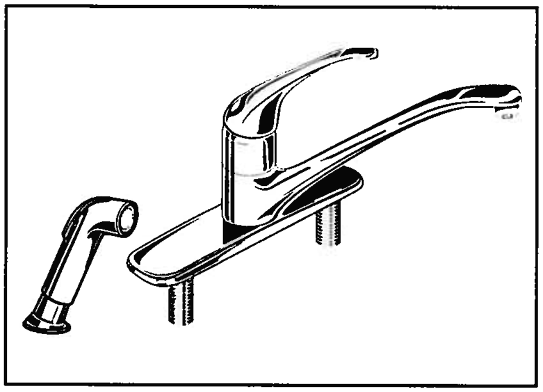
SHOWER SYSTEMS
FLOWISE® SINGLE FUNCTION SHOWERHEADS

Model #	Description	Finishes	Roughing-In Dimensions
1660.631  **1660.611** 	**MODERN FloWise® WATER SAVING SHOWERHEAD** • Up to 40% water savings • Turbine Spray at Max. 1.5 gpm/5.7L/min. • Angle adjustable **MODERN FloWise® WATER SAVING SHOWERHEAD** • Showerhead only • Max. 1.5 gpm/5.7L/min.	.002 Polished Chrome .075 Stainless Steel (PVD) .295 Satin Nickel (PVD)	
1660.831  **1660.811** 	**SQUARE FloWise® WATER SAVING SHOWERHEAD** • Up to 40% water savings • Turbine Spray at Max. 1.5 gpm/5.7L/min. • Angle adjustable **SQUARE FloWise® WATER SAVING SHOWERHEAD** • Showerhead only • Max. 1.5 gpm/5.7L/min.	.002 Polished Chrome .068 Blackened Bronze (PVD) .295 Satin Nickel (PVD)	
1660.732  **1660.715** 	**TRANSITIONAL FloWise® WATER SAVING SHOWERHEAD** • Up to 40% water savings • Turbine Spray at Max. 1.5gpm/5.7L/min. • Angle adjustable **TRANSITIONAL FloWise® WATER SAVING SHOWERHEAD** • Showerhead only • Max. 1.5 gpm/5.7L/min.	.002 Polished Chrome .099 Polished Brass (PVD) .075 Stainless Steel (PVD) .295 Satin Nickel (PVD)	
1660.131  **1660.111** 	**TRADITIONAL FloWise® WATER SAVING SHOWERHEAD** • Up to 40% water savings • Turbine Spray at Max. 1.5 gpm/5.7L/min. • Angle adjustable **TRADITIONAL FloWise® WATER SAVING SHOWERHEAD** • Showerhead only • Max. 1.5 gpm/5.7L/min.	.002 Polished Chrome .068 Blackened Bronze (PVD) .295 Satin Nickel (PVD)	
1660.731  **1660.710** 	**FloWise® WATER SAVING SHOWERHEAD** • Up to 40% water savings • Turbine Spray at Max. 1.5 gpm/5.7L/min. • Angle adjustable **FloWise® WATER SAVING SHOWERHEAD** • Showerhead only • Max. 1.5 gpm/5.7L/min.	.002 Polished Chrome .068 Blackened Bronze (PVD) .075 Stainless Steel (PVD) .099 Polished Brass (PVD) .295 Satin Nickel (PVD)	

American Standard
Style That Works Better

RELIANT+

SINGLE CONTROL KITCHEN FAUCET
WITH CAST BRASS SPOUT



4205.001 Shown

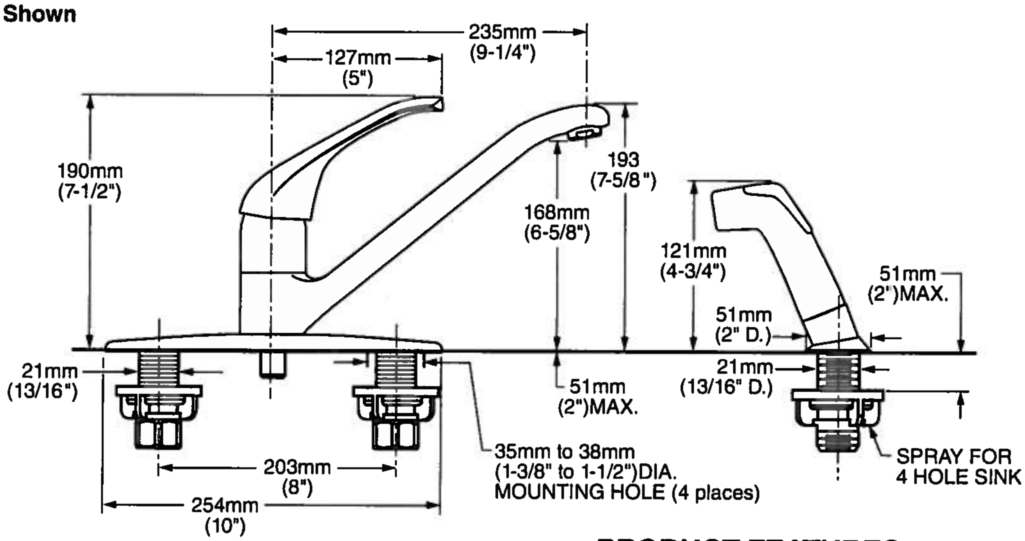
MODEL NUMBER:

☐ **4205.001 Kitchen Faucet**
Metal Lever Handle. Separate color-matched handspray.

☐ **4205.001.F15 Kitchen Faucet**
Same as above. 1.5gpm flow rate.

☐ **4205.000 Kitchen Faucet**
Metal Lever Handle. Less handspray.

☐ **4205.000.F15 Kitchen Faucet**
Same as above. 1.5gpm flow rate.



GENERAL DESCRIPTION:

Washerless 47mm ceramic disc valve cartridge with integral hot limit safety stop. Cast brass waterway with 1/2" male inlet shanks. Cast brass 9-1/4" (235mm) swivel spout, metal escutcheon plate (escutcheon size 10" L x 2-5/16" W), and metal handle. 2.2gpm/8.3L/min. maximum flow rate, 1.5gpm/5.7 L/min. maximum flow rate for F15 models.

PRODUCT FEATURES:

Ceramic Disc Valve Cartridge: Assures a lifetime of drip-free performance.

Cast Brass Waterway, Cast Brass Spout: Highest quality faucet materials for durability and long life.

Higher and Longer Spout: Spout designed to allow more room under spout and extended reach into the sink.

Memory Position Valving: Allows user to turn valve on and off at preferred temperature setting without readjusting handle position each time.

Adjustable Hot Limit Safety Stop: Limits the amount of hot water allowed to mix with cold. Reduces the risk of accidental scalding.

Lead Free: Faucet contains ≤ 0.25% total lead content by weighted average.

Simple Installation: Fast and easy one person installation. Faucet drops in from top. Quick-spin nuts secure faucet in place.

SUGGESTED SPECIFICATION:

Single control kitchen faucet shall feature a cast brass body and swivel spout, and all metal handle. Shall also feature washerless 47mm ceramic disc valve cartridge with integral hot limit safety stop. Fitting shall be American Standard Model # 4205.00_.___.___

Revised 3/11

American Standard

Style That Works Better

RELIANT+

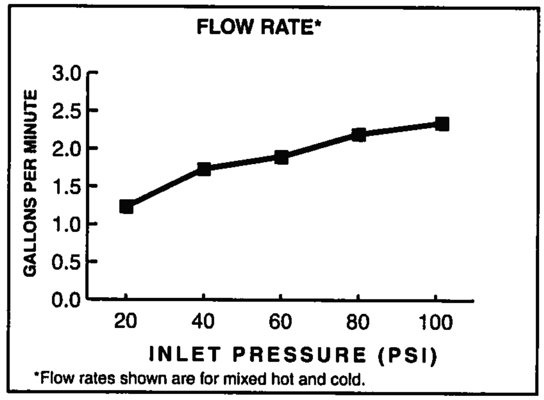
SINGLE CONTROL KITCHEN FAUCET

WITH CAST BRASS SPOUT

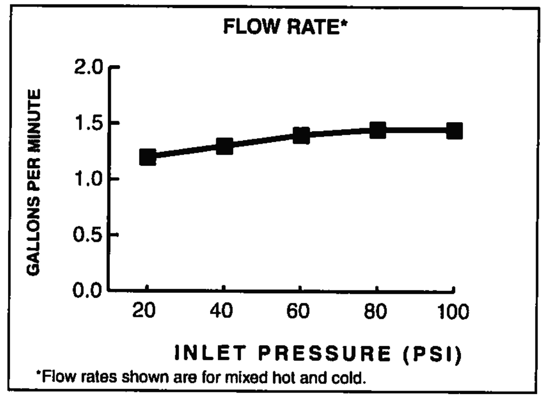
CODES AND STANDARDS

These products meet or exceed the following codes and standards:

ANSI A117.1
ASME A112.18.1
CSA B 125
NSF 61/Section 9 & Annex G



2.2gpm/8.3L/min. FLOW RATE



1.5gpm/5.7 L/min. FLOW RATE

Product Number	Description	Finish: Polished Chrome 002
4205.001	Kitchen faucet. Cast brass waterway with 1/2" male inlet shanks. Separate handspray.	
4205.001.F15	Same as above. 1.5gpm/5.7 L/min. flow rate.	
4205.000	Kitchen faucet. Cast brass waterway with 1/2" male inlet shanks. Less handspray.	
4205.000.F15	Same as above. 1.5gpm/5.7 L/min. flow rate.	

♿ Meets the American Disabilities Act Guidelines and **ANSI A117.1** Requirements for the physically challenged.

