



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

St. Helena City Council

Meeting

July 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. The City Council at its April 12, 2016 City Council meeting directed staff to cancel the July 26, 2016 City Council meeting – Cindy Black, City

Clerk

STAFF BRIEFING

6. Monthly water wise update presented by Jennifer Tuell, Water Conservation Coordinator

PRESENTATIONS AND PUBLIC RECOGNITIONS

7. Proclamation – Designation of July as Park and Recreation Month presented to Recreation Director Haidi Arias

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 Meeting Minutes of June 28, 2016

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

9. Consideration and proposed approval of a resolution approving a First Amendment to the Professional Services Agreement with Kleinfelder Incorporated in the amount of \$66,039 for additional work required for the Geotechnical and Seismic Analysis of the St Helena Lower Dam, Capital Improvement Project W-108, for a total agreement amount of \$156,734

CEQA Status: Categorically Exempt, Section 15301 and 15304, Existing Facilities, and Minor Alteration to Land
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

10. Consideration and proposed approval of a resolution approving Contract Change Order No. 4 to the Construction Contract for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84, with DRS Marine, Inc. in the amount of \$31,922 to DRS Marine Inc. for critical repairs of the upper valve at Bell Canyon Reservoir Intake Tower

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Prepared By: 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 accepting the Work and Directing the Filing of the Notice of Completion for the Charter Oak at Hwy 29 Sewer Replacement, Capital Improvement Project S-68

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt

12. Consideration and proposed approval of a resolution authorizing the City Manager to execute a Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train for a Sewer Force Main

CEQA Status: Mitigated Negative Declaration, adopted on August 24, 2010, and as amended on March 10, 2015, September 11, 2015, and February 29, 2016

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

Recommendation: Adopt

13. Consideration and proposed approval of a resolution approving a Professional Services Agreement with ProMaintenance Janitorial Service in the amount of \$215,064 to provide janitorial services to City facilities for three years

CEQA Status: Not a CEQA Project

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

Recommendation: Adopt

14. Budget Consideration and proposed approval of a resolution approving contract Amendment #2 with Municipal Resource Group to provide professional planning services for an additional amount of \$190,000, for a total contract amount not to exceed \$321,500

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director
Noah Housh, Planning and Community Improvement Director

Recommendation: Adopt

PUBLIC HEARING:

15. Consideration and proposed approval of a resolution approving the issuance of revenue bonds by the California Statewide Communities Development Authority ("CSCDA") for the purpose of financing the improvement of certain educational facilities located in St. Helena, California for the benefit of the Culinary Institute of America ("Borrower")

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Recommendation: Open/close public hearing and adopt resolution

16. Consideration and proposed approval of a resolution authorizing City Manager or Designee to Submit an Application in the Amount of \$300,000 for the 2016 Notice of Funding Availability for the State Community Development Block Grant (CDBG) for an Owner-Occupied Housing Rehabilitation Assistance Program Including the Approval of Program Guidelines

CEQA Status: Not a CEQA Project

Prepared By: Tracey Perkosky, Grants and Finance Manager

Recommendation: Open/close public hearing and adopt resolution

NEW BUSINESS:

17. Consideration of:

1. Second reading and adoption of an Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled “Transactions and Use Taxes” of Title 3 entitled “Revenue and Finance” of the St. Helena Municipal Code, subject to voter approval; and
2. Proposed resolution ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016; and
3. Proposed resolution authorizing and setting City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election; and
4. Proposed resolution providing for the filing of rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election; and
5. Proposed resolution providing for the release of the City Council’s rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election.

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

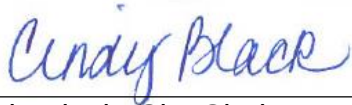
18. Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2016/2017 to 2020/2021)

CEQA Status: Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.

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

ADJOURNMENT The next Regular City Council meeting is scheduled for August 9, 2016, at 6:00 p.m. in the Vintage Hall Board Room located at 465 Main Street.

This agenda was posted at City Hall, 1480 Main Street, and at Vintage Hall, 465 Main Street, St. Helena, California on July 8, 2016.



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

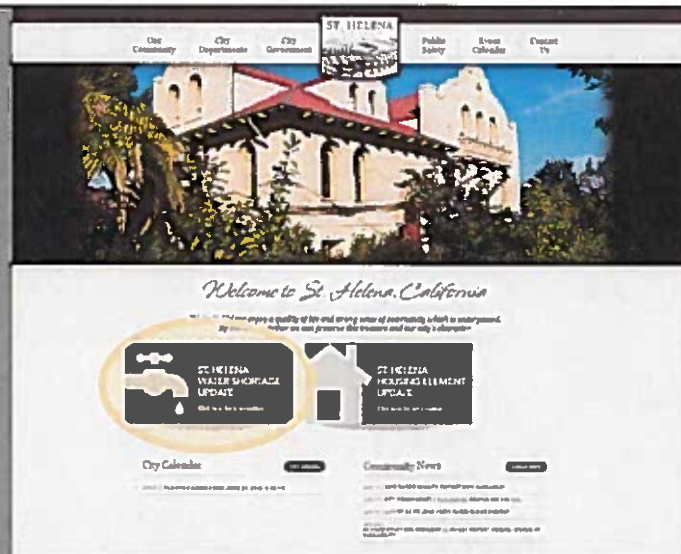
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WATER CONSERVATION

July 12, 2016

Council Update



[HTTP://WWW.CITYOFSTHELENA.ORG/WATER](http://www.cityofstheleena.org/water)

Water Conservation And Regulations

The City of St. Helena is committed to supporting the statewide water supply and the Governor's Orders. For additional questions please contact Jennifer Turell at 707.948.3525 or jtur@cityofsthenena.org.

City Seeking Volunteers for FREE Plumbing Upgrades

Beginning in April 2016, the City has developed a new approach to managing and communicating with residents and developers. The City will maintain a master list of all residents interested in water use efficiency upgrades, including toilets, shower heads and faucet aerators. If you volunteer to be part of the program you may be eligible to have your old, inefficient water fixtures replaced with new, high efficiency fixtures. The developer at his contractor will determine if your home is eligible, pull a building permit and perform the work at no cost to you. This will likely reduce your water bill and water use while providing the needed relief for the developer. Click [HERE](#) to pre-qualify your application here and in-person.

FREE Water Conservation Tool Kits

The City is currently giving away FREE Water Conservation Tool Kits. These 'Tool Kits' provide basic supplies and information on water conservation to your household water consumption. Supplies are very limited and will be provided to water customers on a first come, first serve basis. Stop by City Hall anytime during regular business hours to pick one up!

Roberts Program (Upcoming)

Toilet Retrofit

Up to \$300 per toilet

Max of three toilets for residential and one toilet annually for commercial

Existing toilets must use 3.5 gpf or more - to be a power performing 1.6 gpf toilet

Exhaustion before must use 1.6 gpf or less

Building permit required

[Click Here for Application, Program Guidelines, Material Permit and DSWS](#)

Clothes Washer

Up to \$300 rebate

Washers must be on the Energy Star Most Efficient list

Application must be pre-qualified or received within 30 days of purchase

[Click Here for Application and DSWS](#)

Smart Irrigation Controller (N/A where the used Irrigation Controller)

Up to \$200 per station for residential and up to \$300 per station for commercial

Max rebate of \$200 for residential properties and \$300 for commercial properties

Must replace a non-weather based irrigation controller

All controllers must have a 10-year warranty

[Click Here for Application, Program Guidelines, Material Permit and DSWS](#)

Cash for Grass

Up to \$1.50 per square foot of turf grass that is replaced with drought-tolerant, low water use plants, or permeable

hard scape

Artificial turf is not eligible for rebate

The maximum rebate for each residential property is \$1500 and \$2500 for each commercial property

Pre and Post install site visit by City staff

[Click Here for Application, Program Guidelines, Material Permit and DSWS](#)

Landscape to Landscape (Conversion)

Up to \$1000 rebate

Search

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Video On-Demand

City Resource Center

Forms & Documents

Municipal Code

General Plan

City Agendas

Water Shortage

City Minutes



Newsletter Sign-Up

Email Address

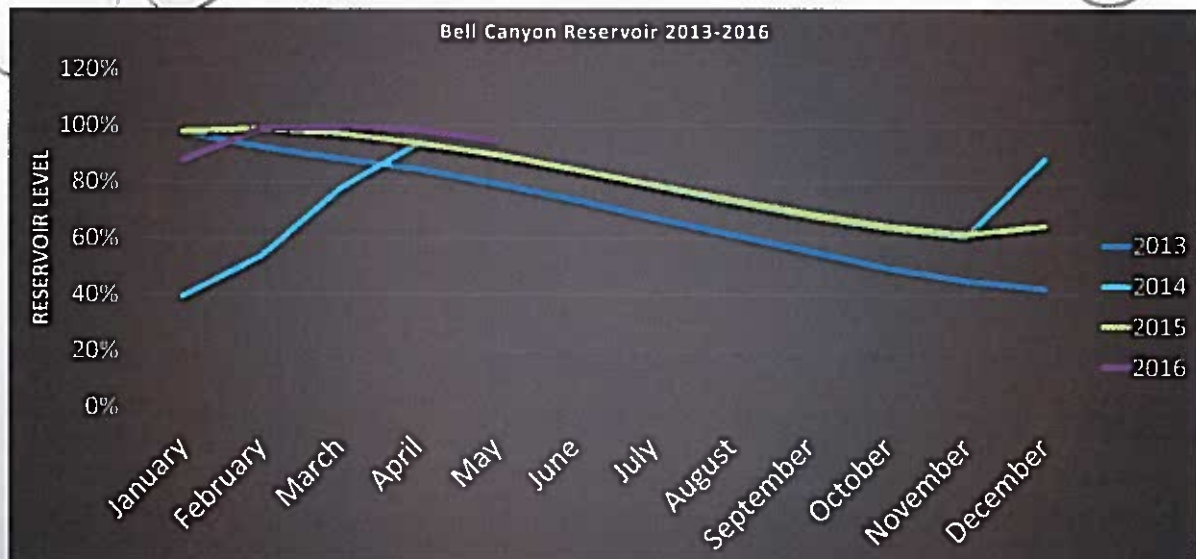
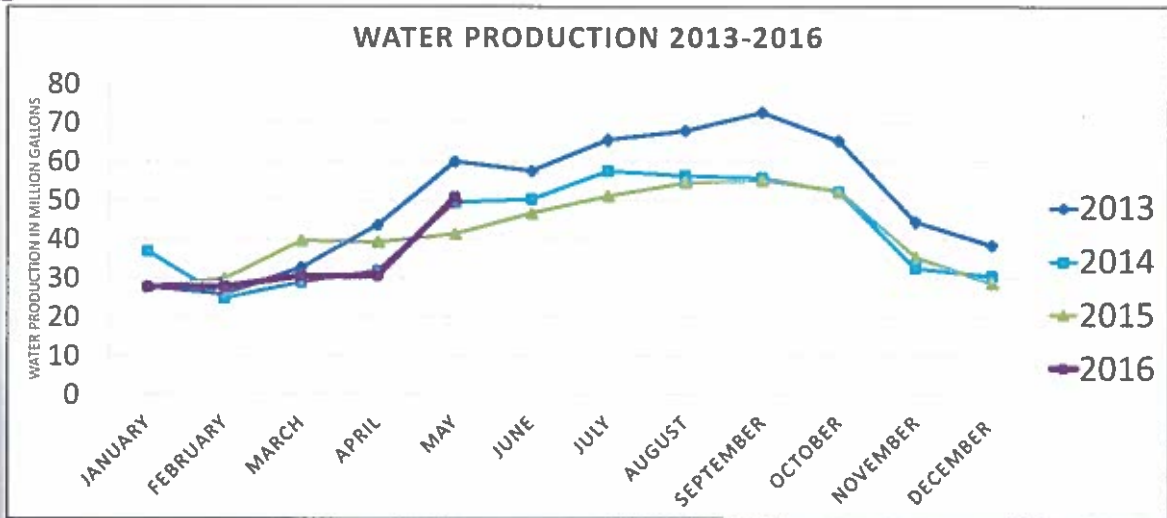
HISTORICAL WATER PRODUCTION

Average reduction
June-December 2015:
-21.32%

	2013 to 2015	2013 to 2016
January	-0.17%	0.07%
February	15.29%	7.18%
March	21.17%	-6.67%
April	-10.11%	-30.05%
May	-31.06%	-15.17%
June	-18.91%	
July	-22.11%	
August	-19.66%	
September	-24.05%	
October	-19.59%	
November	-20.37%	
December	-25.37%	

Drought
Reporting
Regulations
Began

WATER PRODUCTION



	2013	2014	2015	2016
May	79.56%	90.22%	89.84%	94.84%

WATER CONSERVATION

- Water and Waste Water Rate Study
 - Existing Water Agreements
 - Continue outreach
 - Fix a leak and Notifications
 - Water Neutrality
 - Conservation
- Outreach**
- May-October: Farmer's Market
 - Monthly Outreach
 - Direct Mail with information on rebate programs (bilingual)

SAVE THE DATE

Ad Hoc Revenue Source Task Force

Rate Study Review

August 4, 2016

(morning, exact time to be determined)



City of St. Helena
PROCLAMATION

Designation of July as Park and Recreation Month

Whereas, parks and recreation programs are an integral part of communities throughout this country, including City of St. Helena; and

Whereas, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

Whereas, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

Whereas, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

Whereas, parks and recreation areas are fundamental to the environmental well-being of our community; and

Whereas, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

Whereas, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

Whereas, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

Whereas, City of St. Helena recognizes the benefits derived from parks and recreation resources

Now, therefore let it be resolved, that I, Alan Galbraith, Mayor of the City of St. Helena, do hereby proclaim the month of July is recognized as Park and Recreation Month in the City of St. Helena.

Dated: July 12, 2016

Alan Galbraith, Mayor
City of St. Helena

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**Minutes
St. Helena City Council
June 28, 2016**

**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. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

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

*Councilmember Pitts was agendized to participate via phone from Sestiere di Dorsoduro 1295, Venice, Italy. He did not participate via phone.

4. PUBLIC FORUM:

No public comment was received.

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

City Manager Jennifer Phillips reported to the City Council that City offices will be closed in observance of the 4th of July holiday and noted the holiday festivities planned at Crane Park. She noted a Wine Train update will be provided at a Council meeting in September. The community Harvest Festival is planned for October 15, 2016.

Public Works Director Steve Palmer reported that the 5 year CIP report will be presented at the July 12, 2016 City Council meeting.

Library Director Chris Kreiden reported that Pride Night will take place at the Library Thursday, June 30, 2016 at 7:00pm. She also noted the Library has received 450 sign-ups for the children's summer reading program.

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

6. Consideration and proposed approval of Regular Meeting Minutes of June 14, 2016
CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Adopt
7. Consideration and proposed approval of a resolution 2016-81 cancelling the St. Helena Public Library's Strategic Planning Project and Redirection of \$22,388 Tweed Trust Funding to Supplement Library Materials Budget in Fiscal Year 2016/17
CEQA Status: Not a CEQA Project
Prepared By: Chris Kreiden, Library Director
Recommendation: Adopt
8. Consideration and proposed approval of a resolution 2016-82 approving a one-year agreement with MarinIT to provide information technology services for a total not to exceed amount of \$68,500 for FY 2016/17
CEQA Status: Not a CEQA Project
Prepared By: April Mitts, Finance Director
Kathy Robinson, Human Resources & IT Director
Recommendation: Adopt
9. Consideration and proposed approval of a resolution 2016-83 accepting the work and directing the filing of the Notice of Completion for the Mitchell Drive Sidewalk, Capital Improvement Project R-76
CEQA Status: Categorically Exempt, Section 15304, Minor Alteration to Land and Section 15061, "Common Sense" Exemption
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
10. Consideration and proposed approval of a resolution 2016-84 approving a Professional Services Agreement in the amount of \$33,715 with URSA Engineering for the Louis Stralla Water Treatment Plant Backup Generator Diesel Fuel Tank Replacement
CEQA Status: Categorically Exempt, Section 15301 Existing Facilities
Prepared By: 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 2016-85 increasing the cumulative total amount of all Master Professional Service Agreements Project Work Orders from \$250,000 to \$500,000, annual total not exceeding \$250,000
CEQA Status: Not a CEQA Project
Prepared By: Tobias Barr, Public Works Project Manager
Steven Palmer, PE, Director of Public Works/City Engineer
Recommendation: Adopt
12. Consideration and proposed approval of a resolution 2016-86 for implementation of Government Accounting Standards Board (GASB 54) fund balance reporting and governmental fund type definitions and delegate authority to assign fund balance to

the City Manager

CEQA Status: Not a CEQA Project

Prepared By: Mandy Kellogg, Administrative Services Manager

Recommendation: Adopt

13. Consideration and proposed approval of a resolution 2016-87 approving the extension of the contract for library automation services with the County of Solano and the authorizing the St. Helena City Manager to extend the agreement

CEQA Status: Not a CEQA Project

Prepared By: Chris Kreiden, Library Director

Recommendation: 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 and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

PUBLIC HEARING:

14. Consideration and proposed approval of a resolution 2016-88 establishing the Annual GANN Appropriation Limits for Fiscal Years 2015-2016 and the Selection of Current Year Adjustment Factors; and consideration and proposed approval of a resolution establishing the Annual GANN Appropriation Limits for Fiscal Years 2016-2017 and the Selection of Current Year Adjustment Factors

CEQA Status: Not a CEQA Project

Prepared By: April Mitts, Finance Director

Recommendation: Open/close public hearing and adopt resolution

Finance Director April Mitts reported on this item.

Mayor Galbraith opened the public hearing.

No public comment was received.

Mayor Galbraith closed the public hearing.

Vice Mayor White moved to approve resolution 2016-88 establishing the Annual GANN Appropriation Limits for Fiscal Years 2015-2016 and the Selection of Current Year Adjustment Factors; and consideration and proposed approval of a resolution 2016-89 establishing the Annual GANN Appropriation Limits for Fiscal Years 2016-2017 and the Selection of Current Year Adjustment Factors. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Crull and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

15. Introduction and first reading of an Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code, subject to voter approval

CEQA Status: Not a CEQA Project

Prepared By: Cindy Black, City Clerk

Recommendation: Open/close public hearing and introduce by title only and waive further reading

City Clerk Cindy Black reported on this item.

Mayor Galbraith opened the public hearing.

No public comment was received.

Mayor Galbraith closed the public hearing.