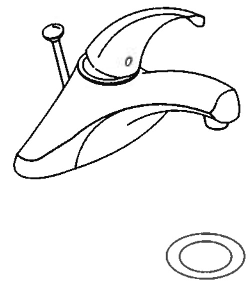
KOHLER.
FAUCETS

CORALAIS®

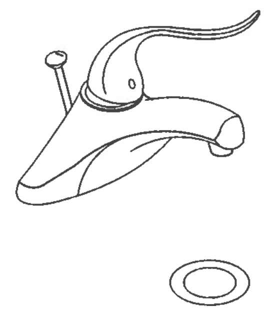
CENTERSET BATHROOM SINK FAUCET

K-15583

ADA | CSA B651 | OBC



K-15583-F
K-15583-P



K-15583-F5
K-15583-5P

Features

- *Metal construction*
- *One-piece, self-contained ceramic disc valve allows both volume and temperature control*
- *Temperature memory allows faucet to be turned on and off at any temperature setting*
- *High-temperature limit setting for added safety*
- *4-1/4" (108 mm) spout reach*
- *Stationary spout*
- *Metal throat plate*
- *For 4" (102 mm) centers*
- *Pop-up drain with tailpiece*
- *Available with flexible connections or ground joints*
- *1.5 gallons (5.7 liters) per minute maximum flow rate*

Codes/Standards Applicable

Specified model meets or exceeds the following at date of manufacture:

- *ADA*
- *ICC/ANSI A117.1*
- *CSA B651*
- *OBC*
- *ASME A112.18.1/CSA B125.1*
- *NSF 61*
- *All applicable US Federal and State material regulations*
- *EPA WaterSense®*

Colors/Finishes

- CP: Polished Chrome

Specified Model

Model	Description	Colors/Finishes
K-15583-F	Centerset bathroom sink faucet – 4-1/2" (114 mm) lever handle and flexible connections	❑ CP
K-15583-P	Centerset bathroom sink faucet – 4-1/2" (114 mm) lever handle and ground joints	❑ CP
K-15583-F5	Centerset bathroom sink faucet – 5-3/4" (146 mm) lever handle and flexible connections	❑ CP
K-15583-5P	Centerset bathroom sink faucet – 5-3/4" (146 mm) lever handle and ground joints	❑ CP

Optional Accessories		
1160594	Large Spray 0.35 gpm (1.32 lpm) – Insert only	❑ NA
_____	Additional flow options are available (refer to the Price Book)	❑ NA

Product Specification

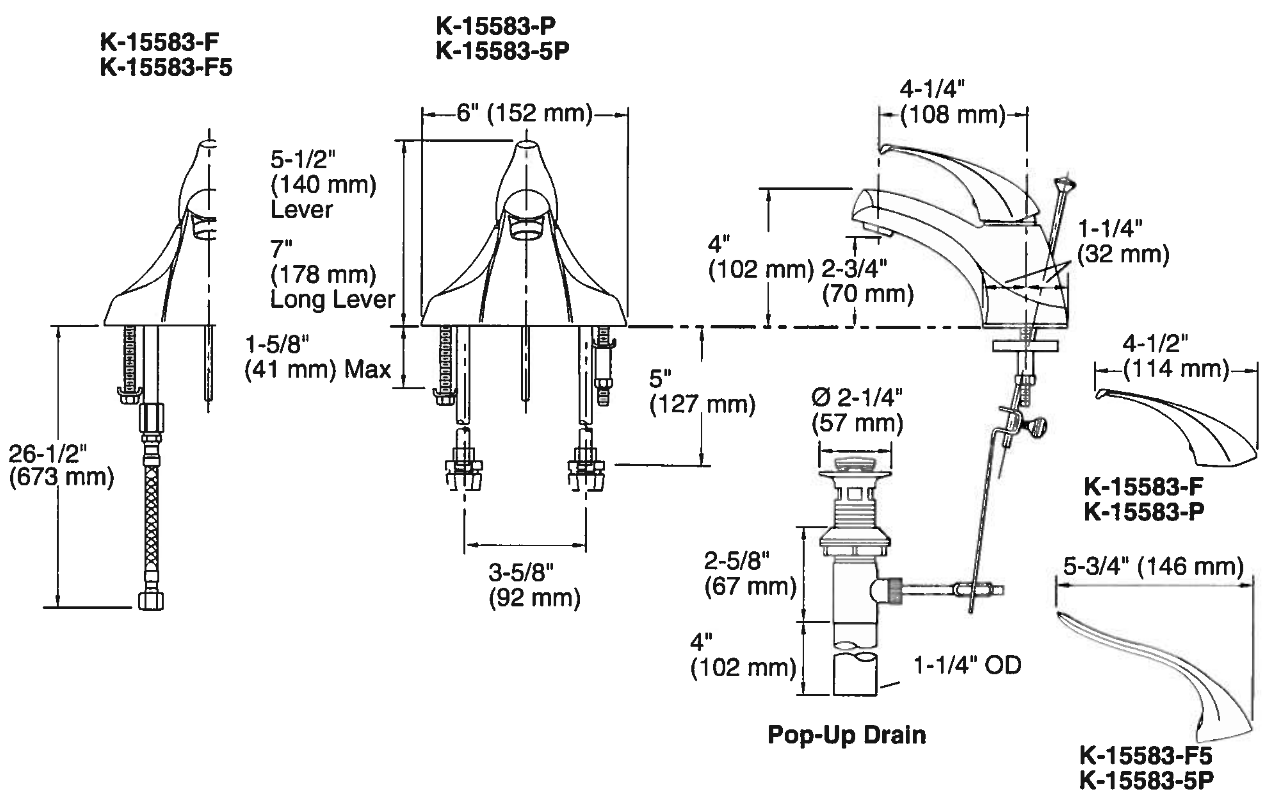
The single-handle centerset bathroom sink faucet shall be of metal construction. Product shall feature a one-piece, self-contained ceramic disc valve, which allows both volume and temperature control. Product shall feature temperature memory, allowing the faucet to be turned on and off at any temperature setting, and includes a high-temperature limit stop for added safety. Product shall feature a 4-1/4" (108 mm) spout reach, stationary spout, metal throat plate, and pop-up drain with tailpiece. Product shall be for 4" (102 mm) centers. Product shall be available with flexible connections or ground joints. Faucet shall be Kohler Model K-15583-____-CP

USA/Canada: 1-800-4KOHLER
(1-800-456-4537)
www.kohler.com

Installation Notes

Install this product according to the installation guide.

ADA, CSA B651, OBC compliant when installed to the specific requirements of these regulations.



Product Diagram

SLOAN

Gravity Series

Model

WETS 9000-1.28

Two Piece Floor Mounted Elongated Toilet Tank System

DESCRIPTION

Complete two piece vitreous china, elongated, floor mounted toilet tank system.

Flush Cycle

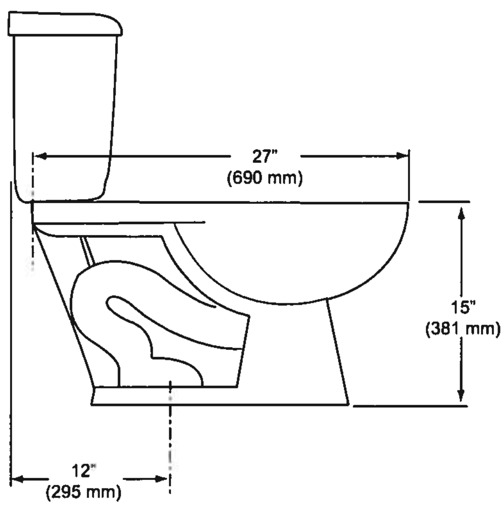
☐Model WETS-9000.9010-1.28 gpf/4.8 Lpf (Left Handle)

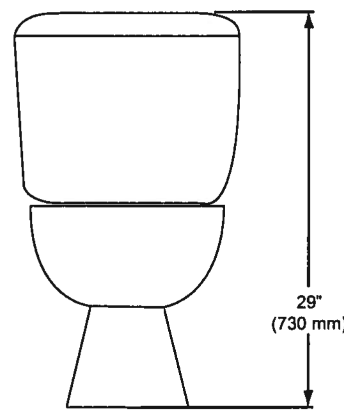
- ST-9000-A 1.28 Bowl
- ST-9010-A 1.28 Left Handle Tank

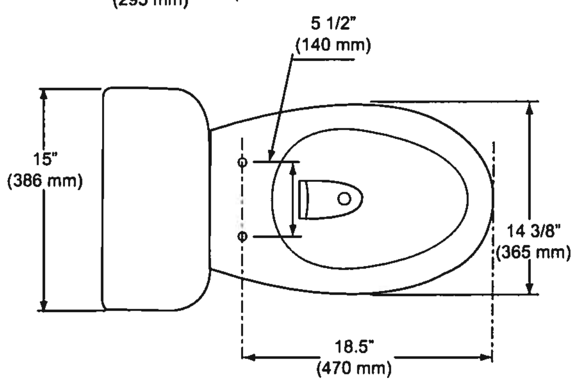
☐Model WETS-9000.9110-1.28 gpf/4.8 Lpf (Right Handle)

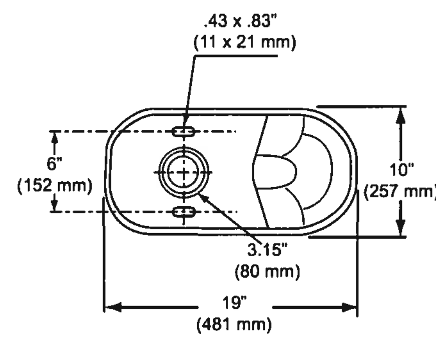
- ST-9000-A 1.28 Bowl
- ST-9110-A 1.28 Right Handle Tank

DIMENSIONS/ROUGH-IN

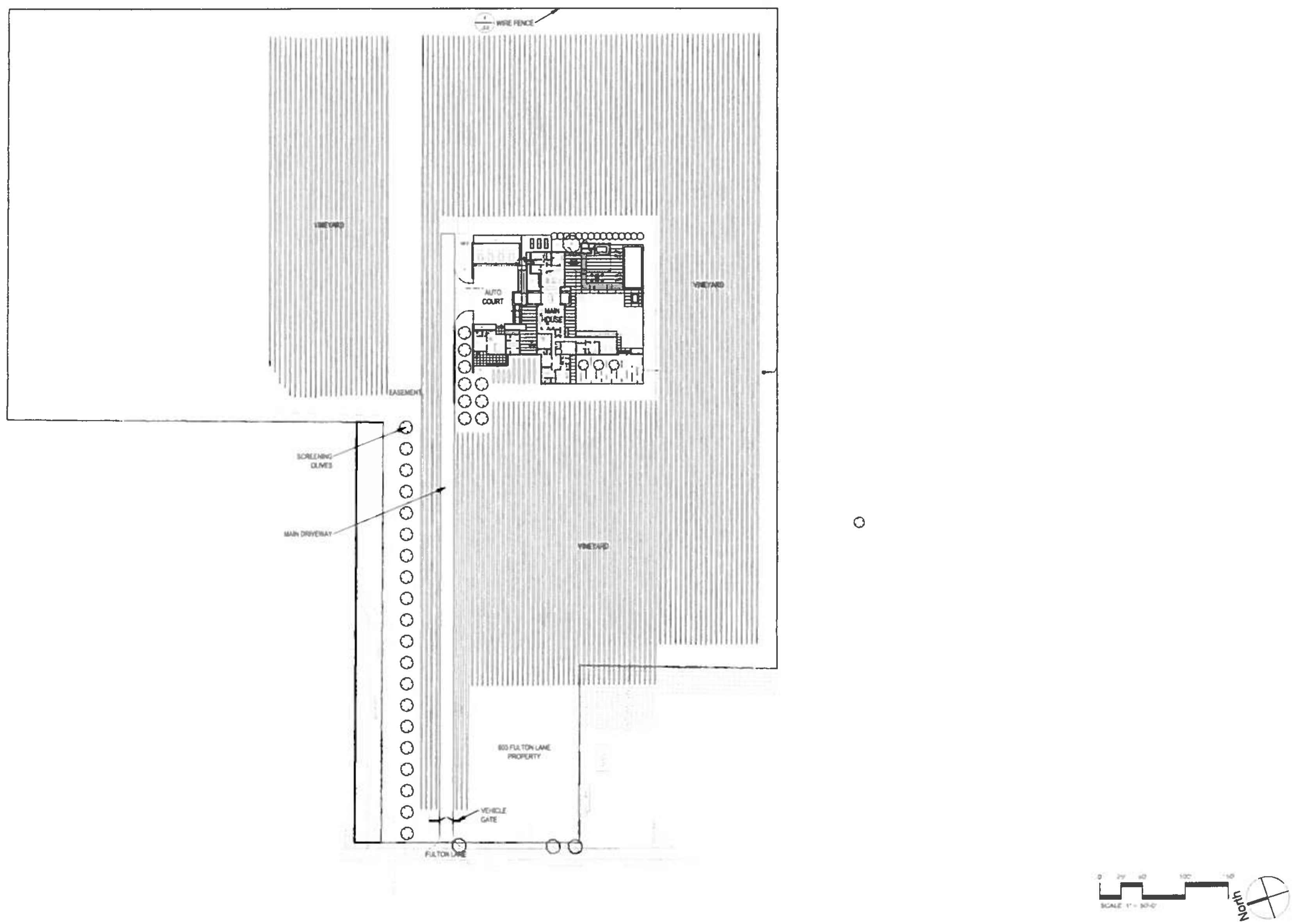








Appendix 2:
Architectural Plans



STUDIO
Landscape Architecture

601 FULTON LANE
601 FULTON LANE ST HELENA
CALIFORNIA 94574

Date	Issue
12-01-15	Design Review

OVERALL SITE PLAN

Drawn by: RP
Checked by: JM

L0.0

Appendix 3:
Fulton Lane Retrofit Cost

601 FULTON LANE RETROFITS

Residential Retrofit Project - Retrofit a 3 Bedroom, 2 Bathroom Residence

TYPICAL RESIDENTIAL DAILY WATER USE (NOT LOW FLOW)

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.60 gpf		3	6	28.8 gal	10,512 gal	0.03 af
2 Lavatory Faucet	2.2 gpm	0.25 min	3	6	9.90 gal	3,613.50 gal	0.01 af
1 Kitchen Faucet	2.2 gpm	4 min	1	6	52.8 gal	19,272 gal	0.06 af
2 Shower Head	2.5 gpm	8 min	1	6	120 gal	43,800 gal	0.13 af
Total					**211.50 gal**	**77,198 gal**	**0.24 af**

RESIDENTIAL DAILY WATER USE WITH LOW FLOW FIXTURES

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.28 gpf		3	6	23.0 gal	8,410 gal	0.03 af
2 Lavatory Faucet	1.5 gpm	0.25 min	3	6	6.75 gal	2,463.75 gal	0.01 af
1 Kitchen Faucet	1.5 gpm	4 min	1	6	36.0 gal	13,140 gal	0.04 af
2 Shower Head	1.5 gpm	8 min	1	6	72 gal	26,280 gal	0.08 af
Total					**137.79 gal**	**50,293 gal**	**0.15 af**

PROPOSED WATER USE SAVINGS

	Gallons		Acre Feet
	Daily	Annual	Annual
Regular-Flow Residenc	212	77,198	0.24
Low-Flow Residence	138	50,293	0.15
Savings	**74**	**127,491**	**0.39**

RETROFITS REQUIRED FOR 601 FULTON LANE

	Gallons		Acre Feet
	Daily	Annual	Annual
601 Fulton Lane Water Use	803	293,095	0.90
Water Savings per residence	74	26,904	0.08
Number of residences Needed to Retrofit	11		

601 FULTON LANE RETROFITS

Number of residences Needed to Retrofit	11	
2 Toilets per residence	Source of purchase:	Kohler Low Flow Toilet (See Source Below)
2 Lavatory Faucets per residence	Source of purchase:	American Standard Faucet (See Source Below)
2 Shower Heads per residence	Source of purchase:	American Standard Shower Head (See Source Below)
1 Kitchen Faucet per residence	Source of purchase:	American Standard Kitchen Faucet (See Source Below)

Material Cost per residence	Qty	Cost per Unit*	Total Cost
Toilets	2	$305.00	$610.00
Lavatory Faucets	2	$155.00	$310.00
Kitchen Faucets	1	$135.00	$135.00
Shower Heads	2	$207.00	$414.00
		Total Cost per residence	**$1,469.00**

Installation Cost per residence	Hour	Qty	Cost per Hour*	Total Cost
Toilets	1.5	2	$60.00	$180.00
Lavatory Faucets	1.5	2	$60.00	$180.00
Kitchen Faucets	1.5	1	$60.00	$90.00
Shower Heads	0.5	2	$60.00	$60.00
			Total cost per residenc	**$510.00**

Total cost per retrofitted residence **$1,979.00**

Total Material Cost (11 residences)	Qty	Cost per Unit*	Total Cost
Toilets	22	$305.00	$6,710.00
Lavatory Faucets	22	$155.00	$3,410.00
Kitchen Faucets	11	$135.00	$1,485.00
Shower Heads	22	$207.00	$4,554.00
		Total Cost	**$16,159.00**

Total Installation Cost (11 residences)	Hour	Qty	Cost per Hour*	Total Cost
Toilets	1.5	22	$60.00	$1,980.00
Lavatory Faucets	1.5	22	$60.00	$1,980.00
Kitchen Faucets	1.5	11	$60.00	$990.00
Shower Heads	0.5	22	$60.00	$660.00
			Total Cost	**$5,610.00**

Total cost for 601 Fulton Lane Project (11 residence **$21,769.00**

*List of Sources
Kohler Low Flush Toilet:
http://www.us.kohler.com/us/Cimarron-Comfort-Height-two-piece-round-front-1.28-gpf-toilet-with-AquaPiston-flush-technology-and-left-hand-trip-lever/productDetail/toilets/428991.htm

American Standard Bathroom Sink: http://www.wayfair.com/American-Standard-Tropic-Centerset-Bathroom-Sink-Faucet-with-Double-Lever-Handles-7
American Standard Kitchen Faucet: http://www.wayfair.com/American-Standard-Monterrey-Double-Handle-Top-Mount-Faucet-6409170-ASD7947.html
American Standard Shower Head: http://www.wayfair.com/American-Standard-Berwick-Volume-Shower-Faucet-Trim-Kit-T430.501-ASD7403.html
Source of Cost per Hour: http://www.angieslist.com/articles/how-much-does-it-cost-hire-handyman.htm

603 FULTON LANE RETROFITS

Residential Retrofit Project - Retrofit a 3 Bedroom, 2 Bathroom Residence

TYPICAL RESIDENTIAL DAILY WATER USE (NOT LOW FLOW)

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.60 gpf		3	6	28.8 gal	10,512 gal	0.03 af
2 Lavatory Faucet	2.2 gpm	0.25 min	3	6	9.90 gal	3,613.50 gal	0.01 af
1 Kitchen Faucet	2.2 gpm	4 min	1	6	52.8 gal	19,272 gal	0.06 af
2 Shower Head	2.5 gpm	8 min	1	6	120 gal	43,800 gal	0.13 af
Total					**211.50 gal**	**77,198 gal**	**0.24 af**

RESIDENTIAL DAILY WATER USE WITH LOW FLOW FIXTURES

	Average Flow	Duration	Daily Use	Occupants	Total Daily Water Use	Total Annual Water Use	Total Annual Water Use
2 Toilet	1.28 gpf		3	6	23.0 gal	8,410 gal	0.03 af
2 Lavatory Faucet	1.5 gpm	0.25 min	3	6	6.75 gal	2,463.75 gal	0.01 af
1 Kitchen Faucet	1.5 gpm	4 min	1	6	36.0 gal	13,140 gal	0.04 af
2 Shower Head	1.5 gpm	8 min	1	6	72 gal	26,280 gal	0.08 af
Total					**137.79 gal**	**50,293 gal**	**0.15 af**

PROPOSED WATER USE SAVINGS

	Gallons		Acre Feet
	Daily	Annual	Annual
Regular-Flow Residenc	212	77,198	0.24
Low-Flow Residence	138	50,293	0.15
Savings	**74**	**127,491**	**0.39**

RETROFITS REQUIRED FOR 603 FULTON LANE

	Gallons		Acre Feet
	Daily	Annual	Annual
603 Fulton Lane Water Use	571	208,415	0.64
Water Savings per residence	74	26,904	0.08
Number of residences Needed to Retrofit	**8**		

603 FULTON LANE RETROFITS

Number of residences Needed to Retrofit	8	
2 Toilets per residence	Source of purchase:	Kohler Low Flow Toilet (See Source Below)
2 Lavatory Faucets per residence	Source of purchase:	American Standard Faucet (See Source Below)
2 Shower Heads per residence	Source of purchase:	American Standard Shower Head (See Source Below)
1 Kitchen Faucet per residence	Source of purchase:	American Standard Kitchen Faucet (See Source Below)

Material Cost per residence	Qty	Cost per Unit*	Total Cost
Toilets	2	$305.00	$610.00
Lavatory Faucets	2	$155.00	$310.00
Kitchen Faucets	1	$135.00	$135.00
Shower Heads	2	$207.00	$414.00
		Total Cost per residence	**$1,469.00**

Installation Cost per residence	Hour	Qty	Cost per Hour*	Total Cost
Toilets	1.5	2	$60.00	$180.00
Lavatory Faucets	1.5	2	$60.00	$180.00
Kitchen Faucets	1.5	1	$60.00	$90.00
Shower Heads	0.5	2	$60.00	$60.00
			Total cost per residenc	**$510.00**

Total cost per retrofitted residence **$1,979.00**

Total Material Cost (8 residences)	Qty	Cost per Unit*	Total Cost
Toilets	16	$305.00	$4,880.00
Lavatory Faucets	16	$155.00	$2,480.00
Kitchen Faucets	8	$135.00	$1,080.00
Shower Heads	16	$207.00	$3,312.00
		Total Cost	**$11,752.00**

Total Installation Cost (8 residences)	Hour	Qty	Cost per Hour*	Total Cost
Toilets	1.5	16	$60.00	$1,440.00
Lavatory Faucets	1.5	16	$60.00	$1,440.00
Kitchen Faucets	1.5	8	$60.00	$720.00
Shower Heads	0.5	16	$60.00	$480.00
			Total Cost	**$4,080.00**

Total cost for 603 Fulton Lane Project (8 residences **$15,832.00**

*List of Sources
Kohler Low Flush Toilet:
http://www.us.kohler.com/us/Cimarron-Comfort-Height-two-piece-round-front-1.28-gpf-toilet-with-AquaPiston-flush-technology-and-left-hand-trip-lever/productDetail/toilets/428991.htm

American Standard Bathroom Sink: http://www.wayfair.com/American-Standard-Tropic-Centerset-Bathroom-Sink-Faucet-with-Double-Lever-Handles-7
American Standard Kitchen Faucet: http://www.wayfair.com/American-Standard-Monterrey-Double-Handle-Top-Mount-Faucet-6409170-ASD7947.html
American Standard Shower Head: http://www.wayfair.com/American-Standard-Berwick-Volume-Shower-Faucet-Trim-Kit-T430.501-ASD7403.html
Source of Cost per Hour: http://www.angieslist.com/articles/how-much-does-it-cost-hire-handyman.htm

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

APPROVING IN-LIEU WATER NEUTRALITY FEE IN THE AMOUNT OF $38,000 FOR THE TENTATIVE PARCEL MAP AT 601 FULTON LANE

RECITALS

A. City Municipal Code Section 13.12.050 New Development requires that new development completely offset its water demand by installing water efficient fixtures in existing homes or nonresidential facilities in the City, and

B. That Section of the Municipal Code also allows new development projects to petition the City Council to allow payment of an in-lieu retrofit fee; or allow an alternative innovative method of mitigating water use instead of off-site retrofits, if the off-site retrofits constitute an unusual hardship, and

C. A tentative parcel map to divide 601 Fulton Lane into two single family residential parcels was reviewed and approved by the City Council on November 25, 2014, and the Conditions of Approval for that tentative map include a water neutrality analysis to be submitted with any Design Review application, and

D. The Owner has submitted a Water Neutrality Report that identifies approximately 1,374 gallons per day increased demand as a result of the Project, which would require the retrofit of four single family homes, and

E. As an alternative to off-site retrofits, the Owner is requesting that the City Council allow payment of an in-lieu fee that is equal to the cost of the required off-site retrofits, $38,000.