Vice Mayor White moved to introduce by title only and waive further reading of an Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code, subject to voter approval approve. The motion was seconded by Councilmember Crull and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Crull and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

NEW BUSINESS:

16. Consideration and proposed approval of a resolution 2016-90 appointing applicants various boards, commissions and committees:

- a. Appointing and filling two terms expiring June 30, 2020 to the Planning Commission
- b. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Active Transportation Committee
- c. Appointing and filling four terms expiring June 30, 2018 to the Library Board of Trustees
- d. Appointing and filling three terms expiring June 30, 2018 to the Multi-Cultural Committee
- e. Appointing and filling four terms expiring June 30, 2018 to the Parks and

Recreation Commission

- f. Appointing and filling three regular terms and one alternate term expiring June 30, 2018 to the Sustainability Committee
- g. Appointing and filling two regular terms and one alternate term expiring June 30, 2018 and a vacancy expiring June 30, 2017 to the Tree Committee

Provide additional direction regarding unfilled vacancies

CEQA Status: Not a CEQA Project
Prepared By: Cindy Black, City Clerk
Recommendation: Appoint and provide additional direction to staff

City Clerk Cindy Black reported on this item.

John Anderson, Mary Koberstein, Pam Simpson and Bobbi Monnette addressed the City Council.

Planning Commission

The Mayor hereby appointed Sarah Parker and Mary Koberstein to the St. Helena Planning Commission filling terms expiring on June 30, 2020.
Councilmember Crull was not in favor of appointing Mary Koberstein to the Planning Commission

Active Transportation Committee

The Mayor hereby appoints Kristine Coryell and Donna Hinds for a two year term expiring on June 30, 2018.

There were not enough applicants to fill one term expiring June 30, 2018, a vacant alternate term expiring on June 30, 2017 and an alternate term expiring on June 30, 2018.

Library Board of Trustees

The Mayor hereby appoints Skip Lane, Bob Dye, Susan Swan and Michele Amendola to the St. Helena Library Board of Trustees for a two year term expiring on June 30, 2018.

Multi-Cultural Committee

The Mayor hereby appoints Patty Guijosa, to the Multi-Cultural Committee for two year terms expiring on June 30, 2018.

There were not sufficient applicants to fill two terms expiring June 30, 2018.

Parks and Recreation Commission

The Mayor hereby appoints Kim Phinney, Tracy Smith, Donna Hinds and Noelle Strouss to the Parks and Recreation Commission filling terms expiring on June 30, 2018.

Sustainability Committee

The Mayor hereby appoints Glen Smith to a two year term expiring on June 30, 2018.

There were not sufficient applicants to fill two terms expiring June 30, 2018 and an alternate term expiring on June 30, 2018.

Tree Committee

The Mayor hereby appoints Susan Allen and Matthew Strouss to a two year term expiring on June 30, 2018; and

The Mayor hereby appoints Carol Troy as an alternate for a term expiring on June 30, 2018.

There were not sufficient applicants to fill one alternate term expiring June 30, 2017.

The City Council didn't provide direction regarding unfilled vacancies.

Councilmember Crull noted for the record her opposition of appointing Mary Koberstein to the Planning Commission.

Vice Mayor White moved to adopt resolution 2016-90 appointing applicants to various boards, commissions and committees. The motion was seconded by Councilmember Dohring and on roll call carried by the following vote:

AYES: Councilmembers White, Dohring, Crull and Mayor Galbraith

NOES: None

ABSENT: Councilmember Pitts

ADJOURNMENT

Mayor Galbraith adjourned the meeting at **6:46 p.m.**

APPROVED:

ATTEST:

Alan Galbraith, Mayor

Cindy Black, City Clerk



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

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a First Amendment to the Professional Services Agreement with Kleinfelder Incorporated in the amount of \$66,039 for additional work required for the Geotechnical and Seismic Analysis of the St Helena Lower Dam, Capital Improvement Project W-108, for a total agreement amount of \$156,734

CEQA Status: Categorically Exempt, Section 15301 and 15304, Existing Facilities, and Minor Alteration to Land

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

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director *NJH*

BACKGROUND

The St. Helena Lower Dam, like all municipally owned dams in the state, is regulated under the jurisdiction of the State Water Resources Divisions of Safety of Dam (DSOD). DSOD regularly inspects St. Helena Lower Dam and keeps extensive records on the facility. Under the regulatory program, DSOD has presented a number of concerns to the City of St. Helena for approximately over the last 10 years. Concerns include the stability of the St. Helena Lower Dam during a seismic event. DSOD believes that under a seismic event, the St. Helena Lower Dam could be subject to liquefaction and experience a catastrophic failure. As such the DSOD has restricted the amount of water storage capacity the City is permitted to store in the Lower York Creek Reservoir and directed the city to perform a geotechnical analysis. If the city continues to not address DSOD's concerns, they can further restrict storage capacity and levy other requirements on the City if necessary.

Previously the City released a request for proposals and solicited consultants who were qualified to perform the geotechnical and seismic stability evaluations. Kleinfelder was selected and on January 12, 2016 (Resolution 2016-3) City Council authorized the City Manager to enter into a Professional Services Agreement with Kleinfelder.

Since that time, Kleinfelder and Public Works Staff developed and presented a Draft Work Plan to DSOD. DSOD reviewed the Draft Work Plan, provided comments, and required additional geotechnical work. The effort to negotiate with DSOD, address the comments, and the incorporate the additional geotechnical exploration and testing requires an increase in the scope of the project and increases the cost of the project for the City.

DISCUSSION

Due to the additional work required to negotiate with and address DSOD comments, perform additional research of the history of the facility, and the additional field geotechnical exploration and laboratory testing, a budget increase will be required. City Staff has been working with Kleinfelder to understand the scale and scope of work to complete the mandatory work required by DSOD. After gathering and assessing information and negotiating with Kleinfelder, City Staff has determined the necessary budget adjustments required to perform the work and meet the DSOD requirements for stability assessment. The table below summarizes the additional work that needs to be added to the existing Professional Service Agreement with Kleinfelder.

Additional Scope of Work	Amount
Additional Work to Complete Final Work Plan	\$ 10,159
Additional Drilling, Sampling and Laboratory Work	\$ 37,260
Piezometer Data Evaluation (Bell Canyon)	\$ 3,620
Contingencies	\$ 15,000
Total Additional Work	\$ 66,039

Contingencies were included in the budget due to the unknown factors that could require the project to utilize more resources to complete the work. Contingencies were included for the field drilling, sampling, testing, and a possible future meeting required by DSOD. The contingencies provide insurance to the Project that will allow staff to navigate changing conditions if unpredicted field conditions or other issues arise during the project. Not having a contingency budget could cause the Project drilling to be halted if changing conditions arise in the field or additional meetings are required by DSOD.

FISCAL IMPACT

The total cost of the contract will increase by \$66,039 from \$90,695 to \$156,734. This exceeds the current Project budget for this work of \$100,000.

The increased budget has been included in the updated Five Year Capital Improvement Plan for 2016-2021 which is scheduled for adoption by the City Council at tonight's City

Council meeting. If the updated Five Year Capital Improvement Plan for 2016-2021 is not approved by City Council tonight, separate action by City Council will be required to increase the Project budget.

RECOMMENDED ACTION

The City has a responsibility to address regulatory requirements and provide reassurance to regulators that City facilities meet engineering, safety and environmental standards. Postponing or not addressing the required work will result in restrictions to the capacity of the City's reservoir, and possible fines from regulators. For these reasons, City Staff recommends City Council approve the First Amendment augmenting Kleinfelder Incorporated's Professional Services Agreement.

ATTACHMENTS

1. Resolution
2. First Amendment to the Professional Services Agreement with Kleinfelder Incorporated

CITY OF ST. HELENA

RESOLUTION NO. 2016-

**RESOLUTION APPROVING FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT WITH KLEINFELDER, INC.
IN THE AMOUNT OF \$66,039 FOR ADDITIONAL WORK REQUIRED
FOR THE GEOTECHNICAL AND SEISMIC ANALYSIS OF THE ST
HELENA LOWER DAM, CAPITAL IMPROVEMENT PROJECT W-108,
FOR A TOTAL AGREEMENT AMOUNT OF \$156,734**

RECITALS

- A. The City has been notified by the Department of Safety of Dam's to perform to analyses to ensure the safety of the City's reservoir at St Helena Lower Dam; and
- B. Previously in Resolution 2016-3 a Professional Services Agreement with Kleinfelder Incorporated for the geotechnical and seismic evaluation of the St. Helena Lower Dam was approved; and
- C. City Staff, working with Kleinfelder Incorporated and the Division of Safety of Dams, has developed an acceptable Work Plan for the geotechnical and seismic stability evaluation at the dam facility; and
- D. The Work Plan includes additional work and tasks not included in Kleinfelder's original Professional Services Agreement's Scope-of-Work; and
- E. City Staff has conducted a comprehensive review of the updated Project budget; and
- F. The additional work must be completed to satisfy regulatory requirements for dam safety.

RESOLUTION

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

- 1. Approve the First Amendment to Professional Service Agreement with Kleinfelder Incorporated.
- 2. The City Manager is authorized to execute the First Amendment to Professional Services Agreement with Kleinfelder, Incorporated.

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

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH KLEINFELDER .**

This First Amendment to Agreement for Professional Services dated January 12th 2016 ("Agreement") is made as of this 12th day of July 2016 by and between the City of St. Helena, a municipal corporation ("City"), and Kleinfelder Incorporated. ("Consultant").

RECITALS

- A. On January 12th, 2016 the City and Consultant entered into the Agreement for Consultant to provide professional engineering services for the St. Helena Lower Dam Geotechnical and Seismic Evaluation, Capital Improvement Project W-108
- B. Kleinfelder Incorporated, the City of St. Helena, and the Division of Dam Safety reached an agreement on Project Work Plan for the geotechnical exploration and seismic assessment; and
- C. The approved Project Work Plan requires significant more work then is provided in the original Scope-of-Services; and
- C. City and Consultant now desire to amend the Agreement with Consultant for the purpose of including the additoinal work required to execute the approved Project Work Plan and complete the assessment of the dam's safety.

AGREEMENT

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

1. Section 1. Basic Services

Exhibit A-1 to the Agreement is replaced with the attached Exhibit A-2.

2. Section 4. Compensation and Method of Payment

Section 4.A is amended to increase the total compensation payable to Consultant under the Agreement by \$66,038.50 to read as follows:

"Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit B-2, "Compensation," attached hereto and made a part hereof. Total compensation shall not exceed \$156,733.50, unless additional compensation is approved in accordance with Section 2."

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

Entered as of the day and year first above stated.

Page 1 of 7

First Amendment to Professional Services Agreement St. Helena Lower Dam Geotechnical and Seismic Evaluation.

CONSULTANT:

Kleinfelder Incorporated.
2240 Northpoint Parkway
Santa Rosa, California 95407

Signatures of Authorized Persons

By: 

Print Name: William V. McCormick

Title: Area Manager

CITY OF ST. HELENA

a Municipal Corporation

By: _____

Print
Name: _____

Director, _____ Department
Title: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A-2, "Scope of Services"
Exhibit B-2, "Compensation"

EXHIBIT A-2 – SCOPE OF SERVICES

- **Task 1: Project Work Plan (PWP)**

Prior to field mobilization, the proposed subsurface investigation program will be described in a Project Work Plan (PWP) to be submitted and approved by DSOD. Consultant shall perform the necessary work to complete a PWP that is satisfactory to DSOD and is subsequently approved by DSOD.

The work will include:

- Project description and objectives of the study
- Review of DSOD file data and summary of construction history
- Plan drawing of proposed boring locations
- Detailed description of drilling and sampling procedures, including drilling methods, field testing and logging procedures
- Piezometer Installation Details
- Laboratory Test Program

Additionally Work May Include:

- Site plan drawing showing existing boring and other items of interest from our review of existing available information
- Geologic Cross Sections along the upstream/downstream profile and along the crest of the dam
- Meetings and Phone calls with DSOD
- Updating geotechnical exploration methods
- Updating laboratory testing methods
- Revising Work Plans
- Participating in Phone Calls with City of St. Helena Staff

The final PWP may include additional items requested by DSOD. Consultant shall accommodate additional items that are reasonable and fall within the scope of the general project.

- **Task 2: Geotechnical Investigation**

2A Geotechnical Investigation Research and Review

The Consultant shall review published geologic and seismic mapping (including faulting, historic seismicity and anticipated ground motions) from both the City's files, DSOD's files, and available published literature and

documents, including information within the Consultants files. Consultant will coordinate and schedule the site exploration with the City of St. Helena and DSOD.

After Consultants Review, the Consultant shall provide the gathered information and details of Consultants assumptions for the City and DSOD to comment. Consultant will participate in a phone conference with the City and DSOD to will allow all parties to understand the collective data obtained to-date and Consultants assumptions. Consultant shall incorporate any comments from DSOD and the City before providing the final baseline assumptions required for investigation and engineering analyses work.

2B Site Exploration

Consultant shall conform to the requirements approved by DSOD in the final Project Work Plan. The scope below is intended to summarize the Project Work Plan. Consultant is require to confirm to the requirements within the final approved Project Work Plan. Consultant shall subcontract to a qualified drilling subcontractor for the following:

- Two borings along the crest and one boring at the toe of the dam
- Sampling spacing shall be every 2.5 feet.
- Appropriate sampling for the required laboratory testing
- One full day of Cone Penetration Tests
 - One CPT located at the area of the proposed 3rd crest boring (western side of embankment) which extends approximately 60 ft. below the ground surface or until practical refusal.
 - One CPT adjacent to the KB1 drilling in the approved Project Work Plan. CPT shall calibrate/correlate the CPT results with the boring logs.
 - Two CPTs at downslope face of the embankment using a track CPT rig.
 - One additional CPT along the crest of the embankment.

The Consultant Shall:

- Align the downstream CPTs to align with the CPTs on the crest in order to obtain cross section along the maximum/critical sections.
- Perform dissipation tests on CPTs to define phreatic surface.
- Push CPTs first, before drilling in order to adjust soil sampling based on the CPT results such that any suspected weak layers can be targeted for sampling/laboratory testing.

2C Laboratory Testing

The Consultant is required to conform to the laboratory testing and standards in the final Project Work Plan approved by DSOD. The Final Work Plan shall include the addition of:

Page 4 of 7

First Amendment to Professional Services Agreement St. Helena Lower Dam Geotechnical and Seismic Evaluation.

- Triaxial Consolidated-Undrained (TXCU) with pore pressure measurements
- Sieve Analysis (ASTM D422)
- Atterberg Limits (ASTM D4318)

Consultant assumes all responsibility for the integrity of laboratory testing results.

2D Field Related Contingencies

This task is included to cover additional costs related to a change in conditions during the field portion of Task 2. Expenses billed to this task must be approved in writing by the Director of Public Works prior to commencing any contingency work.

- **Task 3: Engineering Analysis and Report**

Based on the results of the data compilation, review of existing data, the field investigation, laboratory testing program, and interactions with the City and DSOD, the Consultant shall perform engineering analysis for soil liquefaction potential and embankment stability analyses. Additionally, the Consultants analysis shall include and conform to all the requirements in the Project Work Plan approved by DSOD. This will include the analysis of the additional testing and CPTs required by DSOD.

The Consultant shall, based on the results of the DSOD approved engineering analyses, provide the City and DSOD civil engineering recommendations for required compliance, if the results of the analyses indicate the dam does not currently meet seismic standards.

A draft version of the report will be provided to the City and DSOD for their respective review. The final report will incorporate the comments from DSOD and the City. One round of review is assumed by Consultant.

- **Task 4: Analysis of Piezometer Data at Bell Canyon Reservoir**

The Consultant shall complete their summary of past work and analysis and provide the City with their letter discussing Consultants conclusions.

- **Task 5: Meeting and Misc. Contingencies**

This task is intended to cover additional meetings or other requirements from DSOD or the City of St. Helena to complete the project. Prior to starting any work under this task written authorization must be provided by the Director of Public Works.

EXHIBIT B-2 – COMPENSATION

Unless authorized by the Project Manager, compensation shall adhere to the labor and task categories outlined in the tables below.

LABOR FEE									
St. Helena Lower Dam Geotechnical and Seismic Evaluation									
LABOR CATEGORY	13 - Senior Project Manager	12 - Principal Professional	10 - Project Professional	9 - Staff Professional II	8 - CADD Operator	7 - Project Controls Specialist I	7 - Project Administrator I	TOTAL HOURS	TOTAL TASK FEE
Labor Factor	Regular Time	Regular Time	Regular Time	Regular Time	Regular Time	Regular Time	Regular Time		
Billing rate (\$/hr)	\$220.00	\$220.00	\$140.00	\$120.00	\$120.00	\$127.00	\$85.00		
Task 1 - Project Work Plan (Additional Scope)	21	22.25	19.25		13	3.25	6.75	85.5	\$14,756.50
Task 2A - Research and Review	2	4	12					18	\$3,000.00
Task 2B - Site Exploration (original 3 borings from 20-70 feet in depth PLUS additional Sampling Frequency PLUS one day of CPTs)	6	6	91					103	\$15,380.00
Task 2C - Laboratory Testing (Original Proposed Scope PLUS additional lab testing)	4	6	12					22	\$3,880.00
Task 2D - Field Contingency (20%) - [On Approval from City]		1.25	20					21.25	\$3,075.00
Task 3 - Engr. Analysis & Geotech Report (one cross sections assumed)	2.4	28	104		18	4	2	158.4	\$24,085.00
Task 3.1 Seismic Engineering Analyses		24	60					84	\$13,680.00
Task 4 - Analysis of Piezometer Data, Bell Canyon	7.8	7.5	23	0			0	38.3	\$6,590.00
Task 5 Meeting (One Meeting) - [On Approval from City]	6	11	0					17	\$3,740.00
LABOR HOURS	49.2	110	341.25	0	31	7.25	8.75	547.5	
LABOR FEE	\$10,827	\$24,200	\$47,775	\$0	\$3,720	\$921	\$744		\$88,186

TASK	HOURS	LABOR BUDGET	REIMB. EXPENSE BUDGET	LAB BUDGET	SUB BUDGET	TOTAL
Task 1 - Project Work Plan (Additional Scope)	85.5	\$14,756.50	\$302.00	\$0.00	\$0.00	\$15,058.50
Task 2A - Research and Review	18	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00
Task 2B - Site Exploration (original 3 borings from 20-70 feet in depth PLUS additional Sampling Frequency PLUS one day of CPTs)	103	\$15,380.00	\$325.00	\$0.00	\$40,040.00	\$55,745.00
Task 2C - Laboratory Testing (Original Proposed Scope PLUS additional lab testing)	22	\$3,880.00	\$0.00	\$19,695.00	\$0.00	\$23,575.00
Task 2D - Field Contingency (20%) - [On Approval from City]	21.25	\$3,075.00	\$0.00	\$0.00	\$7,925.00	\$11,000.00
Task 3 - Engr. Analysis & Geotech Report (one cross sections assumed)	158.4	\$24,085.00	\$0.00	\$0.00	\$0.00	\$24,085.00
Task 3.1 Seismic Engineering Analyses	84	\$13,680.00	\$0.00	\$0.00	\$0.00	\$13,680.00
Task 4 - Analysis of Piezometer Data, Bell Canyon	38.3	\$6,590.00	\$0.00	\$0.00	\$0.00	\$6,590.00
Task 5 Meeting (One Meeting) - [On Approval from City]	17	\$3,740.00	\$260.00	\$0.00	\$0.00	\$4,000.00
TOTALS	547.5	\$88,186.50	\$887.00	\$19,695.00	\$47,965.00	\$156,733.50



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

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving Contract Change Order No. 4 to the Construction Contract for Bell Canyon Reservoir – Install New Frame and Sluice Gate on Water Intake Tower, CIP Project W-84, with DRS Marine, Inc. in the amount of \$31,922 to DRS Marine Inc. for critical repairs of the upper valve at Bell Canyon Reservoir Intake Tower

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

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

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director NH

BACKGROUND

On September 22, 2015 a contract was awarded to DRS Marine in the amount of \$87,745.00 to install a new frame and sluice gate valve at the middle valve location on the intake tower at Bell Canyon Reservoir and a Notice-to-Proceed was provided. Following the Notice-to-Proceed, two No Cost Time Extension Change Orders were approved by the Director of Public Works for delays related to procuring and manufacturing the materials needed to complete the work. Following the installation of the mid valve, the dive crew from DRS Marine discovered that the upper valve on the intake tower was also not functional. Previously Public Works crews and regulators from the State of California Division of Dam Safety were under the impression that the upper valve was fully functional, however this was due to limitations in visibility as a result of the steel box and syphon covering the valve. DRS Marine provided an informal report to Public Works with photographs of the found conditions of the upper valve (Attachment 2). Following the discovery that the upper valve was not functioning properly, the Director of Public Works issued Contract Change Order No. 3 in the amount of \$8,579.00 directing DRS Marine to perform a full inspection of the upper valve to determine if it could be repaired. The full inspection required DRS Marine remove a syphon and metal box which attached the syphon to the valve and tower. Following the removal of this hardware, DRS Marine performed a full inspection and determined the issues which caused the valve to fail. These include:

- The valve stem had been damaged and no longer able to open or close the valve.
- The valve gate had become detached from the guides because the lugs have corroded away, causing the valve remain open regardless of the position of the valve gate.
- The stem pipe section of the tower which holds the valve has corrosion holes which need to be patched.