RESOLUTION

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

1. The requirement for the two lot parcel map to retrofit four single family residences is an unusual hardship; and

2. An in-lieu water neutrality fee in the amount of $38,000 is approved for the tentative parcel map at 601 Fulton Lane.

I HEREBY CERTIFY that this Resolution was adopted at a regular meeting of the City Council held on April 12, 2016 by the following roll call vote:

ATTACHMENT 4

Mayor Galbraith: ______

Vice Mayor White: ______

Councilmember Crull: ______

Councilmember Dohring: ______

Councilmember Pitts: ______

APPROVED:

____

Alan Galbraith, Mayor

ATTEST:

____

Cindy Black, City Clerk

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Item No: 19

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **New Business**

Subject: Provide direction for the closure of the existing residential used motor oil recycling facility adjacent to 1574 Railroad Avenue

CEQA Status: Categorically Exempt from CEQA, Sections 15301, 15330 and 15061, "Common Sense exemption"

Prepared By: **Carlos Uribe, Public Works Maintenance Manager**
Steven Palmer, PE, Director of Public Works/City Engineer

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

BACKGROUND

The used motor oil recycling facility was constructed in 1999 in partnership with Napa County Public Works. The goal was to provide residents, growers and ranchers of Napa Valley a location to drop off and recycle used motor oil and filters. The location is adjacent to the Teen Center at 1574 Railroad Ave. It is unattended and intended to be open during daylight hours only. Users of the facility pour their used motor oil into a large tank and deposit used oil filters into an adjacent receptacle.

Currently, the used oil recycling facility is operated as a partnership between the County of Napa and the City. The County is responsible for the used oil and filter disposal contract and provides limited community outreach. The City maintains the location by inspecting three times per week; disposing of the used containers and trash; cleaning-up used oil spillage and over flows; and locking the tank when it is at full capacity to avoid overfilling. Staff contacts the County contractor, Safety Kleen, to pick up the oil and filters when needed. The City receives a $5,000 grant for used oil recycling from CalRecycle which is passed-through to Napa County Public Works. These funds pay for the contract with Safety Kleen, and educational materials. The City is not currently being reimbursed by the County for the staff time to maintain the facility.

DISCUSSION

In 2015, after a routine pick-up of the used oil, Safety Kleen, the contractor who hauls the oil from the site, alerted both the City and the County that the used oil was contaminated by a foreign substance. Consequently, they needed to perform an extensive decontamination of the oil container and the used oil hauled from the tank. Upper Valley

Waste Management Agency paid for the extra cost of the decontamination, however, it is likely that it will occur if there are future contamination problems. As a result, the County began to evaluate the potential risks involved with unattended oil recycling stations, and is seeking to terminate all agreements with operators of unattended used oil recycling facilities. Recently, the Napa County Public Works office notified City Staff that they are no longer interested in keeping the partnership with the City for operating the site under the terms of the current agreement.

The used oil recycling facility is primarily intended for use by residential households. CalRecycle also allows growers and ranchers to drop off up to 55 gallons of used oil with prior notice and by completing a variance packet. Evidence suggests that the facility is frequently used by commercial or agricultural customers. First of all, the used oil filter receptacle is frequently overflowing with commercial or agricultural style filters rather than those from standard vehicles. Second, the collection tank frequently fills up very fast, indicating that person(s) are disposing of large quantities of used oil at a time, which is not typical of a standard household with two or three cars. In 2015; 10,350 gallons (41,400 quarts) of used motor oil were collected and hauled from this facility.

Because the site is unattended, the City is not able to prohibit users from disposing of oil that is contaminated with other chemicals such as antifreeze, gasoline, or brake fluid. Unauthorized dumping and small spills are also common at the used oil recycling site and there have been numerous occasions when people attempt to deposit oil into a full tank, causing an overflow; or leaving or dumping their oil next to the tank. Public Works crews then have to clean up the spills and/or empty and dispose of oil receptacles that were improperly left next to the tank. A recent example occurred in February. Photographs of the incident are included as Attachment 2. This was time consuming for City staff to clean using bilge pads and shows the potential risks of the site.

Used oil recycling options and awareness have increased significantly since the facility was opened in 1999. St. Helena residents are currently able to have used oil and filters picked up from their home by calling Upper Valley Disposal and Recycling. St Helena residents can also utilize the used oil and filters drop-off station at Clover Flat Landfill, located on Silverado Trail, just south of the City of Calistoga. There is no extra charge to St. Helena residents who use Upper Valley for recycling and waste services for either of these collection services.

With termination of the agreement with Napa County, staff recommends closure of the site. Napa County would remove the tank. The City will be responsible for cleaning up the existing structure which is a concrete floor and 3 metal walls. Additional costs for securing the facility with fencing or similar items to prevent unauthorized drop-off of used oil. The City will develop a phased-in closure and a quality public education campaign notifying residential and commercial customers of the change. Residential customers will continue to receive curbside used oil recycling at no extra cost from Upper Valley Disposal and

Recycling; and be able to drop off at Clover Flat Landfill, or during a Household Hazardous Waste Roundup Day. Agricultural customers can drop off used oil and filters at Clover Flat Landfill. Commercial customers will need to contract with a firm for disposal or arrange for disposal via the Landfill or Hazardous Waste facility.

FISCAL IMPACT

The County would remove the tank and the City would be responsible for Site closure, clean up, and public outreach. The cost to remove the existing structures, and fence the site is estimated to be less than $10,000. However, this cost will increase if oil contaminated soil is discovered around the site. The cost to characterize, delineate, and remove contaminated soil is unknown at this time.

Under this option, the City would save staff time and materials required to inspect and maintain the facility. Closing the site would result in an annual savings of 2.5 manhours a week on staff time and aproximately $600 per year on materials.

RECOMMENDED ACTION

Direct Staff to proceed with closure of the Used Motor oil recycling site adjacent to 1574 Railroad Ave.

ALTERNATIVES

An alternative to closing the site is to continue to operate the facility as unattended and assume the associated risk and liability. Termination of the existing agreement with the County does not require that the City close the site, but would remove the County as a partner for that site. If the City decides to continue to operate the station, a new agreement with the County is necessary. Terms of the agreement are negotiable, however preliminary discussions indicate the County would reimburse the City for the costs of oil and filter hauling, and City maintenance costs; subject to a maximum annual amount that is equivalent to the CalRecycle grant of $5,000.

The City would continue to spend staff time and materials to inspect and maintain the facility, with potential reimbursement of up to $5,000. The City would assume all risk and responsibility for the facility, and be responsible for costs related to oil spills, overflows, or contamination of the tank. As an example, Upper Valley Waste Management paid $9,045 to Safety Kleen for costs related to the contaminated oil that was discovered in 2015. That was only for one compartment being contaminated. In a case where an entire load becomes cominated, the cost can be upwards of $30,000.00. The financial risk associated with this option is unknown, but significant.

ATTACHMENTS

1. Contract with Napa County
2. Photos

CITY OF ST. HELENA

RESOLUTION NO. 98-127

ATTACHMENT 1

APPROVING A GRANT AGREEMENT WITH NAPA COUNTY FOR COLLECTION OF USED OIL AND OIL FILTERS

RECITALS

Napa County Environmental Health Department received a grant for recycling used oil and has requested permission to place a container in the City for use by residents who do not have a curbside collection service by Upper Valley Disposal.

Staff has selected Fulton Lane next to the Teen Center as the location for collection of used oil and oil filters.

RESOLUTION

The City Administrator is hereby authorized to execute the attached Grant Agreement for Collection of Used Oil and Oil Filters between the County of Napa and the City of St. Helena.

Approved at a Regular Meeting of the St. Helena City Council on the December 8, 1998, by the following vote:

Ayes:	Councilmembers Brown, Potter, Savidge, Slavens, Mayor Toller
Noes:	None
Absent:	None
Abstain:	None

APPROVED:

Frank Toller
Mayor

ATTEST:

Delia Guijosa
City Clerk

NAPA COUNTY AGREEMENT NO. 4111

COUNTY OF NAPA
GRANT AGREEMENT FOR COLLECTION OF USED OIL AND OIL FILTERS

THIS GRANT AGREEMENT is made and entered into this 19th day of January, 1999, by and between the COUNTY OF NAPA, a political subdivision of the State of California, (hereinafter referred to as "COUNTY") and St. Helena City (hereinafter referred to as "GRANTEE").

RECITALS:

Whereas, COUNTY has been awarded Used Oil Recycling Block Grant No. UBG5-96-1926-28 and Used Oil Opportunity Grant No. UOG4-97-2345 (these grants and any amendments thereto are hereafter referred to as (the "Oil Grants") from the California Integrated Waste Management Board ("CIWMB") and desires to use the Oil Grants to purchase equipment and materials for the collection and disposal of residentially generated oil and oil filters.

Whereas, COUNTY desires to enter into an agreement with GRANTEE whereby COUNTY will grant funds from the Oil Grants to GRANTEE in exchange for GRANTEE's use of the funds to operate an oil collection site and provide oil disposal services to the public.

Whereas, GRANTEE desires to accept said funds from the Oil Grants from COUNTY to operate a used oil collection program (the "Collection Program") on the terms and conditions contained herein.

Whereas, GRANTEE's operation of the Collection Program will provide a benefit to the public by providing County residents with a safe and convenient method for disposing of residentially generated oil and oil filters, will assist the COUNTY in meeting its state mandated recycling goals and protect the environment from illegal disposal of used oil.

WITNESSETH:

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. *Grant of Funds.* In exchange for COUNTY's agreement to purchase and install the equipment and materials necessary for GRANTEE to operate the Collection Program and to reimburse GRANTEE for costs associated with hauling and disposal of used oil and oil filters acquired under the Collection Program, the GRANTEE agrees to abide by the terms and conditions contained herein. COUNTY's financial obligation shall be expressly contingent upon and subject to the availability of adequate funds appropriated by the COUNTY Board of Supervisors and the CIWMB for the Collection Program.

2. *Right of Entry.* GRANTEE hereby grants COUNTY permission to enter GRANTEE's property for purposes of installing the equipment and materials necessary for GRANTEE to operate a Collection Program. The parties understand and agree that the license granted herein shall not be considered exclusive and nothing contained in this Agreement shall be construed as giving COUNTY an interest or estate in GRANTEE's property.

3. *Responsibilities of Parties.* GRANTEE agrees to undertake performance of the activities required to implement a Collection Program including, but not limited to, the collection, storage, disposal of residentially generated used oil and oil filters in accordance with all federal, state and

local laws and as generally set forth in Exhibit A, attached hereto and made a part hereof by reference. In order to assist GRANTEE, the COUNTY agrees to perform the related activities as set forth in Exhibit B, attached hereto and made a part hereof by reference.

4. ***Grantee Qualifications.*** GRANTEE hereby represents that it is qualified and desirous of performing the tasks herein set forth and shall perform the services in a manner compatible with the standard of GRANTEE'S profession.

5. ***Permits.*** The GRANTEE, with COUNTY's assistance, shall obtain all necessary government permits and/or certifications to operate the Collection Program. The GRANTEE shall prepare the applications and abide by the California Code of Regulations (CCR), Title 14, Chapter 8.

6. ***Availability of Funds.*** The COUNTY's obligation under this Agreement is expressly made contingent upon and subject to the availability of funds appropriated by the Board of Supervisors and the CIWMB for the Collection Program. Notwithstanding Section 26 herein, the COUNTY may terminate this Agreement immediately in the event that adequate funds are not appropriated by the Board of Supervisors due to a lack of funding from the CIWMB.

7. ***Materials and Equipment.*** The COUNTY shall purchase the initial equipment and materials necessary for GRANTEE to operate the Collection Program and shall install the same on GRANTEE's property at a mutually agreeable location. A description of said equipment and materials and the value of same shall be kept by the COUNTY. Upon installation of the equipment and materials, title to said equipment and materials shall vest with the GRANTEE and GRANTEE shall have sole control and responsibility over same provided GRANTEE complies with the terms and conditions contained herein.

8. ***Site Preparation; Maintenance of Equipment.*** The COUNTY shall have permission to enter GRANTEE's property to prepare the site and install the necessary equipment including, but not limited to, installation of a tank for collection of the oil, for GRANTEE to provide the services described herein. After installation of the equipment, COUNTY shall have no control over the equipment and shall have no responsibility or obligation whatsoever to maintain, test or inspect the equipment. The parties understand and agree that after installation, GRANTEE shall have sole and complete responsibility for maintenance of the equipment and GRANTEE shall comply with all federal, state and local laws regarding maintenance, testing and inspection of the equipment. The COUNTY shall have the option but not the obligation, in its sole discretion, to acquire such equipment and materials from the GRANTEE upon termination of this Agreement. The equipment and materials used in the Collection Program may be subject to inspection by the local fire district or the COUNTY Department of Environmental Management (DEM).

9. ***Accident Prevention.*** In the course of providing services described herein, the GRANTEE shall exercise the utmost care and take all reasonable precautions to protect persons (including employees, COUNTY staff, and the public) and property from harm. All care shall be employed to insure that the services described herein proceed under the highest standards of safety and prudence, and in compliance with all applicable laws relating to safety and operation of a Collection Program.

10. ***Accident, Loss or Damage.*** In the event of an accident, loss or damage as a result of the GRANTEE's performance of the Collection Program, the GRANTEE shall promptly notify the COUNTY and any federal, state or local agency with jurisdiction over the Collection Program required by law to be notified of such accident, loss or damage. The GRANTEE shall also complete the necessary accident reports required by law and insurance forms required by GRANTEE's insurer and provide copies of the same to the COUNTY.

11. *Documentation.* The GRANTEE shall be responsible for preparation of bills of lading, manifests, and other appropriate regulatory documentation in accordance with federal and state rules and regulations. The COUNTY shall not be responsible for costs incurred as a result of errors in document preparation.

12. *GRANTEE Indemnification.* GRANTEE and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective officers, agents and employees from any claim, loss or liability including without limitation, those for personal injury (including death) or damage to property, arising out of or connected with any acts or omissions of that party or its officers, agents, or employees when performing any activities or obligations of that party required under this Agreement.

13. *Grantee Employees.* GRANTEE shall be responsible for the health and safety of its employees and subcontractors.

14. *Insurance Coverage.* GRANTEE shall provide proof of insurance satisfactory to the Napa County Risk Manager and documentation evidencing that GRANTEE has satisfied the coverage requirements contained in Exhibit C attached and incorporated here by reference.

15. *Transport.* The GRANTEE shall arrange for the transport of used oil and oil filters with a hauler that holds a Hazardous Waste Transporter Registration with the State of California Department of Toxic Substances Control (DTSC). "Registered Hazardous Waste Transporter" shall have the meaning set forth in California Administrative Code (CAC), Title 22, Section 66176, and shall be a transporter that is registered with the California DTSC as required by California Health and Safety Code (HSC), Articles 6 and 6.5, and, CAC, Title 22, Articles 5 and 6.5, and is in full compliance with all applicable laws and regulations, including but not limited to California HSC Sections 25160-25169.3, CAC, Title 22, Sections 66420-66460, 66530-66564, and 40 C.F.R. Part 263. The GRANTEE shall be solely responsible for determining where and how its shall dispose of used oil and oil filters collected under the Collection Program in compliance with all applicable federal, state and local laws regarding disposal of used oil and oil filters. The GRANTEE shall make a good faith effort to obtain competitive pricing for these services. The COUNTY shall reimburse the GRANTEE for reasonable hauling and transport costs associated with the Collection Program and incurred by the GRANTEE. The GRANTEE may direct the transporter to directly invoice the COUNTY for reasonable hauling and transport costs associated with the Collection Program and the COUNTY agrees to make direct payment to said transporter.

16. *Laws and Regulations.* The GRANTEE shall perform all Collection Program services in accordance with all applicable federal, state, and local laws and regulations. The GRANTEE shall use equipment and vehicles that meet relevant federal, state, and local laws/regulations. The GRANTEE shall secure any new permits required by authorities having jurisdiction over the services described herein.

17. *Grantee Sublet.* The GRANTEE shall not sublet or assign any portion of this Agreement except with the prior written consent of the COUNTY. The consent of the COUNTY shall not be unreasonably withheld. No such consent shall be construed as making the COUNTY a party to subcontract or subjecting the COUNTY to liability of any kind to any subcontractor or assignee. No subcontractor shall, under any circumstances, relieve the GRANTEE of his liability and obligations under the Agreement.

18. *County Employees.* The GRANTEE shall not employ COUNTY employees.

19. *Nondiscrimination Clause.* During the performance of this Agreement, the GRANTEE and its subcontractors shall not engage in discrimination in the employment of such persons based on race, religion, color, ethnic group identification, sex, sexual preference, age or physical or mental disability.

20. *Entirety of Agreement.* This Agreement, together with the Exhibits hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, presentations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof. No modification, amendment, supplement to, or waiver of this Agreement, or any of its provisions, will be binding on the parties unless made in writing and signed by such parties.

21. *Severability of Provision.* In the event any one or more provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal, or unenforceable provisions shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

22. *Waiver.* No waiver of any term or condition of this Agreement, or any breach of this Agreement, or any part thereof, shall be effective unless expressed in writing and signed by the party to be bound, and shall not be deemed a waiver of any other term or condition of this Agreement, or of any subsequent breach of this Agreement or any part thereof.

23. *Changes to Agreement.* This Agreement may be modified from time to time as to the scope of services or the time of performance and shall be mutually agreed upon in writing by and between the GRANTEE and COUNTY.

24. *Grantee as Independent Agent.* It is specifically understood and agreed that the GRANTEE (his agent or employee) is not an agent or employee of the COUNTY, but is an independent contractor not subject to the direction and control of the COUNTY except as to final result. The GRANTEE shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and Social Security. The GRANTEE agrees to indemnify and hold the COUNTY harmless from any liability which it may incur to the federal or state governments as a consequence of this Agreement.

25. *Audit of Books and Records.* Should the COUNTY wish to, it may (at its own expense) undertake an independent audit and/or evaluation of the GRANTEE'S and any subcontractor's records and accounts of expenditures and program activities. The GRANTEE and its subcontractors agree to furnish all items necessary, in the COUNTY's discretion, to complete said audit and/or evaluation subject to restrictions on confidentiality and limited to the expenditure or receipt of program funds, and program quality. The GRANTEE shall maintain such records as are necessary to verify expenses incurred and such records shall be available for inspection at all reasonable times during the term of this Agreement and for three (3) years following final payment to the GRANTEE.

26. *Termination.* Either party shall have the right to terminate this Agreement upon forth-five (45) days written notice to the other party. In such an event, GRANTEE shall deliver to the COUNTY copies of all finished and unfinished studies, applications, reports, or documents pertaining to the Agreement, unless the COUNTY grants the GRANTEE the right to retain all studies, applications, reports, or documents pertaining to this Agreement. The GRANTEE shall be entitled to receive just and equitable compensation for all satisfactory services completed as

determined by the COUNTY.

27. *Payment.* If GRANTEE is a State Certified Collection Center, GRANTEE will submit quarterly payment requests directly to the CIWMB. If GRANTEE contracts for oil hauling directly, GRANTEE will submit copies of invoices for reimbursement by COUNTY. Payment shall be made promptly upon verification thereof by COUNTY. GRANTEE shall provide such other and further documentation as the COUNTY may reasonably require verifying payment hereunder. The COUNTY may by agreement pay the transporter directly (refer to paragraph 15).

28. *Administration of Contract.* The COUNTY employee responsible for administration of this Agreement is Trent Cave, Director of Environmental Management.

29. *Notice.* All notices, invoices, and correspondence shall be delivered to the COUNTY at: Napa County Department of Environmental Management, 1195 Third Street, Room 101, Napa, California 94559, and to GRANTEE at: St. Helena City, 1500 Main Street, St. Helena, CA 94574.

IN WITNESS WHEREOF, COUNTY and GRANTEE have executed this Agreement this 19th day of January, 1999.

COUNTY OF NAPA

By Mark Luce

MARK LUCE
Chairman, Board of Supervisors

APPROVED AS TO FORM:
LAURA ANDERSON, COUNTY COUNSEL'S
BY Laura J Anderson

ATTEST: MARY JEAN MCLAUGHLIN
Clerk of the Board of Supervisors
By Teri Sixton, Deputy

"GRANTEE" CITY OF ST. HELENA

By Bonnie Long
BONNIE LONG, St. Helena City Administrator

APPROVED JAN 19 1999
BOARD OF SUPERVISORS
COUNTY OF NAPA

MARY JEAN MCLAUGHLIN
CLERK OF THE BOARD

BY M. Price Deputy

APPROVED AS TO FORM: St Helena City Attorney
By [illegible signature]

ATTEST: DELIA GUILOSA, Clerk of the City Council of St. Helena
By Delia Guijosa

EXHIBIT A
GRANTEE'S OBLIGATIONS

GRANTEE shall:

1. Accept residentially generated used oil and oil filters free of charge, from the public during regular operating hours. If GRANTEE applies for and receives certification from the state as a Certified Used Oil Collection Center then GRANTEE will offer to pay the pubic the recycling incentive of $0.16 per gallon for used oil brought to the collection center.

2. Obtain and utilize an EPA ID number, as required, from the California Department of Toxic Substances Control (DTSC).

3. At discretion of GRANTEE, apply for state certification as a Certified Used Oil Collection Center. Upon certification GRANTEE will follow all Federal, State and local rules and conditions associated with becoming a Certified Used Oil Collection Center and operating as such including, but not limited to, complying with the CIWMB's summary of responsibilities contained in Exhibit "E" attached and incorporated here by reference.