Following DRS Marine's full inspection (included as Attachment 3) it was determined that the upper valve could be repaired and DRS Marine provided a quote for rebuilding the valve. This includes repairing one broken lug on the valve frame, refurbishing the slide gate and guides, epoxy patching corrosion holes on the stem pipe, and replacing the scour valve pipe. DRS Marine's quoted price for this work \$31,922.

DISCUSSION

The valves on the intake tower are critical systems to the City's water supply. State of California Division of Safety of Dams requires intake tower valves be in working order so that flows can be controlled and managed. This is because during emergency conditions the reservoir may need to be drained rapidly or be closed off completely. Securing full control of all valves on the intake tower is required by regulators and allows operators to have maximum control of reservoir storage. Additionally fully functional valves is important to the quality of the City's water supply because it allows operators to pull water from different vertical locations along the intake tower at different times of the year, which can positively impact the water quality that is delivered to the City's water customers.

If approved the changes to the project would not impact the projects CEQA status. The project remains categorically exempt from the California Environmental Quality Act, pursuant to CEQA guidelines section 15301, Existing Facilities Class I which exempts the operation, repair, maintenance, and permitting of existing facilities.

FISCAL IMPACT

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

Description	Approved Budget	Projected
Preliminary engineering and design	\$ 98,179	\$ 98,179
Construction management/inspection	\$ 25,480	\$ 25,480
Construction Contract	\$ 87,745	\$ 87,745
Construction Contingency (10%)	\$ 8,775	
Contract Change Order No.1 (time only)		\$ 0
Contract Change Order No. 2 (time only)		\$ 0

Contract Change Order No. 3		\$ 8,579
Contract Change Order No. 4		\$ 31,922
Total	\$ 220,179	\$ 251,905

The increased budget has been included in the updated Five Year Capital Improvement Plan for 2016-2021 which is scheduled for adoption by the City Council at tonight's City Council meeting. If the updated Five Year Capital Improvement Plan for 2016-2021 is not approved by City Council tonight, separate action by City Council will be required to increase the project budget.

RECOMMENDED ACTION

Adopt attached resolution authorizing the Public Works Director/City Engineer to execute a Contract Change Order No. 4 with DRS Marine, Inc. in the amount of \$31,922, bringing the total construction contract cost to \$128,246 in order to complete the repairs of the upper and mid valves at the Bell Canyon Reservoir Intake Tower.

ATTACHMENTS

1. Resolution
2. Informal Inspection Findings of Bell Canyon Upper Valve
3. Full Inspection of Bell Canyon Upper Valve
4. Contract Change Order No. 4

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE CONTRACT CHANGE ORDER NO. 4 TO THE CONSTRUCTION CONTRACT FOR BELL CANYON RESERVOIR – INSTALL NEW FRAME AND SLUICE GATE ON WATER INTAKE TOWER, CIP PROJECT W-84, WITH DRS MARINE, INC. IN THE AMOUNT OF \$31,922 FOR CRITICAL REPAIRS OF THE UPPER VALVE AT BELL CANYON RESERVOIR INTAKE TOWER

- A. On September 22, 2015 City Council Awarded a construction contract with DRS Marine for the CIP Project W-84—Install New Frame and Sluice Gate on Water Intake Tower at Bell Canyon in the amount of \$87,745; and
- B. During construction repairing the middle valve, DRS Marine discovered the upper valve on the intake tower at the Bell Canyon Reservoir was not operable; and
- C. The Public Works Director/City Engineer, using the approved 10% construction contingency budget, authorized DRS Marine to perform a full inspection of the intake tower upper valve at Bell Canyon Reservoir; and
- D. Following the inspection DRS Marine determined they could repair the valve and provided a proposal to perform the work; and
- E. The upper valve on the intake tower at the Bell Canyon Reservoir is critical for the reservoir's safety and water quality.

RESOLUTION

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

1. The Public Works Director/City Engineer is authorized the execute Contract Change Order No. 4 with DRS Marine in the amount of \$31,922 for the repair of the intake tower upper valve at Bell Canyon Reservoir.

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

DRS MARINE INC.

COMMERCIAL DIVERS
DAMS, POWERHOUSES
U/W PILE REPAIRS
U/W BURNING & WELDING
ROVS



525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
WWW.DRSMARINE.COM

COMPLETE DIVING SERVICES

BELL CANYON UPPER VALVE & SCOUR VENT

PREPARED FOR

CITY OF ST HELENA

MAY 31, 2016



DRS MARINE INC.

COMPLETE DIVING SERVICES

drsmarine@aol.com

525 Chestnut Street

Vallejo, CA 94590

PH 707/648-3483

FX 707/648-2006

5-31-2016

City Of St. Helena

**ATTN: Tobias Barr
Public Works Project Manager
City of St. Helena,
1480 Main Street
St. Helena, CA 94574**

RE: Bell Canyon upper valve & scour vent

**Project site: Bell Canyon Reservoir
Date of work: 5-26-2016
Inspection Site: Bell Canyon upper valve
Conditions: 48" visibility**

INTRODUCTION

DRS marine was contracted to replace the mid level gate valve at the Bell Canyon Reservoir. During the contract work it was noticed that the upper valve and valve cover box was completely rotten and inoperable. It was also noticed that the scour valve vent pipe is extremely corroded with holes in it. These holes make it so there will always be leakage behind the scour valve and the outlet pipe would never be able to be completely dewatered. This is an "FYI" Informal Report, to let you know the condition of the upper valve and scour vent pipe.

There was also a swim by done on the lower valve and it seemed to be intact. The only thing that was seen was the cover box and screen. The valve could not be seen because the cover box encapsulates it.

TABLE OF CONTENTS

- 1.0 Upper Valve**
- 2.0 Scour valve vent pipe**
- 3.0 Summery of Repairs Needed**

1.0 UPPER VALVE

The upper valve is totally inoperable and out of its tracks. The valve stem is bent and the steel cover box and riser pipe extension are totally rotten leaving the inlet of the tower totally exposed to the open water where fish and debris can get in the water system.



1.0 UPPER VALVE.....continued



2.0 Scour Valve vent pipe

The Scour valve vent pipe is badly corroded with rot holes. These holes make it so the scour valve outlet pipe would never be able to be dewatered because of the leakage in the vent pipe behind the valve.



3.0 Summary of repairs needed

- Remove rotten cover box and riser pipe
- Remove gate valve and bent stem
- Repair gate guides and get gate functioning again
- Repair stem and adjust stem guides
- Install a screen over valve
- Remove rotten scour valve vent pipe and replace it with new pipe

~ END OF REPORT ~

DRS MARINE INC.

COMMERCIAL DIVERS
DAMS, POWERHOUSES
U/W PILE REPAIRS
U/W BURNING & WELDING
ROVS



525 CHESTNUT STREET
VALLEJO, CA 94590
BUS: 707-648-3483
FAX: 707-648-2006
WWW.DRSMARINE.COM

COMPLETE DIVING SERVICES

BELL CANYON UPPER VALVE REPAIRS

CITY OF ST HELENA

June 15, 2016



DRS MARINE INC.

COMPLETE DIVING SERVICES

drsmarine@aol.com

525 Chestnut Street

Vallejo, CA 94590

PH 707/648-3483

FX 707/648-2006

6/27/2016

City Of St. Helena

ATTN: Tobias Barr
Public Works Project Manager
City of St. Helena,
1480 Main Street
St. Helena, CA 94574

RE: Upper valve inspection

Project site: Bell Canyon Reservoir
Date of work: 6-27-2016
Inspection Site: Bell Canyon outlet tower
Conditions: 1' to 4' visibility

INTRODUCTION

DRS marine was contracted to remove the upper gate valve that was corroded and not functioning to conduct a thorough inspection of damage. This is the findings of the diver's inspection.

OBJECTIVE

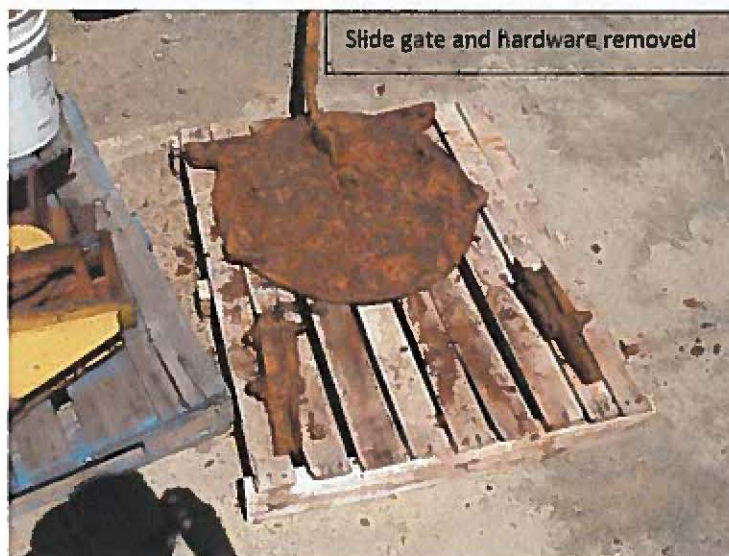
The objective of removing the gate was to determine if repairs were possible.

TABLE OF CONTENTS

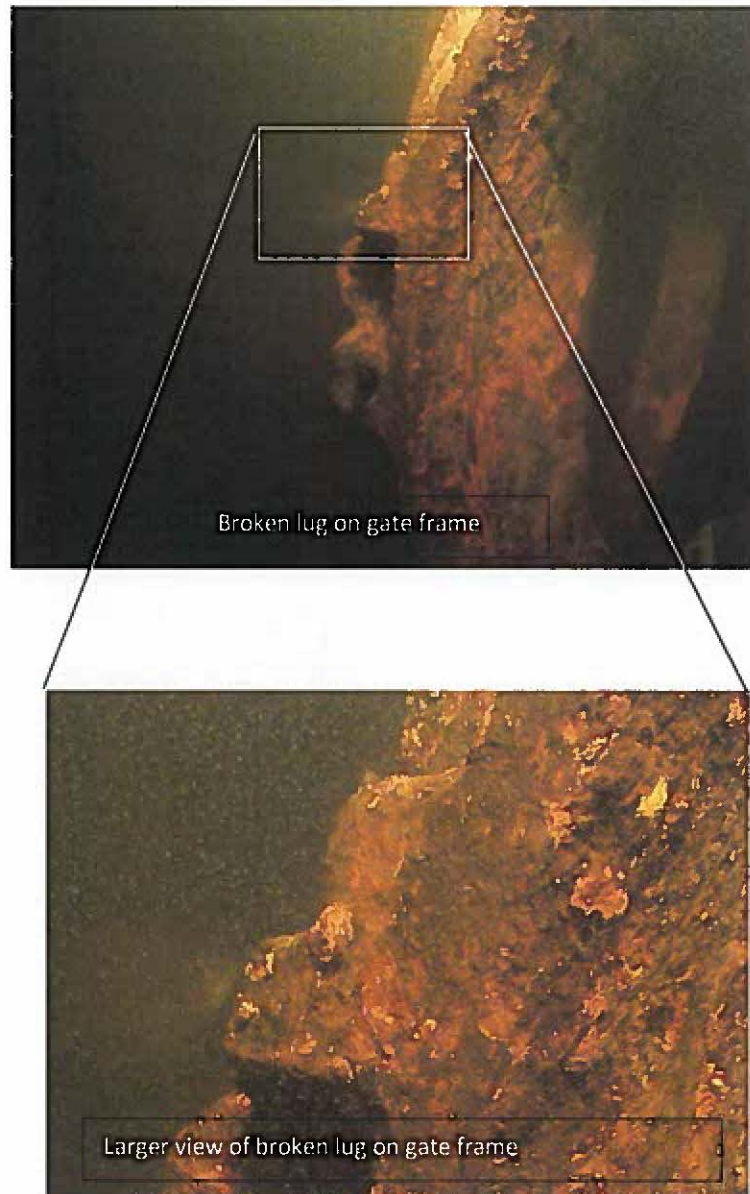
- 1.0 Gate valve
- 2.0 Stem Pipe
- 3.0 Scour valve vent pipe

1.0 Gate Valve

All the hardware of the gate valve was removed except the frame. The frame had one broken lug that could be repaired. The rest of the gate can be refurbished or replaced.

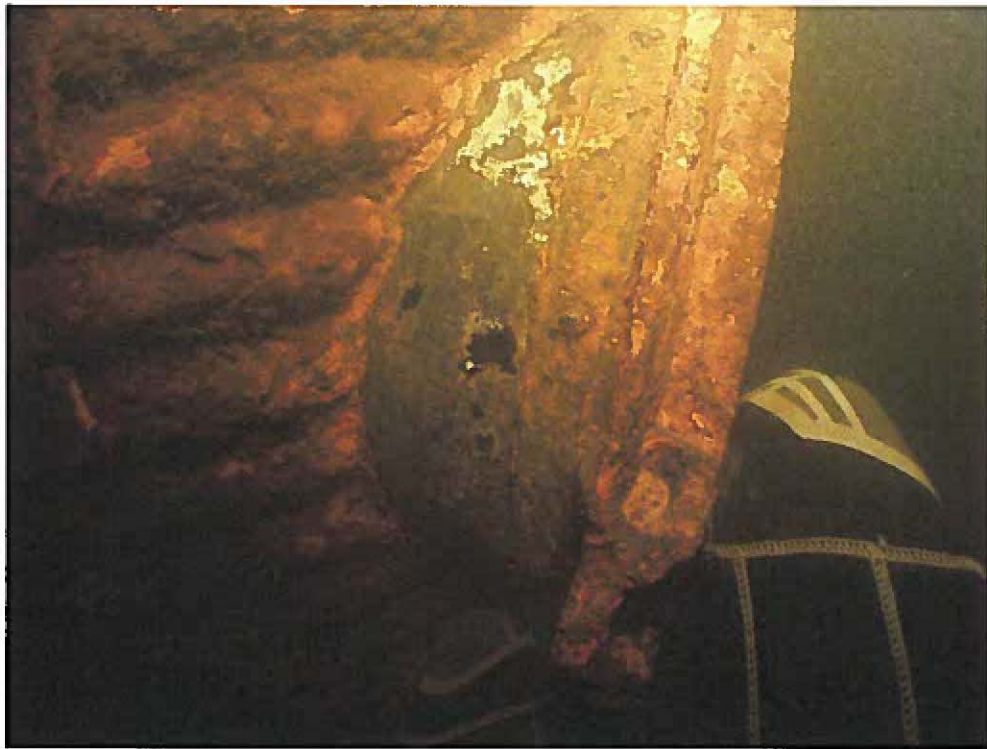


1.0 Gate Valve.....continued



2.0 Stem Pipe

The stem pipe coming out of the tower has some corrosion holes at the 8 o'clock position but the rest of the pipe appears to be intact. These holes can be repaired with epoxy.



3.0 Scour Valve Vent Pipe

During the inspection it was found that the vent pipe was completely deteriorated. This prevents the capability of dewatering the scour valve pipe.



Deteriorated vent pipe

END OF REPORT



City of St. Helena

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

ATTACHMENT 4
1480 Main Street

St. Helena, CA 94574

Phone: (707) 967-2792

Fax: (707) 963-7748

www.sthelenacity.com

OFFICE OF THE DIRECTOR OF PUBLIC WORKS AND CITY ENGINEER

Change Order #4

To: DRS Marine

525 Chestnut Street

Vallejo, CA 94590

From: Tobias Barr, Project Manager

Date: July 13th 2016

Re: Change Order for Bell Canyon Sluice Gate Replacement CIP W-84

DRS Marine., you are directed to make the following changes to the Contract documents.

Item	Description	Units	Bid Qty	Final Qty	Difference	Unit Price	Net Change
1	Furnish a 3 man Dive Crew and all equipment in accordance with OSHA regulations and all materials to fabricate new parts for rebuilding of deteriorated gate, dogging system; frame; and all misc. parts and lower section of stem. Clean and sandblast gate and salvaged parts. Coat fabricated and reconditioned parts. Install newly rebuilt gate and stem section, adjust and test for function. Furnish a complete Quality Assurance Report with pictures of rebuilt gate. Include pictures of new parts prior to installation	LS	0	1	NA	\$31,922	\$31,922
						TOTAL	\$31,922

Adjustment in Compensation:

Compensation for the additional work will not exceed \$31,922. The revised contract total is \$128,246.