4. Monitor the level of the collection tank and when necessary arrange for a hauler that holds a Hazardous Waste Transporter Registration with the State of California DTSC to pick up and recycle used oil and oil filters from the site. Oil filters shall be stored in DOT approved drums at all times.

5. Maintain copies of all manifests and/or bills of lading for a period of three years from the date of final payment from the COUNTY.

6. Submit invoices for direct payment or reimbursement to the COUNTY for hauling expenses for used oil and oil filters collected from the public. If GRANTEE is a state Certified Collection Center, GRANTEE shall submit recycling incentive claims to the CIWMB, for reimbursement for used oil collected from the general public, from oil changes performed on a customer's vehicle, and/or generated through a state Certified program such as the Industrial Generator Program.

7. Assist the COUNTY in tracking volumes of used oil collected from the public by submitting quarterly reports (Exhibit D) to COUNTY Department of Environmental Management. If GRANTEE is a Certified Used Oil Collection Center, GRANTEE will submit copies of recycling incentive claims sent to the CIWMB to the COUNTY Department of Environmental Management with the quarterly reports.

8. Work with COUNTY to determine appropriate on-site signage which will inform the public of the availability of used oil collection, and instruct them in proper procedures.

9. Maintain the site, inspect for leakage, spills or other releases from the collection tank and perform any and all tasks necessary for daily operation of the Collection Program.

EXHIBIT B
COUNTY'S OBLIGATIONS

The COUNTY shall:

1. Pay for all reasonable costs for site preparation, purchase a used oil tank and/or related used oil and oil filter collection and containment equipment for use by the GRANTEE for the duration of the program. Equipment will be used to store used oil and oil filters generated from public collection activities, from oil changes performed on GRANTEE's customers' vehicles, and/or oil generated through other state certified oil programs. The tank shall meet all local, state, and federal specifications and have approval of the local Fire Department. COUNTY retains the right to repurchase the equipment including the tank upon termination of this Agreement.

2. At GRANTEE's request, assist GRANTEE with application(s) to CIWMB for certification for used oil programs including Certified Used Oil Collection Center and Industrial Generator.

3. Provide GRANTEE with a description of procedures which describe methods used to prevent acceptance of contaminated used oil.

4. Provide payment to GRANTEE for collection of used oil and oil filters received through public collection activity, if CIWMB Used Oil Recycling Block Grant funds are available and have been allocated to the COUNTY. COUNTY will also provide payment to Collection Centers for the recycling of oil filters through the Used Oil Recycling Block Grant program.

5. Work with GRANTEE to determine appropriate signage for site. Purchase and install signs.

6. Advertise the availability of the used oil collection center. The advertisement will meet the requirements of California Certified Used Oil Collection Center program.

7. All funding for this Agreement and continuation of program is subject to availability of funds under the California Used Oil Recycling Block Grant Program.

8. Continue to apply for Used Oil Recycling Block Grants to fund the Collection Program.

9. Train GRANTEE'S employees on safe handling practices and operation of a Collection Program.

10. Provide public outreach programs to promote community awareness of the Collection Program.

EXHIBIT C
INSURANCE COVERAGE REQUIREMENTS

A. Full Workers' Compensation and Employer's Liability Insurance covering all employees of GRANTEE as required by law in the State of California.

B. Commercial General Liability Insurance of not less than $500,000 combined single limit per occurrence for bodily injury and property damage.

C. Automobile liability insurance of not less than $500,000 is required in the event motor vehicles are used by the GRANTEE in the performance of the Agreement.

D. GRANTEE shall furnish a certificate of insurance satisfactory to the COUNTY Risk Manager as evidence that the insurance required above is being maintained.

E. The insurance will be issued by an insurance company acceptable to the Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

F. GRANTEE agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or there is a material change in coverage any time during the term of this Agreement, GRANTEE agrees to provide at least 30 days prior to said expiration date or change in coverage, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Risk Management Division and GRANTEE agrees that no work or services shall be performed prior to the giving of such approval. In the event the GRANTEE fails to keep in effect at all times insurance coverage as herein provided, COUNTY may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

G. The certificate of insurance shall include the following provisions:

(i) The insurer will not cancel or make a material change in the insured's coverage without 30 days prior written notice to the COUNTY; and

(ii) The COUNTY of Napa, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.

(iii) The GRANTEE's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees or volunteers shall be excess of the GRANTEE's insurance and shall not contribute with it.

H. Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, and volunteers; or the GRANTEE shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

I. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or volunteers.

J. The insurance companies shall have no recourse against the COUNTY of Napa, its officers, officials, employees and volunteers or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

K. GRANTEE's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.

L. In the event GRANTEE cannot provide an occurrence policy, GRANTEE shall provide insurance covering claims made as a result of performance of this contract for not less than three years following completion of performance of this Agreement.

EXHIBIT D
QUARTERLY REPORT

The COUNTY must submit regular reports to the State on the volume of used oil collected from the public. To assist the COUNTY in this effort, the COUNTY Department of Environmental Management asks that the collection sites (GRANTEES) submit the following information on a quarterly basis.

Year____________

For Quarter:

____ Jan 1 – March 31 ____April 1 - June 30 ____ July 1 – Sept 30 ____ Oct 1– Dec 31

Gallons of Used Oil Collected:

From General Public ______________________________

From Customers
(auto repair/oil change sites) ______________________________

Generated through your business uses
(Industrial Generator) ______________________________

TOTAL GALLONS ______________________________

Number of Used Oil Filters Collected: ____________________ (# of 55-gallon drums)

A. If you are a State Certified Use Oil Collection Center please attach a copy of the recycling incentive claim form

B. If you are if you are requesting reimbursement **please attach a Copy(s) of the Bill of Laiding/Invoice from hauler.**

Grantee Name ____

Address ____

____

Contact Person ____

Telephone ____

EXHIBIT E
SUMMARY OF RESPONSIBILITIES ACCORDING TO THE CIWMB

(INCLUDED ON FOLLOWING PAGES)

h:/docs/envtmgt/contracts/oilagreemnt1.doc

RECYCLE
USED OIL

CERTIFIED CENTER OPERATOR GUIDE

Your partnership in meeting the challenge of recycling California's used oil is greatly appreciated. This summary sheet has been prepared for you to keep as an information guide about California's Certified Used Oil Collection Center Program. For general information, call to (916) 255-2891. For incentive claims questions, call (916) 255-2707.

As the Operator of a Certified Collection Center your responsibilities are to:

- Accept used oil from the public at no charge and verbally offer the $0.16 per gallon recycling incentive.
- Display, easily seen from a public street, the California Integrated Waste Management Board (CIWMB) Certified Used Oil Collection Center sign.
- Accept no more than a total of 20 gallons per person per day in containers no larger than 5 gallons. You may set a maximum daily limit. The maximum limit may not be less than five gallons per person per day.
- Refer persons who have used oil suspected of being contaminated, to the local environmental health or public works office so they may be informed where to safely dispose of contaminated used oil, or provide the name and address of the nearest disposal location.
- Maintain written procedures telling employees how to prevent the acceptance of contaminated used oil.
- Advertise at least once every six months via general media, that the center accepts used oil at no charge and offers payment of the recycling incentive. Advertising may be conducted either by the center, corporate headquarters, or local government.
- Keep the certificate, or with Board approval, a copy of the certificate on site.
- Operate in accordance with all Federal, State, local laws, and regulations.
- Maintain records pertaining to used oil collection for at least 3 years and provide Board staff access to these records.
- Postmark incentive claims no later than the 45th calendar day following the end of the quarter within which the used oil is hauled to a certified recycling facility.

June 97

California
Integrated
Waste
Management
Board

8800 Cal Center Dr.
Sacramento
CA 95826
(916) 255-2200

Commonly Asked Questions

What Is The Oil Recycling Enhancement Act?
The California Oil Recycling Enhancement Act became effective in January 1992. The purpose of the Act is to discourage the illegal disposal of used oil, a hazardous material, through recycling, recover a valuable natural resource, and protect public health and the environment.

Can I Receive Financial Assistance In Setting Up a Certified Center?
Local governments may be able to provide financial assistance to businesses through grants. These programs are designed to enhance the collection and recycling of used lubricating oil. Contact your city or county government for more information.

What Is Lubricating (Motor) Oil?
Any oil which can be used in machinery powered by an internal combustion engine, such as automobiles, buses, trucks, vessels, planes, trains, and heavy equipment.

How Long Does It Take To Become Certified?
Often your application is reviewed and processed in less than two weeks. The maximum time from receipt of application to certification is 55 calendar days.

How Often Can I Submit a Claim to Get My Money Back?
Claims can be submitted up to three times in a quarter. You can collect the recycling incentive beginning the date of certification.

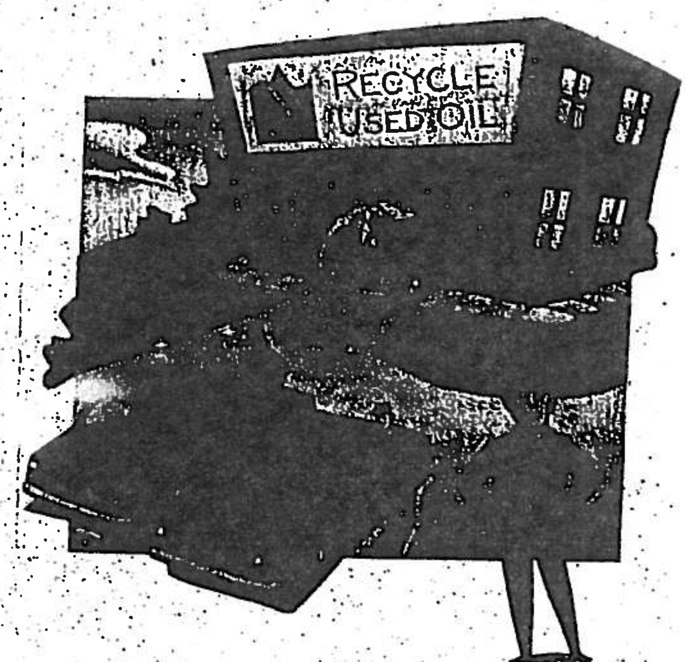
How Long Does It Take To Process A Claim?
Claims are typically processed within four to six weeks. The maximum processing time for a properly prepared claim is 50 calendar days.

If I Currently Accept Used Oil From The Public, Am I Required To Become A Certified Center?
No, but if you do become certified, you are eligible to claim the recycling incentive on all used oil handled by the Center and you enjoy the marketing benefits of being a Certified Center.

Printed On Recycled Paper

INTEGRATED WASTE MANAGEMENT BOARD
8800 CAL CENTER DRIVE
SACRAMENTO, CALIFORNIA 95826

Become The Center of Attention



It's Good For You and Your Community

Become A Certified Center

A Certified Center is a business which accepts used lubricating (motor) oil from the public and receives payment for those collections.