Working Days

By reason of these proposed changes, an additional 25 days is granted. A total of 191 calendar days of extension will be allowed from the original project completion date, for a substantial completion date of August 9, 2016

SUBMITTED BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE
APPROVAL BY		
SIGNATURE	(PRINT NAME AND TITLE)	DATE

We, the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, to provide all labor and equipment, furnish all materials, and to perform all services necessary for the work above specified, and will accept as full payment, therefore, the prices shown above.

CONTRACTOR ACCEPTANCE BY:		
SIGNATURE	(PRINT NAME AND TITLE)	DATE



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

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution accepting the Work and Directing the Filing of the Notice of Completion for the Charter Oak at Hwy 29 Sewer Replacement, Capital Improvement Project S-68

CEQA Status: Categorically Exempt, Section 15301, Existing Facilities

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

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director

KH

BACKGROUND

On February 24, 2015 City Council approved a Resolution authorizing engineering consulting services with Coastland Civil Engineering for design of the Charter Oak Avenue at Highway 29, Emergency Sewer Repair.

Following the completion of the design and engineering, on July 28, 2015 the City Council authorized Adoption of Resolution Approving the Plans, Specifications; and Authorizing the Bid Request for Charter Oak Avenue and Highway 29 Sewer Repair and made findings that the project is categorically exempt from the California Environmental Quality Act, pursuant to CEQA Guidelines section 15301, Existing Facilities Class 1 which exempts the operation, repair, maintenance, and permitting of existing facilities involving negligible or no expansion of use including publically owned utilities used to provide sewerage services.

On September 22, 2015, City Council awarded the contract to G.D. Neilson Construction Inc. for the work and authorized the Director of Public Works to approve change orders not to exceed 10% of the contract amount. The Notice-to-Proceed was provided to the contractor on November 16, 2015 and the work was substantially complete on March 3, 2016.

G.D. Neilson has completed all the work required by the contract and the final change order and deductive change orders have been negotiated and agreed to by all parties. The project is ready for acceptance and filing of Notice of Completion.

DISCUSSION

During construction there were multiple issues, two change orders and significant weather delays. The most serious issue resulted from G.D. Neilson digging the bore pit on Charter Oak Avenue prior to having their Caltrans Encroachment Permit finalized. This resulted in additional costs to the City due to additional Inspection and Construction Management activities related to the open bore pit and the job being shut down while the Caltrans Encroachment Permit issues were resolved. The open bore pit also resulted in one-way traffic control on Charter Oak for much longer than originally planned which disrupted residents and businesses.

Additional challenges for this project included undermining of the bore pit due to loose fill and erosion from weather, delays due to unmarked gas lines found during excavation, an error in the survey which resulted a change to the design, and a change from to performing the work at night.

There were two change orders agreed to between G.D. Nielson and The Director of Public Works. Change Order No. 1 was issued to cover the additional costs which resulted from the un-marked gas lines, additional materials used during the project, the stabilization of the bore pit due to the undermining, the change in design to the sewer manhole due to error in the survey, and other misc. items. Change Order No 2 was a deductive change order that was negotiation by City Staff to cover the extra costs attributed to the early start of excavating the bore pit prior to having Caltrans Encroachment Permit in place. The deductive change order was negotiated to cover the City's additional Construction Management and Inspection costs.

As described earlier, a survey error was discovered during construction which resulted in a design revision and additional costs to the City. City Staff has notified the surveyor and is working to obtain reimbursement or credit for the additional costs attributed to the error. The expenses related to the survey error including the change to the design and the construction time and materials are approximately \$10,000.

FISCAL IMPACT

The total cost of construction are detailed below.

Description	Approved Budget	Projected
Construction Management/ Inspection	\$ 49,783.00	\$ 70,742.89
Construction Contract	\$308,458.00	\$ 308,458.00
Construction Contingency (10%)	\$ 30,845.80	

Change Order No. 1		\$ 23,143.96
Change Order No. 2		(\$ 10,023.96)
Total	\$389,086.80	\$392,320.89

The projected expenditures are estimated to exceed the currently approved budget by \$3,234.09. The increased budget has been included in the updated Five Year Capital Improvement Plan for 2016-2021 which is scheduled for adoption by the City Council at tonight's City Council meeting. If the updated Five Year Capital Improvement Plan for 2016-2021 is not approved by City Council tonight, separate action by City Council will be required to increase the project budget.

RECOMMENDED ACTION

Adopt the attached Resolution to accept the work and direct the filing of the Notice of Completion for Charter Oak Sewer Rehabilitation CIP S-68.

ATTACHMENTS

1. Resolution
2. Notice of Completion

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

**ACCEPTING THE WORK AND DIRECTING THE FILING OF THE NOTICE OF
COMPLETION FOR THE CHARTER OAKS AT HIGHWAY 29 SEWER
REPLACEMENT PROJECT S-68**

RECITALS

- A. On September 22, 2015, City Council awarded the project to G.D. Nielson Construction in the amount of \$308,458; and
- B. The Public Works Director/City Engineer authorized Change Orders totaling in the amount of \$13,120, bringing the full contract amount to \$321,578; and
- C. G.D. Neilson Construction has completed the work in accordance with the contract documents for the project; and
- D. If no liens or claims have been filed within 35 days of filing the Notice of Completion, the retained payment funds and any amount due will be released to G.D. Nielson Construction.

RESOLUTION

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

- 1. The work performed by G.D. Nielson under the subject contract is accepted as complete.
- 2. The Public Works Director/City Engineer is authorized to prepare a Notice of Completion and the City Clerk is directed to file a Notice of Completion with the Napa County Recorder.

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

Recording Requested By:

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

**Exempt From Recording Fees Per
Government Code Sec. 27383****When Recorded Mail To:**

City Clerk
City of St Helena
1480 Main Street
St Helena, CA 94574

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1 The undersigned is an owner of an interest of estate in the hereinafter described real property, the nature of which interest or estate is: fee simple.

2 The full name and address of the undersigned owner and of any and all co-owners are:

Name	Street and No.	City	State
City of St Helena	1480 Main Street	St Helena	CA

3 On the 28th day of June, 2016, there was completed upon the hereinafter described real property a work of improvement as a whole and described as follows: Charter Oak at Highway 29 Sewer Replacement Project CIP S-68

4 The name of the original contractor for the work of improvement as a whole was: G.D. Nielson Construction, INC.

5 The real property herein referred to is situated in the City of St Helena, County of Napa, State of California, and described as follows: Charter Oak Avenue and Highway 29

6 The street address of the property is: 1200 Charter Oak Avenue to 1043 Charter Oak Avenue

By: _____

Owner's Authorized Agent's Signature – Sign Before Notary

Steven Palmer, Public Works Director/City Engineer

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution authorizing the City Manager to execute a Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train for a Sewer Force Main

CEQA Status: Mitigated Negative Declaration, adopted on August 24, 2010, and as amended on March 10, 2015, September 11, 2015, and February 29, 2016

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

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director (NH)

BACKGROUND

Spring Mountain Hotel, LLC is constructing the Las Alcobas Hotel on a 3.83 acre parcel located at 1915 Main Street. The Project is renovating the existing Acacia House single family dwelling, and constructing several separate structures to provide 70-hotel rooms and related facilities. The Project was approved by City Council in 2010.

One of the conditions of approval requires the Developer to construct a new 6-inch diameter sewer force main from the existing sewer lift station located at 1752 Crinella Drive (Crinella Lift Station), to the existing gravity sewer line at Fulton Lane at Railroad Avenue. The existing 4-inch diameter force main will be abandoned in place and replaced with this new 6-inch diameter force main.

DISCUSSION

The proposed sewer force main exits the existing lift station building at the rear of the lift station property at 1752 Crinella Drive, crosses the railroad tracks, and runs south along the Napa Valley Wine Trail property to Fulton Lane; ultimately connecting to the existing City sewer at the intersection of Fulton Lane and Railroad Avenue. In order to construct the sewer force main, the Developer must obtain City approval of the improvement plans, submit security for construction to the City, obtain an easement from the Napa Valley Wine Train on behalf of the City, and obtain an encroachment permit from the City.

The improvement plans have been reviewed and approved the City's Director of Public Works/City Engineer (Attachment 2). An encroachment permit will not be issued until the attached Utility Easement Deed and Agreement (Attachment 3) is executed by all parties, and the Developer submits security for the construction.

The Utility Easement Deed and Agreement grants an easement from the Napa Valley Wine Train to the City to maintain and operate the new sewer force main, and it specifies the conditions that the City must follow when maintaining the sewer line and working adjacent to the railroad. The agreement also states that Spring Mountain Hotel, LLC is responsible for paying for the easement and constructing the sewer force main.

FISCAL IMPACT

The easement and construction of the sewer force main will be funded and performed by Spring Mountain Hotel, LLC. Upon completion of the improvements and acceptance by the City, the City will be responsible for operation and maintenance of the sewer force main. The cost to operate and maintain the new force main is not anticipated to be significantly different than the cost to operate and maintain the existing force main that is being abandoned.

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train

ATTACHMENTS

1. Resolution
2. Improvement Plans
3. Utility Easement and Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2016-

**AUTHORIZE THE CITY MANAGER TO EXECUTE UTILITY EASEMENT DEED
AND AGREEMENT WITH SPRING MOUNTAIN HOTEL, LLC AND NAPA
VALLEY WINE TRAIN FOR A SEWER FORCE MAIN**

RECITALS

- A. Spring Mountain Hotel, LLC is constructing the Las Alcobas Hotel on a 3.83 acre parcel located at 1915 Main Street; and
- B. The Project Conditions of Approval requires the Developer to construct a new 6-inch diameter force main from the existing sewer lift station located at 1752 Crinella Drive to the existing gravity sewer line at Fulton Lane and Railroad Avenue; and
- C. In order to construct the sewer force main, the Developer is required to obtain an easement from the Napa Valley Wine Train for the City to operate and maintain the sewer force main; and
- D. The Utility Easement Deed and Agreement grants and easement from the Napa Valley Wine Train to the City; and
- E. The Agreement specifies the conditions that the City must follow when maintain the sewer force main adjacent to the Napa Valley Wine Train; and
- F. The Agreement specifies that Spring Mountain Hotel, LLC will pay for the easement and construct the sewer force main.

RESOLUTION

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

1. The City Manager is authorized to sign the Utility Easement Deed and Agreement with Spring Mountain Hotel, LLC and Napa Valley Wine Train for a sewer force main

Approved at a Regular Meeting of the St. Helena City Council on June 28, 2016 by the following vote:

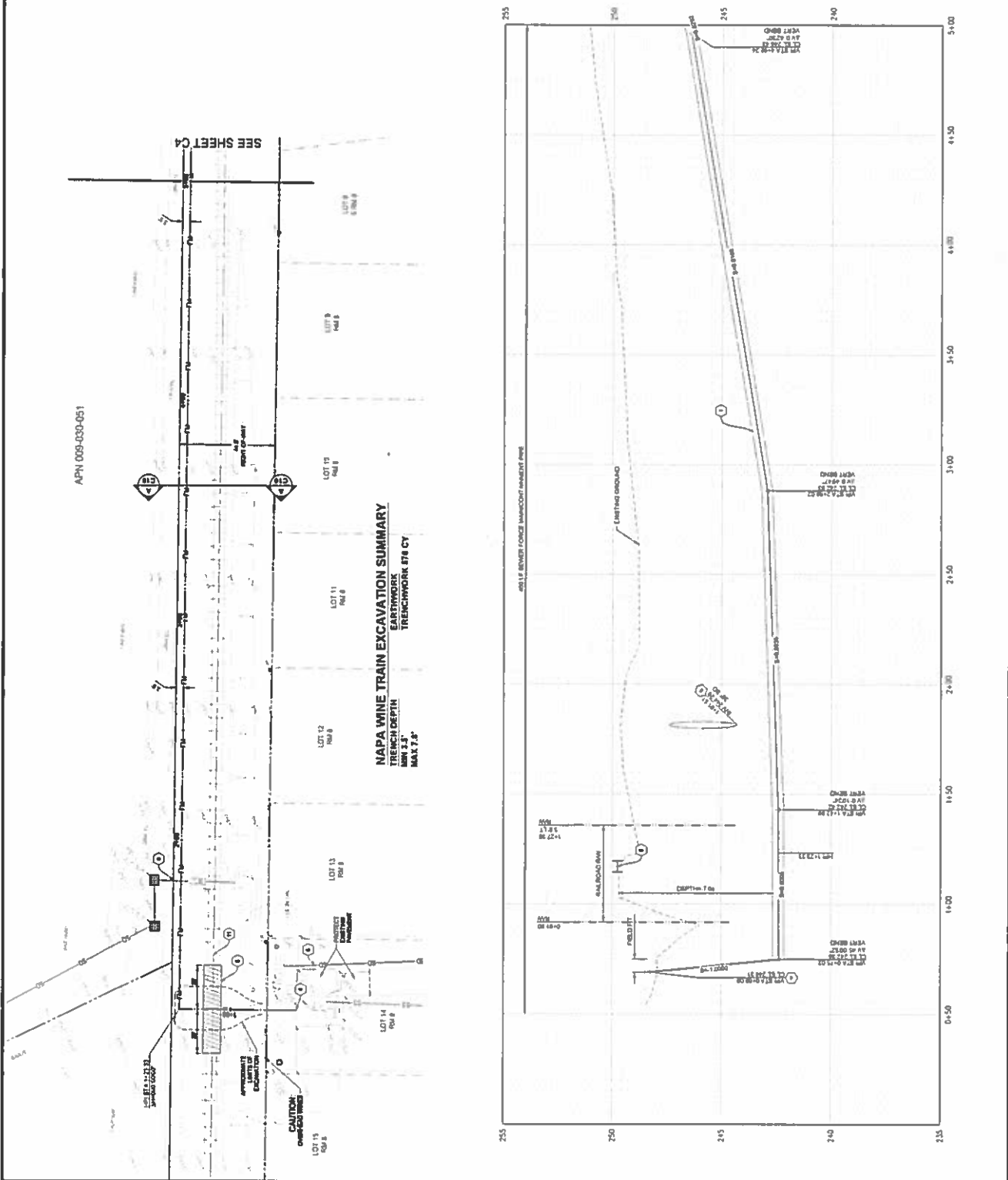
Mayor Galbraith: _____
Vice Mayor White: _____
Councilmember Crull: _____
Councilmember Dohring: _____
Councilmember Pitts: _____

APPROVED:

ATTEST:

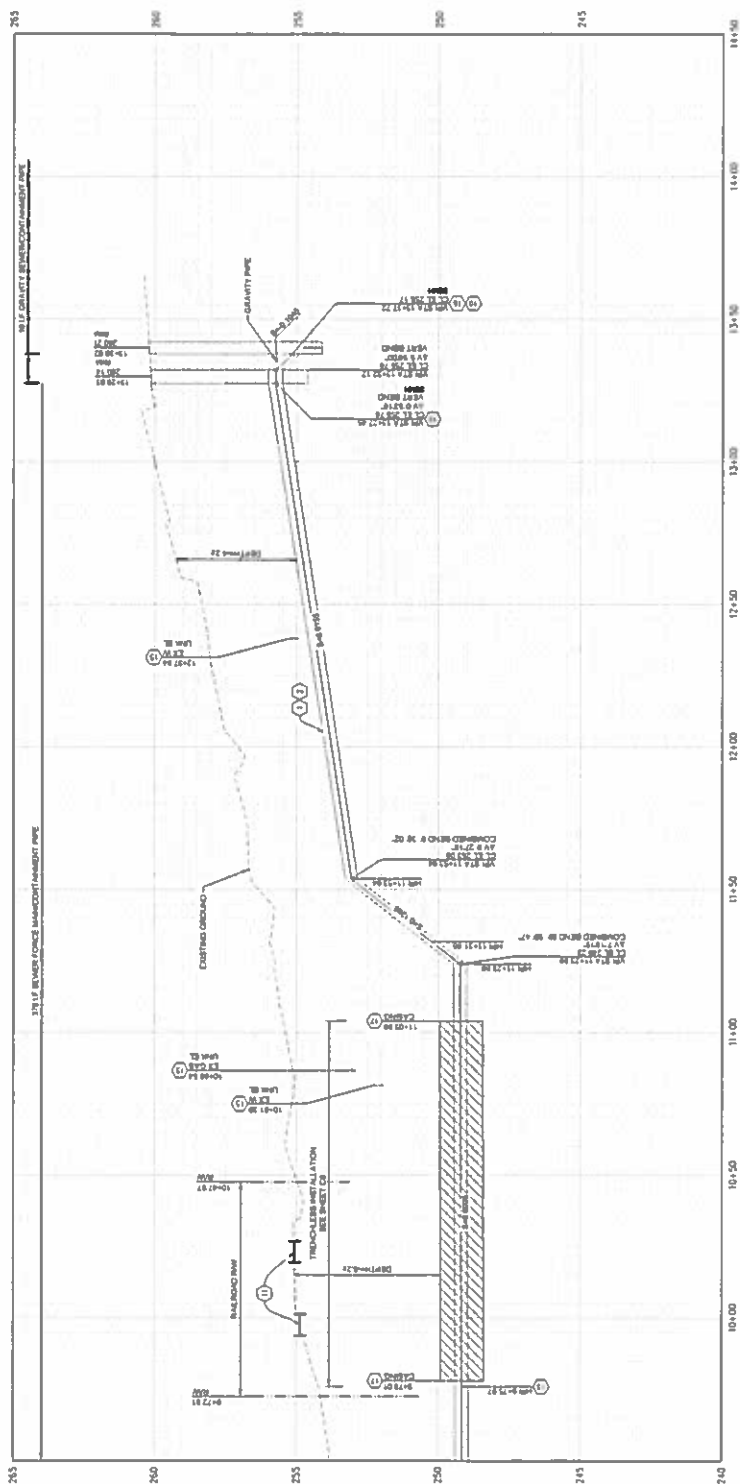
Alan Galbraith, Mayor

Cindy Black, City Clerk



FORCE MAIN KEYNOTES

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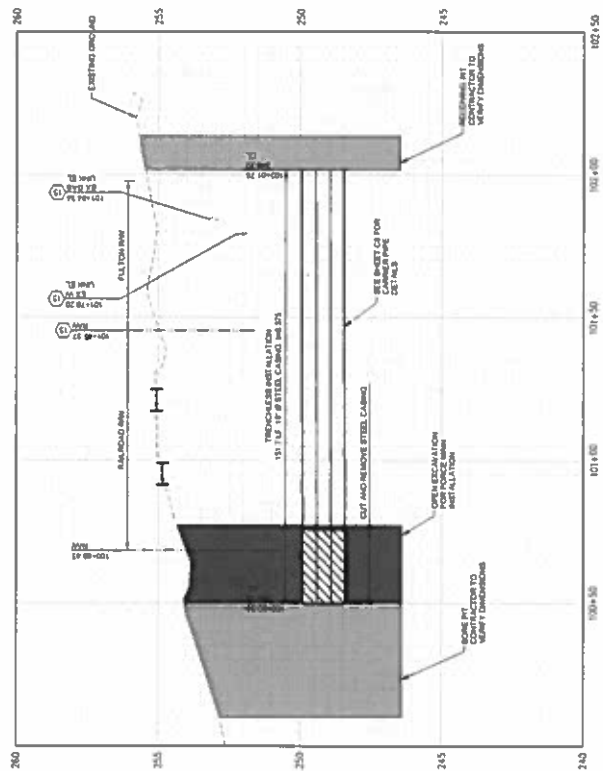
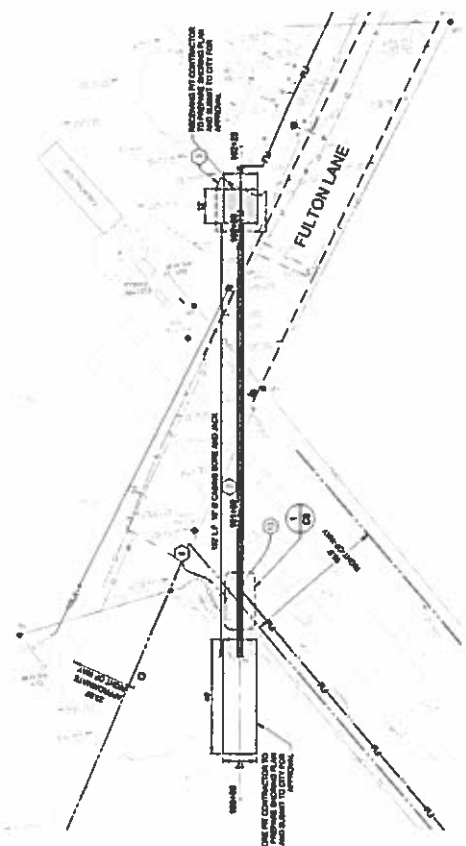
CRINELLA PUMP STATION BORE AND JACK PLAN AND PROFILE

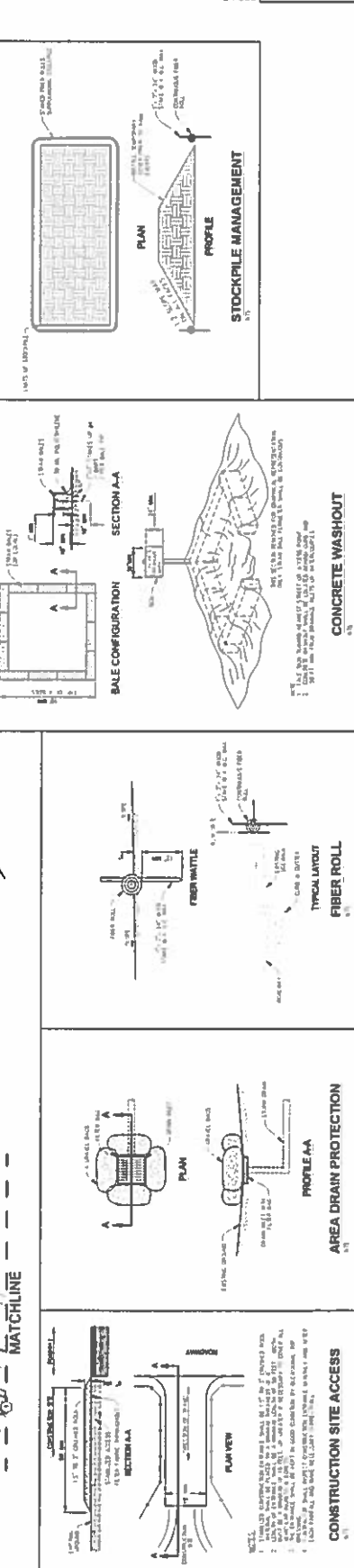
ST. HELENA
SHEET 1
12
DATE: 12/18/10
BY: JLM

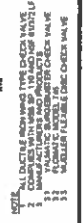


FORCE MAIN KEYNOTES

1. ALL FORCE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER FORCE MAINS.
2. ALL FORCE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER FORCE MAINS.
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19. ALL FORCE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER FORCE MAINS.
20. ALL FORCE MAINS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY ENGINEERING DEPARTMENT'S STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF SEWER FORCE MAINS.

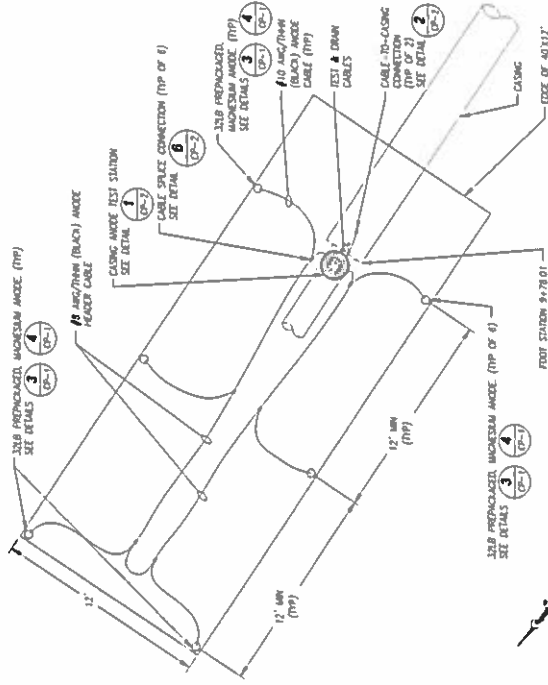




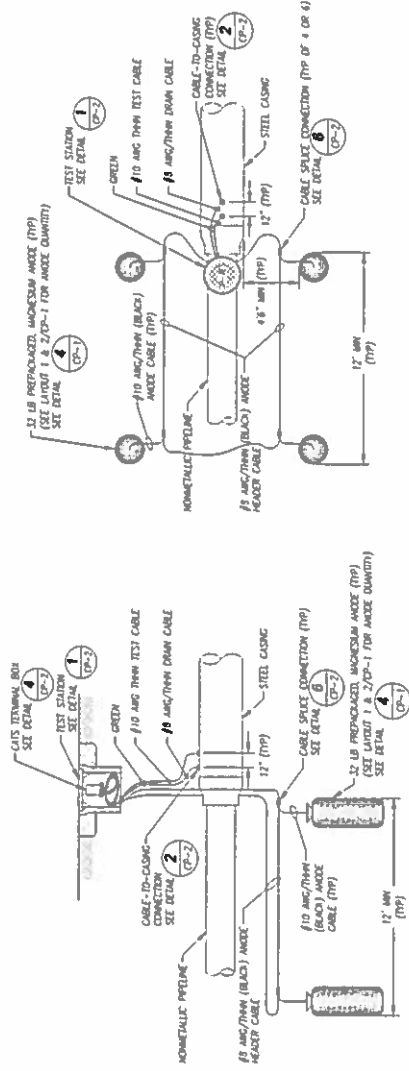


CATHODIC PROTECTION GENERAL NOTES

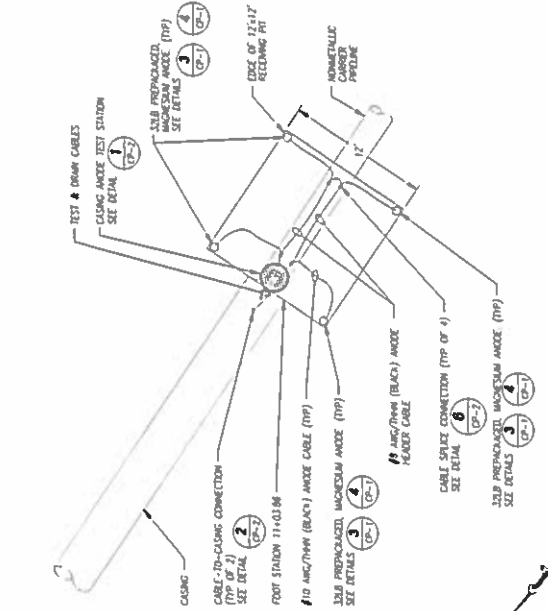
- 1 THE CASING WHICH IS THE SUBJECT OF THIS CATHODIC PROTECTION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE SANITARY SEWER FORCE MAIN OF THE CONELLA PUMP STATION FORCE MAIN PROJECT IN ST. HELENA, CA.
- 2 CATHODIC PROTECTION FOR THE STEEL CASING SHALL CONSIST OF HIGH POTENTIAL, MAGNESIUM ANODES. THE ANODES SHALL BE INSTALLED ON EACH END OF THE CASING. THE ANODE SIZE IS INDICATED IN LAYOUT 1 & 2 ON SHEET CP-1.
- 3 TEST STATIONS ARE REQUIRED FOR ANODE LOCATIONS AT EACH END OF THE CASING.
- 4 ALL ANODES INSTALLED SHALL BE DOCUMENTED AND REPORT PROVIDED TO THE ENGINEER.
- 5 THE CASING PIPE SHALL BE ELECTRICALLY ISOLATED FROM GROUND PIPE, METAL CONDUITING WIRING, FIBROUS PRELINES, EXISTING PRELINES, AND OTHER METALLIC STRUCTURES.
- 6 AFTER COMPLETION THE SYSTEM SHALL BE TESTED BY A PROJECT CORROSION ENGINEER (CPE) CORROSION CONSULTANT, INC. (925)357-4430.



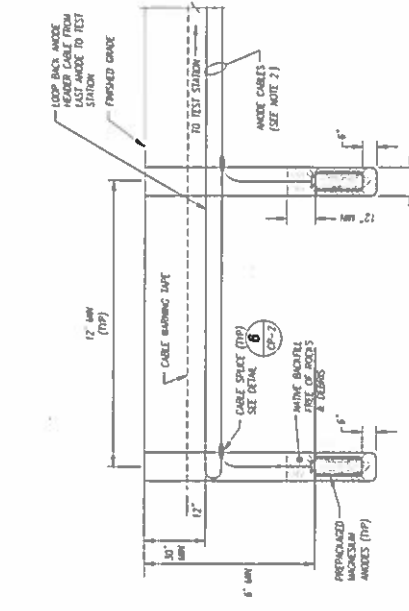
1 CASING CATHODIC PROTECTION LAYOUT 1 - STATION 9+78.01
CP-1 NOT TO SCALE



2 CASING CATHODIC PROTECTION LAYOUT 2 - STATION 11+03.86
CP-1 NOT TO SCALE



2 CASING CATHODIC PROTECTION LAYOUT 2 - STATION 11+03.86
CP-1 NOT TO SCALE



2 CASING CATHODIC PROTECTION LAYOUT 2 - STATION 11+03.86
CP-1 NOT TO SCALE

PLAN

PROFILE - ANODES SHOWN ONLY ON ONE SIDE OF CASING FOR CLARITY

- 1 THE ANODES SHALL BE INSTALLED A MINIMUM OF 15 FEET OFF THE EDGE OF THE CASING.
- 2 INSTALL CATS AT EACH END OF CASING.
- 3 LOOP BACK ANODE HEATER CABLE TO TEST STATION.
- 4 1/2" DIA. MAG/THM ANODES SHALL BE INSTALLED AT EACH END OF CASING.
- 5 CASING SHALL BE COATED WITH AN ANODE RESISTANT COATING.

3 CATS - CASING ANODE TEST STATION W/ANODES CP-1 NOT TO SCALE

- 1 INSTALL ANODES PARALLEL TO THE PRELINE AND A MINIMUM OF 5 FEET OFF THE CASING.
- 2 1/2" DIA. MAG/THM ANODES SHALL BE INSTALLED AT EACH END OF CASING.

4 PROFILE - VERTICAL ANODE INSTALLATION CP-1 NOT TO SCALE

CATHODIC PROTECTION
TRICORP CONSTRUCTION
CANELLA PUMP STATION FORCE MAIN CASING
CATHODIC PROTECTION SYSTEM & NOTES
DWG. NO. CP-1
DATE: 12/11/2015
BY: JCH
CHECKED FOR REVIEW: JCH
12/11/2015

CP-1
SHEET 1 OF 2
1100 Willow Park Court
Concord, CA 94520
(925)357-4430
FAX (925)357-4434
WWW.JCHCORROSION.COM

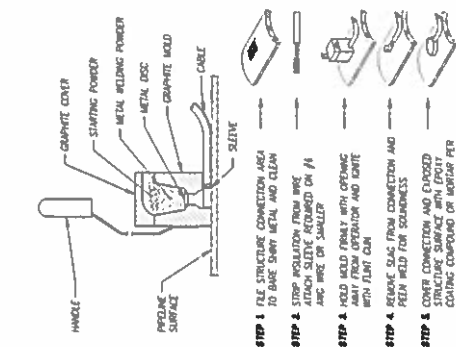
SCALE: AS SHOWN
1" = 12"





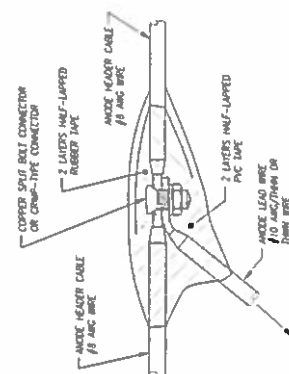
CATHODIC PROTECTION		DATE		12/11/2015	BY	CHN
TRICORP CONSTRUCTION		REV		0	BY	CHN
CRINELLA PUMP STATION FORCE MAIN CASING		CATHODIC PROTECTION SYSTEM		CATHODIC PROTECTION DETAILS 2		
DWG NO. C-101		DATE		12/11/2015	BY	CHN
PROJECT NO. 1501		REV		0	BY	CHN
PROJECT NAME		DATE		12/11/2015	BY	CHN
PROJECT LOCATION		REV		0	BY	CHN
PROJECT DESCRIPTION		DATE		12/11/2015	BY	CHN
PROJECT STATUS		REV		0	BY	CHN
PROJECT OWNER		DATE		12/11/2015	BY	CHN
PROJECT MANAGER		REV		0	BY	CHN
PROJECT ENGINEER		DATE		12/11/2015	BY	CHN
PROJECT DESIGNER		REV		0	BY	CHN
PROJECT CHECKER		DATE		12/11/2015	BY	CHN
PROJECT APPROVER		REV		0	BY	CHN
PROJECT REVIEWER		DATE		12/11/2015	BY	CHN
PROJECT SIGNATURE		REV		0	BY	CHN
PROJECT STAMP		DATE		12/11/2015	BY	CHN
PROJECT SCALE		REV		0	BY	CHN
PROJECT UNIT		DATE		12/11/2015	BY	CHN
PROJECT COLOR		REV		0	BY	CHN
PROJECT FONT		DATE		12/11/2015	BY	CHN
PROJECT LINE		REV		0	BY	CHN
PROJECT TEXT		DATE		12/11/2015	BY	CHN
PROJECT IMAGE		REV		0	BY	CHN
PROJECT SYMBOL		DATE		12/11/2015	BY	CHN
PROJECT ANNOTATION		REV		0	BY	CHN
PROJECT COMMENT		DATE		12/11/2015	BY	CHN
PROJECT REVISION		REV		0	BY	CHN
PROJECT CHANGE		DATE		12/11/2015	BY	CHN
PROJECT UPDATE		REV		0	BY	CHN
PROJECT DELETE		DATE		12/11/2015	BY	CHN
PROJECT INSERT		REV		0	BY	CHN
PROJECT MOVE		DATE		12/11/2015	BY	CHN
PROJECT COPY		REV		0	BY	CHN
PROJECT PASTE		DATE		12/11/2015	BY	CHN
PROJECT CUT		REV		0	BY	CHN
PROJECT UNDO		DATE		12/11/2015	BY	CHN
PROJECT REDO		REV		0	BY	CHN
PROJECT ZOOM		DATE		12/11/2015	BY	CHN
PROJECT PAN		REV		0	BY	CHN
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PROJECT COLOR		REV		0	BY	CHN
PROJECT FONT		DATE		12/11/2015	BY	CHN
PROJECT LINE		REV		0	BY	CHN
PROJECT TEXT		DATE		12/11/2015	BY	CHN
PROJECT IMAGE		REV		0	BY	CHN
PROJECT SYMBOL		DATE		12/11/2015	BY	CHN

adh corrosion
1100 Willow Pass Court
Concord, CA 94520
(925) 927-6630
FAX (925) 927-6634
WWW.ADH-CORROSION.COM

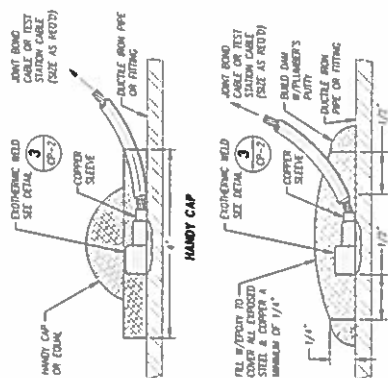


PROCEDURE SHOWN ABOVE IS TO BE USED AS A GENERAL GUIDE ONLY
 CONSULT MANUFACTURER'S LITERATURE FOR SPECIFIC INSTALLATION INSTRUCTIONS

3 EXOTHERMIC WELD PROCEDURE



8 SPLICE CONNECTION



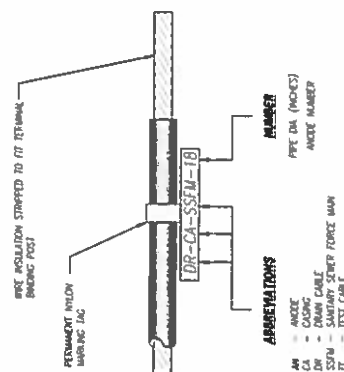
EPOXY COATING COMPOUND

NOTES

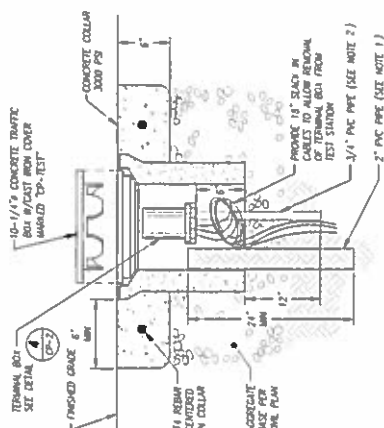
1. EACH EXOTHERMIC WELD CONNECTION SHALL CONTAIN NO MORE THAN ONE WIRE END. EXOTHERMIC WELD CONNECTIONS SHALL BE AT LEAST 6 INCHES CLEAR OF THE NEAREST EXOTHERMIC WELD.