Hundreds of privately owned companies in California have already become Certified Centers. The types of businesses include:

- Gas stations
- Quick lube centers
- Auto parts stores
- Auto repair shops
- Auto dealerships

The Benefits:
Why You Become the Center of Attention

- **You will receive four cents for each quart** (or 16 cents for each gallon) of used motor oil you collect for recycling from customers whose oil you change.
- **Receive free publicity for your business** through a listing on the Integrated Waste Management Board's recycling hotline, and receive a well-recognized sign to post and draw in customers. In addition, your business may be promoted in regional public education campaigns.
- **Submit claims for used oil** obtained when you service customers vehicles - you don't have to offer reimbursement to the customer for their oil.
- **Profit from the increased customer traffic** of those returning used motor oil to your location.
- **Protect California's environment and public health** by helping prevent illegal disposal of used oil.
- **Enhance your company's image** as being sensitive to environmental issues by providing the do-it-yourselfer with the opportunity to recycle used oil.

How to Become a Certified Center

Complete and submit an application for certification.

Obtain an application by calling or writing:

California Integrated Waste Management Board
Used Oil Recycling Program
8800 Cal Center Drive, Sacramento, CA 95826
916/255-2891

Responsibilities of a Certified Center

- Accept, during regular business hours, up to 20 gallons of used motor oil from each person, per day, in five-gallon containers or less.
- Offer four cents per quart (or 16 cents per gallon) recycling incentive to the public for their used motor oil. If the public donates the oil, you keep the incentive.
- You can refuse used oil if it's contaminated by materials which make the oil non-recyclable. Refer the do-it-yourselfer to the nearest location which accepts contaminated oil.
- Submit a claim for the used motor oil you have collected for recycling.
- Advertise that you operate a Certified Center.
- Operate in accordance with all federal, state, and local laws and regulations.

What Certified Centers Provide the Public

- A convenient location to dispose of used motor oil.
- A recycling incentive.
- A chance to feel good about doing something positive for the environment.

How Can You Help?

You can help by providing the public with more convenient *opportunities* to recycle their used oil.

Becoming a Certified Used Oil Collection Center will increase the number of collection locations. Increasing the number of Certified Centers will help to discourage illegal disposal of used oil, recover a valuable natural resource, and protect public health and the environment.

Be a part of the growing team offering the public the opportunity to recycle their used oil. In doing this, you qualify for the financial incentive, create retail loyalty, and help the environment!

Become the **CENTER OF ATTENTION** by signing up to become a Certified Used Oil Collection Center!

Become a Certified Center. It's good for you and the community.

RECYCLE USED OIL

ATTACHMENT 2


OPEN
USED MOTOR
OIL ONLY!


CLOSED
USED MOTOR
OIL ONLY!

Item No: 20

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **Staff Report**

Subject: **Fiscal Year 2015/16 3rd Quarter Finance Report**

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.

Staff has prepared the following for Council:

1. Third quarter (Q3) staff report for Fiscal Year (FY) 2015-16. This report is a summary of transactions from January 1, 2016 to March 31, 2016.
2. FY 2015/16 Q3 List of Warrants over $100,000

DISCUSSION

General Fund

General Fund revenue received from July 1, 2015 through March 31, 2016 for Fiscal Year (FY) 2015/16 is $6,436,999. To date 63% of General Fund revenue has been collected, this is down 1% from last year at the same time. 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 shows how much has been collected in FY 2015/16 Q3 compared to collection in FY 2014/15 Q3. Revenue estimates are on track for FY 2015/16.

Chart 1

Revenue Source	Revenue 2015/16 Adjusted Budget	2015/16 Q3	2014/15 Q3
Property Tax	$3,724,138	$2,288,909	$2,055,227
Sales Tax	$2,846,578	$1,384,568	$1,525,358
TOT	$1,863,216	$1,266,719	$1,189,172
Other Taxes	$282,024	$113,194	$103,407
Licenses & Permits	$579,200	$516,314	$411,720
Fines & Forfeits	$65,650	$44,262	$60,951
Intergovernmental	$78,749	$222,889	$157,796
Interest & Rents	$182,500	$131,137	$168,477
Charges for Services & Misc.	$639,070	$469,005	$393,380
TOTALS	**$10,261,125**	**$6,436,999**	**$6,067,488**

General Fund expenses are $7,376,427 for FY 2015/16 Q3. Overall General Fund spending is at 73% when compared to the current budget. Chart 2 shows General Fund spending by department and shows what percentage of their annual budget is available. At the end of Q3 departments should show an available balance of around 25%.

All departments are on track with their spending.

Chart 2

Description	Budget	Encumbered	YTD Spent	Available Budget	% of Budget Available
Non Departmental	$ 1,773,278.16	$ 72,649.16	$ 1,140,753.00	$ 559,876.00	31.57%
City Council	$ 133,877.00	$ -	$ 105,024.24	$ 28,852.76	21.55%
City Manager	$ 607,773.00	$ 25,985.00	$ 466,735.05	$ 115,052.95	18.93%
Finance	$ 345,844.08	$ 19,923.85	$ 222,517.10	$ 103,403.13	29.90%
Attorney	$ 670,000.00	$ -	$ 432,160.76	$ 237,839.24	35.50%
Planning/Building	$ 858,191.57	$ 8,264.24	$ 575,660.82	$ 274,266.51	31.96%
Library	$ 860,842.00	$ 19,650.08	$ 593,125.27	$ 248,066.65	28.82%
Parks & Recreation	$ 95,615.00	$ -	$ 65,261.20	$ 30,353.80	31.75%
Fire	$ 707,645.15	$ 15,061.06	$ 563,261.71	$ 129,322.38	18.28%
Police	$ 2,717,134.00	$ 1,875.00	$ 2,069,670.26	$ 645,588.74	23.76%
Public Works	$ 1,741,835.90	$ 101,724.71	$ 1,142,257.59	$ 497,853.60	28.58%
Grand Total	**$ 10,512,035.86**	**$ 265,133.10**	**$ 7,376,427.00**	**$ 2,870,475.76**	**27.00%**

<u>Water Enterprise Funds</u>

Water Enterprise revenue received for FY 2015/16 Q3 total $2,914,537 or 64% of the estimated total revenues for FY 2015/16. Last year at the same time 63% of Water Enterprise revenue was received. Initial revenue estimates for FY 2015/16 were lowered in anticipation of water conservation efforts and, while water revenue is tracking relatively the same from FY 2014/15, it is estimated revenue estimates will come in lower than originally anticipated. Estimates at the end of FY 2015/16 Q1 and Q2 reflect the City was on target to meet its revenue goals; however, water usage for Q3 is lower than anticipated. The original Water revenue estimate is $4,581,628 and now staff is estimating $4,074,679 will be received through year end leaving a shortage of $434,826. Staff will keep a close watch on water revenues and update the Council accordingly.

Water expenditures are $3,548,474 for Q3 FY 2015/16. Overall Water Fund spending is at 72% when compared to the current budget. The amount expended in FY 2015/16 Q3 is lower than the amount expended for FY 2014/15 Q3 which was $4,137,454. The higher amount of expenditures for FY 2014/15 Q3 is attributed to capital transfers. Water Fund expenditures are on track for this fiscal year

<u>Wastewater Enterprise Funds</u>

Wastewater Enterprise revenue received for FY 2015/16 Q3 total $2,243,686 or 77% of the estimated total revenues for FY 2015/16. The amount collected in FY 2015/16 Q3 is higher than the amount collected for FY 2014-15 Q3 which was $1,512,689. There are two primary reasons revenues for Wastewater Funds are higher for FY 2015/16: (1) settlement agreement for Pond 1A, and (2) it was discovered several commercial businesses were being charged the incorrect wastewater commodity rate. Billing adjustments made in Q3 are reflected above. It is anticipated Wastewater revenues will exceed estimates due to the reasons listed above.

Wastewater expenditures are $2,317,797 for FY 2015/2016 Q3. Overall Wastewater Fund spending is at 81% when compared to the current budget. The amount expended in FY 2015/16 Q3 is lower than the amount expended for FY 2014/15 Q3 which was $2,871,189. The higher amount of expenditures for FY 2014/15 Q3 is attributed to capital transfers. Wastewater Fund expenditures are on track for this fiscal year

FY 2015/16 Q1 Warrants over $100,000

Per staff recommendations on April 10, 2015, the Chart 3 is a list of Warrants over $100,000 paid in FY2015/16 Q3.

Chart 3

Check #	Vendor	Check Date	Check Amount	Notes
94001	Burke, Williams & Sorrensen LLP	2/24/2016	$146,412.18	Attorney bills for December and January
94020	G.D. Nielson Construction	2/24/2016	$178,568.89	Sewer repair project
94142	Wilmington Trust	3/3/2016	$124,122.77	Water/Wastewater 2012B Bond payment
94205	Union Bank	3/11/2016	$183,497.25	Water/Wastewater 2005B and 2006A Bond payment
94212	Magnolia Oaks	3/11/2016	$104,600.76	El Bonita Sewer Work

FISCAL IMPACT

None

RECOMMENDED ACTION

Receive and File

ATTACHMENTS

1. Presentation

FY 2016/17 Q3 Finance Update

April 12, 2016

General Fund - Revenue

- General Fund Revenue is divided into the following categories:
  - Property Tax – primary contributor
  - Sales Tax – primary contributor
  - Transient Occupancy Tax (TOT) – primary contributor
  - Other Taxes
  - Licenses and Permits
  - Fines and Forfeits
  - Intergovernmental
  - Interest and Rents
  - Charges for Services and Miscellaneous

General Fund - Revenue

- July 1, 2015 to March 31, 2016 - $6,436,999
- 63% collected to-date
- Down 1% from last year
- Although there is a 1% decrease, revenue estimates are on track for FY 16/17

General Fund - Revenue

Revenue Source	Revenue 2015/16 Adjusted Budget	2015/16 Q3	2014/15 Q3
Property Tax	$3,724,138	$2,288,909	$2,055,227
Sales Tax	$2,846,578	$1,384,568	$1,525,358
TOT	$1,863,216	$1,266,719	$1,189,172
Other Taxes	$282,024	$113,194	$103,407
Licenses & Permits	$579,200	$516,314	$411,720
Fines & Forfeits	$65,650	$44,262	$60,951
Intergovernmental	$78,749	$222,889	$157,796
Interest & Rents	$182,500	$131,137	$168,477
Charges for Services & Misc.	$639,070	$469,005	$393,380
TOTALS	**$10,261,125**	**$6,436,999**	**$6,067,488**

General Fund - Expenses

- July 1, 2015 to March 31, 2016 - $7,376,427
- Spending at 73%
- Departments are on track with their spending

General Fund - Expenses

Description	Budget	Encumbered	YTD Spent	Available Budget	% of Budget Available
Non Departmental	$ 1,773,278.16	$ 72,649.16	$ 1,140,753.00	$ 559,876.00	31.57%
City Council	$ 133,877.00	$ -	$ 105,024.24	$ 28,852.76	21.55%
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Finance	$ 345,844.08	$ 19,923.85	$ 222,517.10	$ 103,403.13	29.90%
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Public Works	$ 1,741,835.90	$ 101,724.71	$ 1,142,257.59	$ 497,853.60	28.58%
Grand Total	**$ 10,512,035.86**	**$ 265,133.10**	**$ 7,376,427.00**	**$ 2,870,475.76**	**27.00%**