2. DO NOT USE EXOTHERMIC WELDING ON STEELLESS STEEL OR OTHER ALUMINUM.

2 CABLE-TO-CASING CONNECTION



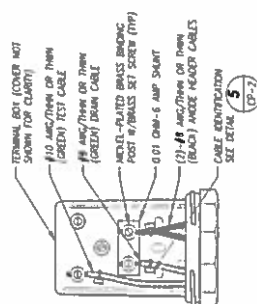
5 CABLE IDENTIFICATION



NOTES:

1. INSTALL 2" PVC PIPE IN CLEAN WATERSOIL FILL PIPE WITH CLEAN SOIL FREE FROM ROCKS & DEBRIS.
2. INSTALL 18" LENGTH OF 1/4" PVC PIPE TO ENSURE THAT THE TERMINAL SOIL WELL REMAINS IN THE UNCHANGED POSITION POSITION THE PIPE SO THAT THE TERMINAL SOIL WELL

1 FLUSH MOUNTED TEST STATION CONCRETE BOX



SALES TERMINAL BOX

NOTES

4 TERMINAL BOX

RECORDING REQUESTED BY AND RETURN TO:

[BUSINESS NAME]

[ADDRESS]

[CITY, STATE, ZIP]

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

[] This is a conveyance where the consideration and
Value is less than \$100.00 (R&T 11911).

[] Computed on Full Value of Property Conveyed, or

[] Computed on Full Value Less Liens
& Encumbrances Remaining at Time of Sale_____
Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

UNDERGROUND UTILITY EASEMENT DEED AND AGREEMENT

M.P. 87.67-87.83 - UX

NAPA VALLEY WINE TRAIN, LLC, a California limited liability company, hereinafter the "Grantor," for valuable consideration, the receipt whereof is hereby acknowledged, and in consideration of the agreements herein set forth, does hereby grant to the CITY OF ST. HELENA, a municipal corporation, hereinafter referred to as the "Grantee," the permanent easement and right of way to construct, operate, use, maintain, alter, add to, reconstruct, enlarge, repair, renew, replace, inspect, improve, relocate, and/or remove, at any time and from time to time, such facilities as Grantee deems necessary for an underground six-inch (6") force main pipe and accompanying containment pipe, and all associated infrastructure, conduit, equipment and wiring, connecting the Crinella Pump Station to the sewer system located at the intersection of Railroad Avenue and Fulton Avenue in St. Helena, California, herein collectively referred to as "Facilities", in that certain real property, situated in the county of NAPA, state of California, herein referred to as "Easement", depicted on Exhibit "A" attached hereto and by this reference incorporated herein and made a part hereof.

Grantor further grants to Grantee:

(a) the right of ingress to and egress from the real property in which the Easement is located (the "Easement Area") over and across Grantor's lands by means of existing roads and lanes, if such there be, otherwise by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, provided, that such right of ingress and egress shall not extend to any portion of said lands which is isolated from the Easement by any public road or highway now crossing or hereafter crossing said lands;

(b) the right to install, maintain, and use gates in all fences which now cross or shall hereafter cross the Easement Area;

(c) the right, from time to time, to trim and to cut down and clear away any and all trees and brush now or hereafter on the Easement Area that interfere with the Facilities and shall have the further right, from time to time, to trim and to cut down and clear away any trees on the Easement Area which now or hereafter, in the opinion of the Grantee, may be a hazard to the Facilities by reason of the danger of falling thereon, provided, however, that all trees which Grantee removes shall be removed from Grantor's premises by Grantee at Grantee's sole expense; and

(d) the right to mark the Easement Area by suitable markers, but said markers, when set in the ground, shall be placed in fences, to the extent practicable, or other locations which will not interfere with Grantor's use of the Easement Area.

The Easement is subject to the terms, conditions, limitations and covenants contained in Exhibit "B", entitled TERMS, CONDITIONS, LIMITATIONS AND GRANTEE'S COVENANTS RUNNING WITH EASEMENT, which is attached and incorporated herein, which shall run with the Easement herein granted, and Grantee, its successors and assigns, by acceptance of this Easement Deed and Agreement, and in consideration of the agreements herein set forth, agrees to observe each and all said terms, limitations and conditions, and to perform each and all said covenants.

The Easement is further subject to the terms, conditions, limitations and covenants contained in Exhibit "C", entitled CONSTRUCTION PLAN, which is attached and incorporated herein, which shall run with the Easement herein granted, and Grantee, its successors and assigns, by acceptance of this Easement Deed and Agreement, and in consideration of the agreements herein set forth, agrees to observe each and all said terms, limitations and conditions, and to perform each and all said covenants.

The Grantor and the Grantee all agree to be bound by this Easement Deed and Agreement, consisting of this instrument and Exhibits "A," "B," and "C" attached hereto and incorporated herein.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be duly executed as of the _____ day of _____, 20_____.

NAPA VALLEY WINE TRAIN, LLC
a California limited liability company

By _____
Anthony J. Giaccio, CEO / CFO

CITY OF ST. HELENA, a municipal corporation

By _____
[AUTHORIZED NAME, TITLE]

[Signatures continue on next page]

Solely for purposes of Section 2, 3 and 11 of Exhibit B to this Agreement.

SPRING MOUNTAIN HOTEL LLC,
a Delaware limited liability company

By: TPC St. Helena Partners LLC,
a Delaware limited liability company,
its Manager

By: TPC St. Helena Investors LLC,
a Delaware limited liability company,
its Manager

By: The Presidio Companies LLC,
a Delaware limited liability company,
its Manager

By: _____
Sushil Patel, Manager

By: Venustus Hotel, LLC,
a Delaware limited liability company,
its Manager

By: _____
Samuel Leizorek, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared Anthony J. Giaccio, as CEO/CFO of NAPA VALLEY WINE TRAIN, LLC, a California limited liability company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the same in
his/her authorized capacity, and that by his/her signature on the instrument the person, or the
entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, _____, before me, _____
(here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

EXHIBIT "A"
CITY OF ST. HELENA
CRINELLA FORCE MAIN EASEMENT

CRINELLA FORCE MAIN PIPE ENCUMBRANCE – DESCRIPTION

All that real property situated in the County of Napa, State of California, being a portion of the Napa Valley Wine Train Property ("Railroad Property"), being more particularly described as follows:

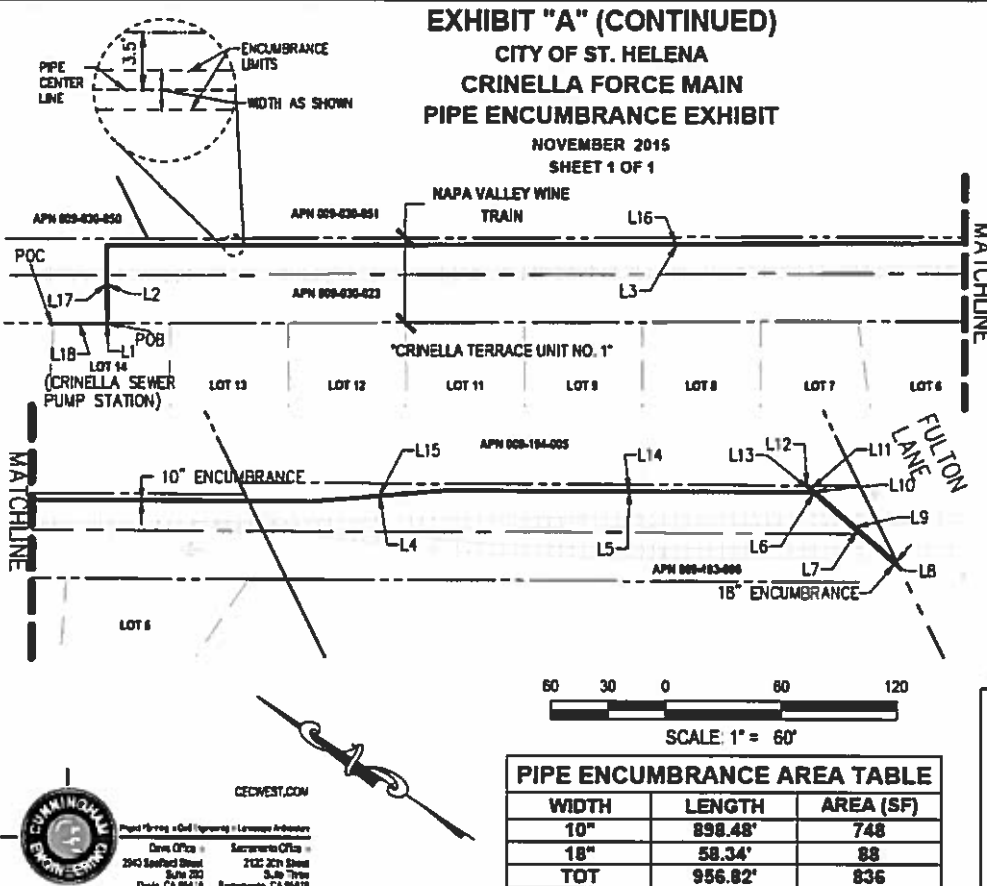
Commencing at the northeast corner of Lot 14, Book 6 of Maps, Page 8 and 9 "Crinella Terrace Unit No. 1"; thence along the easterly line of Lot 14, South 33°28'00" East, 28.96 feet to the **True Point of Beginning**; thence the following seventeen (17) courses:

- 1) Along said easterly line of Lot 14, South 33° 28' 00" East, 0.83 feet;
- 2) Thence leaving Lot 14, North 56° 31' 45" East, 40.04 feet;
- 3) Thence South 33° 28' 15" East, 591.83 feet;
- 4) Thence South 38° 28' 00" East, 68.84 feet;
- 5) Thence South 33° 28' 00" East, 191.20 feet;
- 6) Thence North 82° 56' 13" West, 0.20 feet;
- 7) Thence South 07° 03' 47" West, 60.11 feet, to a point on the northerly Right of Way of Fulton Lane;
- 8) Thence, along said northerly Right of Way, North 30° 06' 26" East, 3.83 feet;
- 9) Thence, leaving said Right of Way, North 07° 03' 47" East, 56.58 feet;
- 10) Thence North 82° 56' 13" West, 0.33 feet;
- 11) Thence North 07° 03' 47" East, 4.90 feet to a point on the easterly boundary of the Railroad Property;
- 12) Thence, along said easterly boundary, North 33° 28' 00" West, 1.28 feet;
- 13) Thence, leaving said boundary, South 07° 03' 47" West, 4.74 feet;
- 14) Thence North 33° 28' 00" West, 190.46 feet;
- 15) Thence North 38° 28' 00" West, 68.84 feet;
- 16) Thence North 33° 28' 15" West, 592.63 feet;
- 17) Thence South 56° 31' 45" West, 40.87 feet to the **Point of Beginning**.

Said property contains 836 Sq. Ft. (0.02 Ac.), more or less.

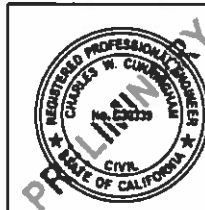
EXHIBIT "A" (CONTINUED)
CITY OF ST. HELENA
CRINELLA FORCE MAIN
PIPE ENCUMBRANCE EXHIBIT

NOVEMBER 2015
 SHEET 1 OF 1



LINE DATA		
LINE	BEARING	LENGTH
L1	S33°28'00"E	0.83'
L2	N58°31'45"E	40.04'
L3	S33°28'15"E	591.83'
L4	S38°28'00"E	68.84'
L5	S33°28'00"E	191.20'
L6	N82°56'13"W	0.20'
L7	S07°03'47"W	60.11'
L8	N30°06'28"E	3.63'
L9	N07°03'47"E	56.58'
L10	N82°56'13"W	0.33'
L11	N07°03'47"E	4.80'
L12	N33°28'00"W	1.28'
L13	S07°03'47"W	4.74'
L14	N33°28'00"W	190.46'
L15	N38°28'00"W	68.84'
L16	N33°28'15"W	592.63'
L17	S56°31'45"W	40.87'
L18	S33°28'00"E	28.96'

DATE SIGNED: _____
 THESE DRAWINGS ARE NOT
 CONSIDERED FINAL UNTIL THE
 ENGINEER'S SEAL BELOW HAS
 BEEN SIGNED AND DATED.



PIPE ENCUMBRANCE AREA TABLE		
WIDTH	LENGTH	AREA (SF)
10"	898.48'	748
18"	58.34'	88
TOT	956.82'	836

\\Projects\1200\1246 Grndwdr In AutoCAD\1246-10-01 FORCE MAIN CH\CRINELLA\1246-10-01-PIPE ENCUMBRANCE.dwg - Layout 11/19/2015 - 4:52PM Plotted by: bwh

EXHIBIT "B"
TERMS, CONDITIONS, LIMITATIONS AND GRANTEE'S
COVENANTS RUNNING WITH EASEMENT

Section 1. LIMITATIONS AND RESERVATIONS.

(a) This grant is subject and subordinate to the prior and continuing right and obligation of Grantor, its successors and assigns, to use all the property described herein in the performance of its business as a common carrier, and for that purpose there is reserved unto Grantor, its successors and assigns, the right to construct, reconstruct, maintain and use existing and future railroad tracks, facilities and appurtenances and existing and future transportation, communication and pipeline facilities and appurtenances in, upon, over, under, across and along said Easement Area, provided that any of such uses installed or changed after the date of execution of this Easement do not interfere with the rights granted to Grantee herein.

(b) The rights hereby granted are subject to any existing encumbrances and rights (whether public or private), recorded or not, and also to any renewals thereof, and Grantor makes no covenant or warranty of title, for quiet possession or against any existing encumbrances. The Grantee shall not damage, destroy or interfere with the property or rights of third parties in, upon or relating to the Grantor's remaining property, unless the Grantee, at its own expense, settles with and obtains releases from such nonparties.

(c) The Grantor reserves the right to use and to grant to others the right to use the Easement Area in any manner and for any purpose which does not unreasonably interfere with or diminish the Easement herein conveyed to Grantee, including, but not by way of limitation, the right to construct, install, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities, appurtenances, signal, fiber optic, communication, or power lines and all kinds of equipment, provided that Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any reservoir or other obstruction on said Easement Area, or diminish or substantially add to the ground cover within said Easement Area without having first obtained Grantee's consent thereto, which consent shall not be unreasonably withheld.

(d) The Grantee shall not use or permit use of the Easement for any purposes other than those described in this Easement. No third party shall be admitted by the Grantee to use or occupy any part of the Easement Area without the Grantor's written consent which consent shall not be unreasonably withheld, other than Spring Mountain Hotel LLC ("Spring Mountain") and its contractors and representatives in connection with the initial construction of the Facilities pursuant to this Agreement.

Section 2. CONSIDERATION.

In consideration for the 836 square foot Easement, Spring Mountain agrees to pay to Grantor, in immediately available funds, prior to or concurrently with Grantor's execution and delivery of this Easement Deed and Agreement, \$43,472.00 calculated as follows, \$52.00 per square foot of land.

Section 3. CONSTRUCTION, MAINTENANCE AND OPERATION.

(a) Spring Mountain shall install and Grantee shall maintain all underground Facilities no less than the minimum depth below the bottom of the existing rails or surface of the lands of Grantor, each minimum distance as defined and required by General Order 128 (underground) of the Public Utility Commission of the State of California, which by this reference are incorporated herein and made a part hereof. Markers in form and size satisfactory to the parties hereto shall be installed and reasonably maintained by Grantee at Grantor's property lines. The Facilities shall be

constructed, operated, maintained, repaired, renewed, modified, relocated and/or reconstructed in strict conformity with such other additional railroad safety standards as Grantor, in its reasonable discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "Railroad Additional Requirements"), and all applicable railroad safety laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Laws and the Railroad Additional Requirements, the most restrictive shall apply.

(b) Any contractor or subcontractor performing work in the Easement Area relating to any construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities shall, for the purpose of this Agreement, and particularly for the purposes of Section 11 of this EXHIBIT "B", be conclusively deemed to be the servant and agent of Grantee acting on behalf and within the scope of such contractor's or subcontractor's employment for Grantee. Upon completion of construction or other work, the Grantee and/or its contractor(s) or subcontractor(s) will leave the Easement Area in good condition.

(c) Spring Mountain (with respect to the Initial Construction Work, defined below) and Grantee (with respect to all other work) shall cooperate with Grantor to ensure the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities, and in the event the Grantor provides any support or assistance to Spring Mountain or Grantee, as applicable, Spring Mountain or Grantee, as applicable, shall pay to the Grantor, within thirty (30) days after bills shall have been rendered therefore, all reasonable expense incurred by the Grantor in connection therewith. Prior to the commencement of any work in connection with the construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities where they pass underneath the roadbed and track or tracks of the Grantor, Spring Mountain or the Grantee, as applicable, shall submit to the Grantor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Grantor's operations, and shall not proceed with the work until such plans have been approved by the Grantor's CFO, or his authorized representative, and then the work shall be done to the satisfaction of the Grantor's CFO or his authorized representative. The Grantor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Facilities, and, in the event the Railroad provides such support, Spring Mountain or the Grantee, as applicable, shall pay to the Grantor, within thirty (30) days after bills shall have been rendered therefore, all expenses incurred by the Grantor in connection therewith, which expenses shall include all assignable costs, including but not limited to supervisory, consulting and labor expenses, train delay, derail damage and repair expenses, damages and associated expenses to land, track, train and passengers, including but not limited to accommodations, reimbursements and compensations. Spring Mountain or Grantee, as applicable, shall keep and maintain the soil over the Facilities thoroughly compacted and the grade even with the adjacent surface of the ground.

(d) All initial construction work with respect to the Facilities by Spring Mountain (the "Initial Construction Work") shall be performed in accordance with EXHIBITS "B" and "C," shall be commenced within two years and shall be performed diligently and completed within a reasonable time, and in any event within one year from the beginning of construction, or within such further period of time as may be permitted in writing by the Grantor, which permission shall not be unreasonably withheld. It is understood that the Grantor's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work, and that movement or stoppage of trains, engines or cars may cause delays in the Initial Construction Work. Spring Mountain hereby assumes the risk of any such delays and agrees that no claims for damage on account of such delay shall be made against the Grantor. Spring Mountain shall perform the Initial Construction Work in accordance with this Agreement and shall comply with all requirements, terms and conditions of this Easement Deed and Agreement in connection with such Initial Construction Work. With respect to

such Initial Construction Work, all references to Spring Mountain shall include Spring Mountain and its respective contractors, subcontractors, officers, agents and employees.