Water Fund- Revenues

- July 1, 2015 to March 31, 2016 - $2,914,537
- 64% collected to-date
- Initial estimates were lowered in anticipation of water conservation efforts
- Q1 and Q2 reports revenues were on target to meet estimates
- Q3 is lower than anticipated
- Projection is water revenues will be short $434,826 by end of FY 2015/16

Water Fund- Expenses

- July 1, 2015 to March 31, 2016 - $3,548,474
- Spending at 72%
- Departments are on track with their spending in the Water Fund

Waste Water Fund- Revenues

- July 1, 2015 to March 31, 2016 - $2,243,686
- 77% collected to-date
- Amount collected is higher than anticipated
  - Settlement Agreement for Pond 1A
  - Audit of wastewater charges
- Estimated that Waste Water Revenues will exceed projections due to the one time revenues received

Waste Water Fund- Expenses

- July 1, 2015 to March 31, 2016 - $2,317,797
- Spending at 81%
- Departments are on track with their spending in the Waste Water Fund

Q3 Checks over $100,000

Check #	Vendor	Check Date	Check Amount	Notes
94001	Burke, Williams & Sorrensen LLP	2/24/2016	$146,412.18	Attorney bills for December and January
94020	G.D. Nielson Construction	2/24/2016	$178,568.89	Sewer repair project
94142	Wilmington Trust	3/3/2016	$124,122.77	Water/Wastewater 2012B Bond payment
94205	Union Bank	3/11/2016	$183,497.25	Water/Wastewater 2005B and 2006A Bond payment
94212	Magnolia Oaks	3/11/2016	$104,600.76	El Bonita Sewer Work

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Item No: 21

Report to the City Council
Council Meeting of April 12, 2016

Agenda Section: **New Business**

Subject: **Consideration and proposed approval of a resolution rescinding resolution 2000-28 and adopting the City of St. Helena's new Vision and Mission Statements**

CEQA Status: **Not a project**

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

DISCUSSION

A special City Council meeting was held on November 3, 1999 for the purpose of developing the City of St. Helena's mission statement.

On February 22, 2000 the City Council adopted resolution 2000-28 (Attachment 1) approving the current mission statement which is:
"We will conduct city affairs on behalf of our citizens using an open and creative process"

The current mission statement is displayed in the front reception area of City Hall (Attachment 2).

On March 8, 2016, the City Council approved the 2016 Strategic Objectives. As part of this discussion Council Members Dohring and Pitts agreed to collaborate on writing the City's Vision and Mission Statements for Council's consideration.

PROPOSED VISION STATEMENT:

The City of St. Helena will continue to be an economically sustainable, family-friendly, diverse and safe community which prudently manages its financial and human resources, continues to upkeep and improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and embraces and retains its historic, small-town character, beautiful natural environment and high quality of life.

PROPOSED MISSION STATEMENT:

The City of St. Helena is dedicated to serving the needs and desires of our citizens by:

- Maintaining and improving our short and long-term economic sustainability
- Offering excellent professional services to all customers
- Establishing, improving and maintaining City infrastructure
- Maintaining and encouraging an environmentally sustainable community
- Preserving and embracing the historic, small-town, rural character of St Helena.
- Expanding and improving recreational services and facilities and cultural opportunities
- Encouraging a wide range of innovative, well-designed housing available for residents of all ages and income levels
- Facilitating full civic participation and ongoing communication
- Strengthening partnerships with the private, non-profit and public sectors

RECOMMENDED ACTION

Approve Resolution ___ rescinding 2000-28 and adopting the City's new Vision and Mission Statements.

ATTACHMENTS

1. Resolution 2000-28 Adopting the City of St. Helena's Mission Statement
2. Picture of sign displaying current mission statement
3. Resolution rescinding resolution 2000-28 and adopting a new resolution adopting a new mission and vision statement

Attachment 1

CITY OF ST. HELENA

RESOLUTION NO. 2000-28

APPROVING A MISSION STATEMENT FOR THE CITY OF ST. HELENA

RECITALS

A Special Meeting of the City Council was held on November 3, 1999 for the purpose of conducting a planning session with Facilitator Barbara Shaw to discuss strengths of the organizations, develop goals, priorities, and an action plan.

During that meeting the City Council and Department Heads decided to develop a Mission Statement for the City of St. Helena and together developed the language for the statement.

RESOLUTION

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

The City of St. Helena's Mission statement shall read as follows, **"We will conduct city affairs on behalf of our citizens using an open and creative process."**

The Mission Statement is to be displayed in the City Council Chambers.

Approved at a Regular Meeting of the St. Helena City Council on February 22, 2000 by the following vote:

Ayes: Councilmembers Bowers, Potter, Toller, Mayor Slavens
Noes: None
Absent: Councilmember Savidge

APPROVED:

Ken Slavens
Mayor

ATTEST:

Delia Guijosa
City Clerk

MEMORANDUM

DATE: February 22, 2000

TO: Mayor and Council

FROM: Bonnie Long, City Administrator

RE: Adoption of Mission Statement

Copy:

The following Mission Statement was developed during the recent City Council planning meeting with the City Administrator and Department Heads:

> *We will conduct city affairs on behalf of our citizens in an open and creative process*

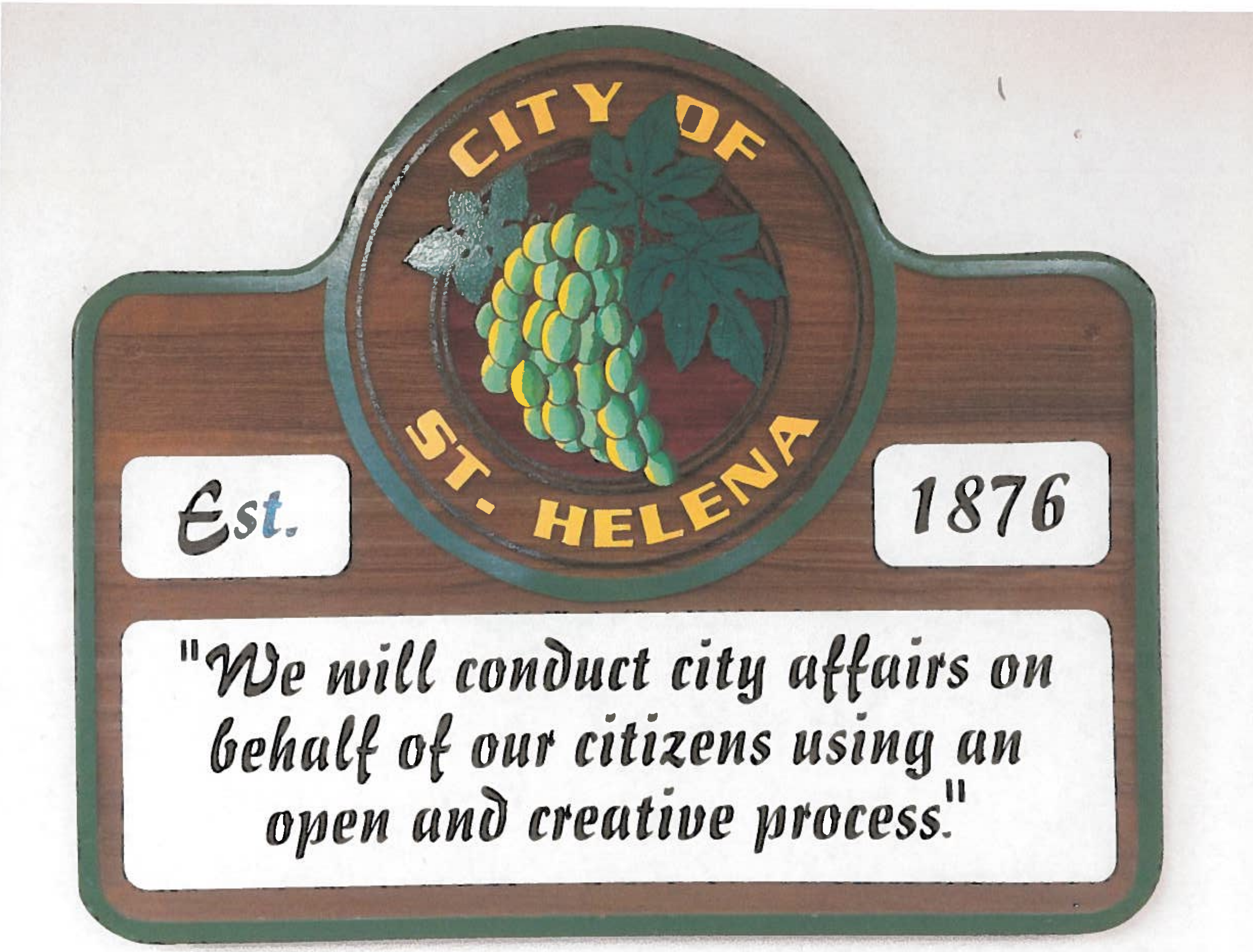
Council asked that the Mission Statement be framed and displayed in the Council Chambers.

Councilmember Bowers has since suggested that the Mission Statement would read better if was modified slightly, as follows: *We will conduct city affairs on behalf of our citizens using an open and creative process.*

Staff requests Council review the statement again to see if further revisions are needed before displaying the Mission Statement in the Council Chambers.

1480 Main Street
St. Helena, CA 94574
707/967-2792

Attachment 2



Attachment 3

CITY OF ST. HELENA

RESOLUTION NO. 2016-____

Resolution rescinding resolution 2000-28 and adopting the City of St. Helena's new Vision and Mission Statements

RECITALS

A. On February 22, 2000 the City Council adopted resolution 2000-28 approving the current mission statement which is: "*We will conduct city affairs on behalf of our citizens using an open and creative process*"; *and*

B. On March 8, 2016, the City Council approved the 2016 Strategic Objectives; and

C. Mayor Galbraith appointed Councilmember Dohring and Councilmember Pitts to collaborate on bringing forward a new vision and mission statement for the community; and

D. The new vision statement for the City of St. Helena is:

The City of St. Helena will continue to be an economically sustainable, family-friendly, diverse and safe community which prudently manages its financial and human resources, continues to upkeep and improve its infrastructure, ensures its water security, provides a full range of housing, business, cultural and recreational opportunities and embraces and retains its historic, small-town character, beautiful natural environment and high quality of life.

E. A The new Mission statement for the City of St. Helena is:

The City of St. Helena is dedicated to serving the needs and desires of our citizens by:

- Maintaining and improving our short and long-term economic sustainability
- Offering excellent professional services to all customers
- Establishing, improving and maintaining City infrastructure
- Maintaining and encouraging an environmentally sustainable community
- Preserving and embracing the historic, small-town, rural character of St Helena.
- Expanding and improving recreational services and facilities and cultural opportunities
- Encouraging a wide range of innovative, well-designed housing available for residents of all ages and income levels
- Facilitating full civic participation and ongoing communication
- Strengthening partnerships with the private, non-profit and public sectors

Attachment 3

RESOLUTION

Now, therefore, the City Council of the City of St. Helena resolves as follows:

1. The City Council rescinds resolution 2000-28; and
2. The City Council adopts the new vision and mission statements.

Approved at a Regular Meeting of the St. Helena City Council on April 12, 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

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