Section 4. NOTICE OF COMMENCEMENT OF WORK.

If an emergency should arise requiring immediate attention, the Grantee shall provide as much notice as practicable to Grantor before commencing any work. In all other situations, the Grantee shall notify the Grantor at least 48 hours (or such other time as the Grantor may allow) in advance of the commencement of any work within the Easement Area in connection with the construction, repair, renewal, modification, reconstruction, relocation or removal of the Facilities, excepting only periodic inspection and routine maintenance of the Facilities. Grantee shall also give at least 24 hours advance notice to Grantor of proposed performance of any work by the Grantee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Grantor will determine and inform the Grantee whether a flagman need be present and whether the Grantee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Grantor, such services will be provided at Grantee's expense with the understanding that if the Grantor provides any flagging or other services the Grantee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 5. RELOCATION OF FACILITIES.

Grantee covenants and agrees that upon written request of Grantor, Grantee will, with all due diligence, relocate all or any portion of the Facilities to such new location as Grantor may reasonably designate. Grantor shall not unreasonably require Grantee to remove or relocate its Facilities, and Grantor must provide to Grantee, in exchange for the relocation, a replacement Easement, over and across Grantor's property, in the new alignment which shall be as close as practicable to the present alignment. All the terms, conditions and stipulations herein expressed with reference to the Facilities on the lands of the Grantor in the location hereinbefore described shall, so far as the Facilities remains on the property, apply to the Facilities as modified, changed or relocated within the contemplation of this section.

If the Grantor requests relocation, the relocation shall be at the sole cost of Grantor, with Grantee endeavoring to keep such cost reasonable.

Section 6. GRANTEE TO BEAR ENTIRE EXPENSE.

Subject to the provisions of Section 5, the Grantee shall bear the entire cost and expense incurred in connection with the construction, maintenance, repair and renewal and any and all modification, improvement, revision, expansion, relocation, removal or reconstruction of the Facilities, including any expense which may be incurred by the Grantor in connection therewith except (a) the cost for repair, replacement, or reconstruction incurred by Grantee as a result of the negligence of Grantor, or (b) as provided in the last sentence of Section 5.

Section 7. INTERFERENCE.

In the operation and maintenance of the Facilities the Grantee shall take all precautions required to prevent any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Grantor or its existing tenants, including but not limited to the operation of any existing signal, communication lines or other installations or facilities of the Grantor or its existing tenants; and if, at any time, the operation or maintenance of the Facilities

results in any electrostatic effects which causes interference with the operation of the signal, communication lines, or other installations or facilities, as such facilities now exist, Grantee shall, at the sole expense of the Grantee, immediately take such reasonable action as may be necessary to eliminate such interference.

Section 8. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on the Grantor's property. Excepting only emergencies, Grantee shall contact Grantor to determine if fiber optic cable is buried prior to any excavation by the Grantee. If Grantor informs Grantee that it is, Grantee will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Grantor's premises. In addition to other indemnity provisions in this Agreement, Grantee shall indemnify, defend and hold harmless the Grantor from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Grantee's failure to comply with the provisions of this paragraph, such as damage to or destruction of the fiber optic cable system or injury to or death of any person employed by or on behalf of any fiber optic cable company whose system is buried on Grantor's property.

Section 9. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

(a) The Grantee shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the insistence or request or on behalf of the Grantee excepting only those liens that may result from work required to cure negligent acts of Grantor.

(b) The Grantee shall not permit any taxes, charges and assessments to be levied upon Grantor or Grantor's property with respect to, or on account of, the Facilities.

(c) Grantee will not permit encumbrances of Easement or Facilities save and except blanket encumbrances given to secure the indebtedness evidenced by bonds or other debt instruments issued by Grantee.

Section 10. RESTORATION OF GRANTOR'S PROPERTY.

If the Grantee, in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Facilities, or in the performance of any work contemplated by this Easement or by the failure to do or perform anything for which the Grantee is responsible under the provisions of this Easement, shall injure, damage or destroy any property of the Grantor or of any other person lawfully occupying or using the property of the Grantor, such property shall be replaced or repaired by the Grantee, to the reasonable satisfaction of the Grantor, at the Grantee's own expense, or by the Grantor, pursuant to the default provisions set forth in Section 13, at the expense of the Grantee.

Section 11. INDEMNITY.

(a) Grantee agrees to indemnify, defend and hold harmless the Grantor from any and all loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement by or on behalf of Grantee, including the construction, maintenance, repair, renewal, modification, reconstruction, relocation, or removal of the Facilities or any part thereof;

2. The presence, operation, or use of the Facilities or products conducted through or escaping there from; or
3. Grantee's breach of this Agreement,

except to the extent that the loss is caused by the negligence of the Grantor.

(b) Spring Mountain agrees to indemnify, defend and hold harmless the Grantor from any and all loss which is due to or arises from:

1. The prosecution of any work contemplated by this Agreement by or on behalf of Spring Mountain, including the Initial Construction Work; or
2. Spring Mountain's breach of this Agreement,

except to the extent that the loss is caused by the negligence of the Grantor.

Section 12. REMOVAL OF FACILITIES UPON ABANDONMENT.

If the Grantee should abandon the Easement, Grantee shall, at Grantee's sole expense, remove the Facilities from the lands of Grantor and shall restore such lands to as good a condition as they were before the construction of the Facilities, provided, however, any portion of the Facilities which is located, underneath Grantor's roadbed and track or tracks shall be abandoned in place. If the Grantee fails to do the foregoing, the Grantor may do such work of removal and restoration at the cost and expense of the Grantee. In the event of the removal by the Grantor of the property of the Grantee and of the restoration of the roadbed and lands as herein provided, the Grantor shall in no manner be liable to the Grantee for any damage sustained by the Grantee for or on account thereof, such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Grantor may have against the Grantee.

Section 13. REMEDIES FOR ABANDONMENT OR BREACH.

(a) If the Grantee abandons the rights herein granted, the Grantor may, at its option, forthwith immediately terminate this Easement. Grantee shall relinquish any claims to title of said property upon abandonment of the rights herein granted.

(b) If the Grantee shall fail, refuse or neglect to perform and abide by the covenants in the Easement, the Grantor may file a notice of default. Grantee shall be responsible to either cure the default or notify Grantor within a reasonable time of such reasons as there may be why the condition is not in default. Notice of default may be served personally upon the Grantee or by mailing to the last known address of the Grantee.

(c) The Grantee agrees that abandonment or termination of the Easement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to such abandonment or termination.

Section 14. WAIVER OF BREACH.

The waiver by any party to this Agreement of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the other party shall in no way impair the right of the waiving party to avail itself of any subsequent breach thereof.

Section 15. OTHER RAILROADS.

All protective and indemnifying covenants of this Easement shall inure to the benefit of the Grantor and any other railroad company lawfully using the Grantor's property or facilities as a common carrier.

Section 16. SUCCESSOR AND ASSIGNS.

This Easement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns, provided, however, that Grantee shall not assign this Agreement without the prior written consent of the Grantor, and no such assignment shall be effective without Grantor's consent.

Section 17. SAFETY MEASURES.

It is understood and recognized that safety and continuity of the Grantor's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, the Grantee shall require all its work be performed in a safe manner and in conformity with the following standards:

(a). Definitions. All references to the Grantee shall include Grantee and its respective contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (other than with respect to insurance requirements); and all references to work of the Grantee shall include work both within and adjacent to the Grantor's property.

(b). Compliance With Laws. The Grantee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work, including but not limited to compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49 CFR Part 214, Subpart C, Roadway Worker Protection. The Grantee is responsible for the training of their employees under 49 CFR Part 214. The Grantee shall use only such methods as are consistent with safety, both as concerns the Grantee, the Grantee's agents and employees, the officers, agents, employees and property of the Grantor and the public in general. The Grantee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations.

(c). Supervision. The Grantee, at its own expense, shall adequately police and supervise all work to be performed by the Grantee, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Grantor may be responsible, or to property of the Grantor. The responsibility of the Grantee for safe conduct and adequate policing and supervision of its work shall not be lessened or otherwise affected by the Grantor's approval of plans and specifications, or by the Grantor's collaboration in performance of any work, or by the presence at the work site of the Grantor's representatives, or by compliance by the Grantee with any requests or recommendations

made by such representatives. If a representative of the Grantor is assigned to the job site, the Grantee will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Grantor's property and operations.

(d). **Removal of Debris.** The Grantee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Grantor; and any such material and debris shall be promptly removed from the Grantor's property by the Grantee at the Grantee's own expense or by the Grantor at the expense of the Grantee.

(e). **Explosives.** The Grantee shall not discharge any explosives on or in the vicinity of the Grantor's property.

(f). **Excavation.** The Grantee shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Grantor. The Grantee shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Grantor's tracks or facilities. The Grantee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Grantee in connection with construction, maintenance or other work.

(g). **Drainage.** The Grantee, at the Grantee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial), so that said waters may not, because of any facilities or work of the Grantee, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Grantor or any part thereof, or property of others. The Grantee shall not obstruct or interfere with existing ditches or drainage facilities.

(h). **Safety-Premises.** The Grantee shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job. The Grantee shall have proper first aid supplies available on the job site so that prompt first aid services can be provided to any person that may be injured on the job site. The Grantee shall have a non-delegable duty to control its employees, while they are on the job site or any other property of the Grantor to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage or illegally obtained drug, narcotic or other substance. The Grantee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations. All work performed by the Grantee that could be considered track work must meet the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards at 49 CFR Part 213.

(i). **Safety-Personal.** Grantee must assure that all its employees comply with the following safety procedures when working around any railroad track: (i) always be on the alert for moving equipment and always expect movement on any track, any time, in either direction; (ii) do not step or walk on the top of the rail, frog, switches, guard rails, or other track components; (iii) in passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between oneself and the end of the equipment and do not go between pieces of equipment if the opening is less than one car length (50 feet); (iv) avoid walking or standing on a track; (v) before stepping over or crossing tracks, look in both directions first; and (vi) do not sit on, lie under, or cross between cars, except as required in the performance of duties and then only when

track and equipment have been protected against movement. The Grantee shall ensure that employees of the Grantee shall be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing or free use of their hands or feet. Only waist length shirts with sleeves and trousers that cover the entire leg are to be worn. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching. The employees should wear sturdy and protective footwear. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes or other shoes that have thin soles or heels that are higher than normal. In addition, the Grantee shall require its employees to wear personal protective equipment as specified by all applicable laws rules, regulations or Grantor officials overlooking the work at the job site. In particular, the protective equipment to be worn shall be:

1. Protective head gear that meets American National Standard-Z89.1-latest revision. It is suggested that all hardhats be affixed with Grantee's or contractor's or subcontractor's company logo or name.
2. Eye protection that meets American National Standard for occupational and educational eye and face protection, Z87.1-latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, burning, etc.; and
3. Hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site.

(j). **Equipment and Safety-Devices.** It is the responsibility of the Grantee to ensure that all equipment used by or on behalf of Grantee is in a safe condition to operate. In addition, Grantee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device, and operators instructed in how to use them. All equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead power lines. All heavy equipment provided or leased by the Grantee shall be equipped with audible back-up warning devices. If in the opinion of the Grantor any of Grantee's or any of its subcontractor's equipment is unsafe for use on the Grantor's right-of-way, the Grantee, at the request of the Grantor, shall remove such equipment from the Grantor's right-of-way.

Section 18. INSURANCE.

Grantee shall, at its sole cost and expense, procure and maintain during the course of the Easement and until all Easement work on Grantor's property has been completed and the Grantee has removed all equipment and materials from the Grantor's property and has cleaned and restored Grantor's property to Grantor's satisfaction, the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$1,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of

insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Napa Valley Wine Train Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$1,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Grantors ISO form CA 20 70 10 01 (or substitute form providing equivalent coverage) showing "Napa Valley Wine Train Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Workers Compensation and Employers Liability insurance. Coverage must include but not be limited to:

- Grantee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$1,000,000 each accident, \$1,000,000 disease policy limit \$1,000,000 each employee.

If Grantee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U.S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Grantor in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

D. Railroad Protective Liability Insurance. Grantee must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Grantor as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Grantor before the work may be commenced and until the original policy is forwarded to Grantor.

E. Umbrella or Excess Insurance. If Grantee utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. Pollution Liability Insurance. Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$3,000,000 per occurrence and an aggregate limit of \$3,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Grantee must furnish to Grantor evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

G. Other Requirements. All policy(ies) required above (except worker's compensation and employers liability) must include Grantor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Grantor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Grantor's negligence whether sole or partial, active or passive, and shall not be limited by Grantee's liability under the indemnity provisions of this Agreement.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

I. Grantee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Grantor and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the work, Grantee shall furnish Grantor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Grantor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

L. The fact that insurance is obtained by Grantee or by Grantor on behalf of Grantee will not be deemed to release or diminish the liability of Grantee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Grantor from Grantee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT "C"
CONSTRUCTION PLAN

Those certain Crinella Pump Station Force Main civil improvement plans prepared by Cunningham Engineering and approved by the City of St. Helena Department of Public Works.

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**Report to the City Council
Council Meeting of July 12, 2016**

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving a Professional Services Agreement with ProMaintenance Janitorial Service in the amount of \$215,064 to provide janitorial services to City facilities for three years

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: Noah Housh, Acting City Manager/Planning and Community Improvement Director

NH

BACKGROUND

Since October 2012, the City has contracted with Frank's Janitorial to provide janitorial services. The City's agreement with Frank's Janitorial will end in July 2016.

DISCUSSION

With the end of the contract with Frank's Janitorial, City Staff thought it was an opportune time to evaluate janitorial services and reach out to additional janitorial service companies. A Request for Proposals (RFP) was released on May 6, 2016. The RFP included the following service requirements:

	Building	Aprox. Sq Ft	Day of Week/Month	# of Days
1	Library	14,445	M-W-F	3
2	Library Bathrooms		Su-M-T-W-Th-F-Sa	7
3	City Hall	11,411	T/F W-Trash & RR	3
4	Police Department		M-W-F	3
5	Carnegie Building	6,327	M-W-F	3
6	Fire Hall	15,463	T/TH	2
7	Teen Center	3,180	T/TH	2
8	Corp yard	2,100	T/TH	2
9	Scout Hall	2,900	T/TH	2

10	Head Start	1,550	T/TH	2
11	Waste Water TP	750	Bi-Monthly, W	2

OPTIONAL SERVICES

Building	Carpet Cleaning	Deep Clean
Library	JAN & JUNE	JAN & JUNE
City Hall	JAN & JUNE	JAN & JUNE
Police Department	JAN & JUNE	JAN & JUNE
Carnegie Building	JAN & JUNE	JAN & JUNE
Fire Hall	OCT & MAR	OCT & MAR
Head Start	MAY & NOV	MAY & NOV

Typical cleaning includes trash removal, vacuuming, dusting, and stocking supplies as outlined in Exhibit A to the Professional Services Agreement. "Deep Clean" is an enhanced cleaning that involves moving furniture to vacuum, cleaning windows, scrubbing restrooms, and cleaning table and desktops.

The RFP was posted on the City website, posted as a public bid notification on the BluePrint Express website, and Staff invited four companies to bid. Staff held a mandatory bidder's meetings on May 19, 2016 and June 7, 2016. Three companies attended the meetings and two submitted proposals by the June 13, 2016 4:00 p.m. dead line.

The City received the following proposals, which include the Optional Services:

<u>COMPANY</u>	<u>PROPOSAL AMOUNT</u>
Five Star Cleaning Service	\$94,000 per year
ProMaintenance Janitorial Services	\$71,688 per year
Jani Crew of Marin	Proposal was incomplete
Frank's Janitorial	Bidder did not attend Mandatory pre-bid meeting

Staff reviewed the proposals and determined that the proposal from ProMaintenance Janitorial Service met the requirements of the RFP, and was the lowest cost proposal.

The term of the Professional Services Agreement will extend from July 1, 2016 to July 1, 2019, for an annual amount of \$71,688, and not to exceed a total of \$215,064 over the three years.

FISCAL IMPACT

The cost for this Professional Services Agreement for janitorial services of \$71,688 per year is within the Fiscal Year 2016/2017 budget of \$72,370 for janitorial services under

the "other contract services." Adequate funding will need to be budgeted in future years to fund the \$71,688 per year cost.

RECOMMENDED ACTION

Adopt attached resolution authorizing the City Manager to execute a Professional Services Agreement with ProMaintenance Janitorial Service in the amount of \$215,064 for providing janitorial services to City facilities for three years.

ATTACHMENTS

1. Resolution
2. Professional Services Agreement

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

**APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
PROMAINTENACE JANITORIAL SERVICE IN THE AMOUNT OF \$215,064.00 TO
PROVIDE JANITORIAL SERVICES TO CITY FACILITIES FOR THREE YEARS**

RECITALS

- A. Since October 2012, the City has contracted with Frank's Janitorial to provide janitorial services and that agreement will end in July 2016; and
- B. The City of St. Helena on May 6, 2016, released a Request for Proposal to receive bids for janitorial services; and
- C. Two mandatory pre-bid meetings were held on May 19, 2016 and June 7, 2016; and
- D. Two bids were received and evaluated by City staff, and found to be responsive and submitted by responsible bidders whose bids or proposals fulfil the purpose intended according to the criteria designated in the solicitation; and
- E. The lowest responsive and responsible bidder to provide the City's janitorial services was ProMaintenance Janitorial Service in the amount of \$215,064.00; and
- F. The Contract period shall extend from July 13, 2016 to July 13, 2019.

RESOLUTION

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

- 1. The City Manager is authorized to execute the Professional Services Agreement with ProMaintenance Janitorial Service in the amount of \$215,064.00 for janitorial services to City facilities.

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

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as providing janitorial Services to City facilities.

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

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

SECTION 1 – BASIC SERVICES

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

SECTION 2 – ADDITIONAL SERVICES

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

SECTION 3 – TIME FOR COMPLETION

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in **Exhibit B, “Compensation”**, attached hereto and made a part hereof. Total compensation shall not exceed \$215,064.00, unless additional compensation is approved in accordance with Section 2.

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

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

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

SECTION 5 – STANDARD OF PERFORMANCE

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

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

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

SECTION 7 – INSURANCE REQUIRED

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

- A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
 - 2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
 - 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- B. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

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

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

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

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

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

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

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

H. Verification of Coverage. Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on forms that conform to City requirements. All

certificates and endorsements are to be received and approved by the City before services commence. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SECTION 8 – INDEMNIFICATION

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

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

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

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

SECTION 9 – INDEPENDENT CONTRACTOR STATUS

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

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

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

SECTION 10 – CONFLICTS OF INTEREST

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

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

SECTION 11 – OWNERSHIP OF DOCUMENTS

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

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

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or Work Product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or

Work Product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

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

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

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

SECTION 13 – SUSPENSION OF SERVICES

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

SECTION 14 – COMPLIANCE WITH LAW

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

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

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

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

advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

SECTION 16 – RECORDS

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

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

SECTION 17 – COOPERATION BY CITY

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

SECTION 18 – NOTICES

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

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

To Consultant: Jim Hosp
ProMaintenance Janitorial
741 Jacob Court
Napa, CA 94558
(707) 257-0912

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

SECTION 19 – TERMINATION

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

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

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

SECTION 20 – ATTORNEY FEES

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

SECTION 21 – ENTIRE AGREEMENT

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

SECTION 22 – SUCCESSORS AND ASSIGNS

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

SECTION 23 – CONTINUITY OF PERSONNEL

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

SECTION 24 – DEFAULT

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

SECTION 25 – WAIVER

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

SECTION 26 – LAW TO GOVERN; VENUE

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

SECTION 27 – SEVERABILITY

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

SECTION 28 – SPECIAL PROVISIONS

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

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

Consultant:

City:

By: _____

By: _____

Name: _____

Name: Jennifer Phillips

Title: _____

Title: City Manager

Approved as to Form:

By: _____

Name: Thomas B. Brown

Title: City Attorney

EXHIBIT A **SCOPE OF SERVICES**

	Building	Aprox. Sq Ft	Day of Week/Month	# of Days
1	Library	14,445	M-W-F	3
2	Library Bathrooms		Su-M-T-W-Th-F-Sa	7
3	City Hall	11,411	T/F W-Trash & RR	3
4	Police Department		M-W-F	3
5	Carnegie Building	6,327	M-W-F	3
6	Fire Hall	15,463	T/TH	2
7	Teen Center	3,180	T/TH	2
8	Corp yard	2,100	T/TH	2
9	Scout Hall	2,900	T/TH	2
10	Head Start	1,550	T/TH	2
11	Waste Water TP	750	Bi-Monthly, W	2

Building	Carpet Cleaning	Deep Clean
Library	JAN & JUNE	JAN & JUNE
City Hall	JAN & JUNE	JAN & JUNE
Police Department	JAN & JUNE	JAN & JUNE
Carnegie Building	JAN & JUNE	JAN & JUNE
Fire Hall	OCT & MAR	OCT & MAR
Head Start	MAY & NOV	MAY & NOV

Services to be Performed Inside Buildings:

1. All restrooms, offices, staff break rooms, dining areas, gyms and common areas must be cleaned each contracted day. Daily clean and mop all tile and vacuum carpeted floors.

2. Typical cleaning will include:

- Empty trash and replace liners.
- Empty recycling and place in proper containers.
- Clean and sanitize all restrooms and stock supplies.
- Dust all open areas and tops of furniture, chairs, and picture frames.
- Dust all baseboards.
- Remove all cobwebs.
- Clean kitchen counters and sinks tops of appliances, back splashes, fronts of cabinets, tables and chairs.
- Sweep and mop all floors.
- Vacuum carpets and all mats.
- Clean around window sills, outside entrances and glass doors.

3. ProMaintenance will notify Public Works Manager of any issues that arise such as; safety and maintenance issues, burnt out lighting, electrical and plumbing issues, and problems with equipment .
4. ProMaintenance will notify Public Works Manager when supplies (paper products and trash liners) are needed.
5. ProMaintenance will maintain a Sign-in sign out log. To be submitted monthly with invoicing
6. This Scope of Services is on annual basis, and the term will run from July 1, 2016 to July 1, 2019.

EXHIBIT B COMPENSATION

Typical Cleaning

Building	Cost (per month)
Library	\$ 1,300.00
Library Bathrooms	\$ 300.00
City Hall	\$ 1,100.00
Police Department	
Carnegie Building	\$ 600.00
Fire Hall	\$ 700.00
Teen Center	\$ 300.00
Corporation Yard	\$ 210.00
Scout Hall	\$ 290.00
Head Start	\$ 150.00
Waste Water Treatment Plant	\$ 50.00
Total Cost Per Month	\$ 5,000.00
Total Annual Cost	\$60,000.00

Optional Services

Building	Carpet Cleaning	Deep Clean	Cost
Library	JAN & JUNE	JAN & JUNE	\$2,850.00
City Hall	JAN & JUNE	JAN & JUNE	\$2,303.00
Police Department	JAN & JUNE	JAN & JUNE	\$1,350.00
Carnegie Building	JAN & JUNE	JAN & JUNE	\$1,515.00
Fire Hall	OCT & MAR	OCT & MAR	\$3,033.00
Head Start	MAY & NOV	MAY & NOV	\$637.00
Total Annual Cost of Optional Services			\$11,688.00

Total Annual Cost All Services - \$71,688.00
Total Three Year Cost All Services - \$215,064.00



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

Agenda Section: Consent

Subject: Consideration and proposed approval of a resolution approving contract Amendment #2 with Municipal Resource Group to provide professional planning services for an additional amount of \$190,000, for a total contract amount not to exceed \$321,500

CEQA Status: Not a project

Prepared By: April Mitts, Finance Director

Noah Housh, Planning and Community Improvement Director

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director

NH

BACKGROUND

The City has the need for limited and "as needed" professional services to assist with the preparation, review and processing of specific planning projects, including the General Plan. In response to this need, the City entered into a contract with Municipal Resource Group (MRG) for an amount totaling \$64,000 in June 2014 via Resolution No. 2014-67, to satisfy this need. This original contract was extended in November 2014 via Resolution No. 2014-87, for an amount not to exceed \$91,500, and extended again in July 2015 via Resolution No. 2015-73, for an amount not to exceed \$131,500 – Amendment No. 1.

DISCUSSION

The ongoing services provided by MRG continue to meet the needs of the City. Contract Amendment No. 1 executed in July 2015 with MRG was for a total not to exceed \$131,500. As of May 2016, the contract amount of \$131,500 has been expended to cover the contract work of Victor Carniglia. Due to the continued need for planning services (primarily related to General Plan adoption) and the excellent performance by MGR staff, the department is recommending an additional contract extension of \$190,000 to finalize the Draft General Plan, the General Plan Environmental Impact Report, and assist with other ongoing development projects. The amended total contract amount with MRG is not to exceed \$321,500.

FISCAL IMPACT

Due to the nature of the work anticipated to be undertaken by MRG, a majority of the agreement amount have been appropriated from the Planning Department General Plan budget while other portions are expected to come from individual project deposit accounts.

Account #101-4500-2145 currently has an available balance to cover expenses through FY 2015/16.

Account #101-4500-2145 has the funding available for the requested contract extension for both FY 2015/16 and FY 2016/17 budgets.

RECOMMENDED ACTION

Approve a resolution approving Amendment No. 2 with Municipal Resource Group for an additional \$190,000, for a total contract amount not to exceed \$321,500 and authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment A - Resolution No. 2016-____ Authorizing Amendment No. 2 for Professional Services with Municipal Resource Group

Attachment B - Amendment No. 2 to Agreement for Consultant Services with Municipal Resource Group

CITY OF ST. HELENA
RESOLUTION NO. 2016-____

**RESOLUTION OF THE COUNCIL OF THE CITY OF ST. HELENA AUTHORIZING AN
AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL SERVICES WITH
MUNICIPAL RESOURCES GROUP**

RECITALS

- A. The City desires to employ Consultant to furnish professional services on a limited and "as needed" basis in connection with the General Plan and other planning related projects.
- B. Municipal Resources Group has represented that they have the required experience, expertise and qualifications to perform the required duties.
- C. The parties entered into an Agreement for consulting services on June 6, 2014 not to exceed \$34,000.
- D. Per Resolution 2014-67 this agreement was first amended on October 14, 2014 to provide additional services for a total amount not to exceed \$64,000.
- E. Per Resolution 2014-87 the agreement was again amended on November 25, 2014 to provide additional services to not exceed \$91,500 due to an unsuccessful August 2014 recruitment for a Planning and Community Improvement Director.
- F. Per Resolution 2015-73 the agreement was again amended on July 14, 2015 to provide additional services to not exceed \$131,500.

RESOLUTION

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

1. The City Council approves the fourth amendment and contract extension with Municipal Resource Group for an additional \$190,000, and for a total contract amount not to exceed \$321,500, and
2. The City 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 July 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

**AMENDMENT NO. 2 TO
AGREEMENT FOR CONSULTANT SERVICES WITH MUNICIPAL RESOURCE
GROUP**

THIS Amendment No. 2 to Municipal Resource Group, made and entered into on July 12, 2016 by and between the City of St. Helena, located in the County of Napa, State of California (City), and Municipal Resource Group (Consultant).

RECITALS:

- A. The parties entered into an Agreement for consulting services on November 25, 2014 for a total contract amount not to exceed \$91,500.
- B. The parties amended this Agreement on July 14, 2015 through Resolution No. 2015-73 to increase the maximum amount of the agreement to \$131,500, and make minor modifications to the scope of services – Amendment No. 1.
- C. The parties wish to continue consulting services and amend this Agreement to increase the maximum amount of the Agreement to \$321,500 – Amendment No. 2.

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

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Proposal to Provide Consulting Services", attached hereto and made a part hereof. Total compensation shall not exceed \$321,500 unless additional compensation is approved in accordance with Section 2 of the original agreement.

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: Mike Oliver
Name: MIKE OLIVER
Title: President.

By: _____
Name: Jennifer Phillips
Title: City Manager

Approved as to form:

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



Municipal Resource Group Rate Sheet

CITY OF ST. HELENA PLANNING SERVICES ASSISTANCE

Rates for Victor Carniglia

City of St. Helena funded work:	\$95.00 per hour
City of St. Helena reimbursable work:	\$110.00 per hour

Victor Carniglia– Planning Services

Victor Carniglia brings to the Municipal Resources Group a wide range of planning skills and experience, having worked as a planner at the municipal level in a variety of positions and locales. During his 30 plus-year career, Victor has had the opportunity to work on virtually every facet of the planning profession, from leading a number of comprehensive General Plan updates, to serving in the planning “trenches” during the various development “booms” that have swept over California in the past decades.



In addition to his wide range of technical skills, which includes relevant education and experience in fields key to successful planning, including civil engineering, landscape architecture, land use law, and environmental regulations, Victor’s focus on identifying and creatively exploring all feasible options and possibilities to ensure a successful project outcome is what sets him apart from other planners with a similar background and career tenure.

Victor began his planning career upon graduating with a Bachelor’s degree in Environmental Planning and Management from the University of California, Davis in 1973, at which time he was hired as a planner by the Bechtel Corporation to assist in designing a new town proposed in the Middle East. After working for Bechtel, Victor was presented in 1975 with an opportunity to join the Peace Corps and travel to central Venezuela to fill a challenging position in a mid-sized city by the name of Acarigua. In Venezuela, Victor worked for two years preparing plans and drafting sewer and water infrastructure systems. Upon returning to the United States, Victor was hired by the City of Santa Rosa as an Assistant Planner. His work in Santa Rosa was followed in 1980 by a position with the City of Irvine, where Victor worked as both an Associate and Senior Planner.

Wishing to return to Northern California, Victor was offered a position by the City of Antioch as a Senior Planner in 1985. He accepted that position and was subsequently promoted to Deputy Director of Community Development for that City. In Antioch, Victor found a long-term professional “home,” where he served a long and satisfying career lasting just short of 25 years, retiring from the City of Antioch in 2009. After retirement, Victor worked part time for Antioch on a number of special projects from 2009 to 2012. In 2012 Victor joined Municipal Resource Group.



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

Agenda Section: Public Hearing

Subject: Consideration and proposed approval of a resolution approving the issuance of revenue bonds by the California Statewide Communities Development Authority ("CSCDA") for the purpose of financing the improvement of certain educational facilities located in St. Helena, California for the benefit of the Culinary Institute of America ("Borrower")

CEQA Status: Not a CEQA project

Prepared By: April Mitts, Finance Director

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director *NH*

BACKGROUND

The Culinary Institute of America ("Borrower") has requested that CSCDA serve as the issuer of the Bonds in an aggregate principal amount not to exceed \$40,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance the Greystone Campus in St. Helena and the COPIA facilities in the City of Napa. The City of Napa will be conducting its own TEFRA hearing for the COPIA portion of the financing.

Greystone Campus Improvements (the "Project"):

Approximately \$14 million of the \$40 million in total bond funds will be used for the Greystone facility. Renovations will include the following:

- Third floor teaching kitchens which will optimize space utilization.
- New bakeshops will be built to occupy the south end of the third floor which will provide a much needed update of equipment as well as an increase in student capacity.
- A new Special Events kitchen will be created to better isolate and support the needs of Greystone's popular catering operations.
- The former restaurant space will be repurposed to provide a much needed solution to student dining which will become integrated into the curriculum.

- First floor renovations will include the consolidation of administrative and support activities to include the creation of a new, energy efficient, storeroom and support operations housed in newly excavated underground caves. Several of the support activities, such as custodial and engineering, that are currently housed on the first floor will be strategically relocated to the areas closer to where the staff and equipment is more regularly deployed to the back of the third floor areas.

In order for the Bonds to qualify as tax-exempt bonds, the City of St. Helena must conduct a public hearing (the "TEFRA Hearing") providing for the members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. In the local newspaper of general circulation within the City a notice that a public hearing regarding the Bonds was published on June 23, 2016 in the Napa Valley Register giving notice to the community and an opportunity to speak on the Project. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

DISCUSSION

CSCDA is a joint powers authority sponsored by the League of California Cities ("League") and the California State Association of Counties ("CSAC"). CSCDA was created by the League and CSAC in 1988 to enable local government and eligible private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth and improve the overall quality of life in local communities throughout California. CSCDA is comprised of more than 500 members, including the City of St. Helena. CSCDA has issued more than \$53 billion through 1,500 plus financings since 1988 and consistently ranks in the top 10 of more than 3,000 nationwide public issuers of tax-exempt debt, as measured by annual issuance amount.

The Joint Exercise of Powers Agreement provides that CSCDA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of CSCDA do not constitute debts, liabilities or obligations of the members executing such agreement.

The Bonds to be issued by CSCDA for the Project will be the sole responsibility of the Borrower, and the City will have no financial, legal, moral obligation, liability or responsibility for the Project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California, but are to be paid for solely from funds provided by the Borrower.

Participation by the City in CSCDA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

FISCAL IMPACT

None. The issuance of Bonds by the CSCDA will be through the Culinary Institute of America.

RECOMMENDED ACTION

It is recommended that the St. Helena City Council hold a public hearing under the requirements of TEFRA and the Internal Revenue Code of 1986, as amended (the "Code") and Adopt Resolution No. 2016-____, A Resolution of the City Council of the City of St. Helena approving the issuance of the Bonds by CSCDA for the benefit of the Culinary Institute of America, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500 (and following).

ATTACHMENTS

Attachment A – Resolution No. 2016-_____

CITY OF ST. HELENA

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA OF NAPA COUNTY APPROVING THE ISSUANCE OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY REVENUE BONDS (THE CULINARY INSTITUTE OF AMERICA PROJECT), SERIES 2016B IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$14,000,000 FOR THE PURPOSE OF FINANCING THE RENOVATION, IMPROVEMENT AND EQUIPPING OF AN EDUCATIONAL FACILITY AND CERTAIN OTHER MATTERS RELATING THERETO

RECITALS

WHEREAS, The Culinary Institute of America, a New York nonprofit corporation (the "Corporation"), has requested that the California Statewide Communities Development Authority (the "Authority") participate in the issuance of one or more series of revenue bonds in an aggregate principal amount not to exceed \$14,000,000 (the "Bonds") for the construction, renovation, improvement and equipping of an approximately 102,710 square foot building that serves as the main building of a culinary educational facility located at 2555 Main Street, St. Helena, California (the "Facilities") to be owned and operated by the Corporation (the "Project") and located within the City of St. Helena of Napa County (the "City"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986 (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Facilities are located within the territorial limits of the City; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is one of the applicable elected representatives required to approve the issuance of the Bonds under Section 147(f) of the Code; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority for the purposes of financing the Project in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 9 of the Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies, including the City;

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority;

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of St. Helena as follows:

Section 1. The City Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the City Council that this resolution constitute approval of the issuance of the Bonds by the Authority and of the financing of the Project, for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of the issuer of the Bonds and the governmental unit having jurisdiction over the area in which the Facilities are located, in accordance with said Section 147(f) and (b) Section 9 of the Agreement.

Section 2. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 3. This resolution shall take effect immediately upon its adoption.

Approved at a Regular Meeting of the St. Helena City Council on July 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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Report to the City Council
Council Meeting of July 12, 2016

Agenda Section: Public Hearing

Subject: Consideration and proposed approval of a resolution authorizing City Manager or Designee to Submit an Application in the Amount of \$300,000 for the 2016 Notice of Funding Availability for the State Community Development Block Grant (CDBG) for an Owner-Occupied Housing Rehabilitation Assistance Program Including the Approval of Program Guidelines

CEQA Status: Not a CEQA project

Prepared By: Tracey Perkosky, Grants and Finance Manager

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director

NJA

BACKGROUND

The California Department of Housing and Community Development (HCD) has announced funding availability for the 2016 Community Development Block Grant (CDBG) Program. Applications are due by July 27, 2016 and are required to be authorized by City Council resolution. Awards will be announced in October 2016.

The CDBG grant requires at least one public meeting to solicit community feedback on the proposed application. CDBG funds can be expended on a range of projects including the creation of an owner-occupied housing rehabilitation program for low and moderate homeowners. Other potential projects include loans or grants for assisting businesses or developers, public improvements such as sidewalks and Americans with Disabilities Act (ADA) ramps or in support of new housing, or construction/rehabilitation of buildings and grounds for public purposes. This will be a primary source of grant fund applications next year and beyond for ADA improvements once the transition plan is completed.

DISCUSSION

Staff, in conjunction with the Housing Authority of the City of Napa (HACN), held a public meeting on June 23, 2016 at the Club House at Vineyard Valley Mobile Home Park to discuss the proposed project. Over 20 members of the public attended and

were supportive of the proposed program. In addition, staff received two emails expressing support. No communication was received, either written or in person, expressing opposition to the proposed program.

The proposed owner-occupied housing rehabilitation program will provide 0% loans, with a 30-year deferred payment schedule to help low and moderate income individuals make needed repairs to their home to insure sanitary conditions, safety and code compliance. Limited grants may be available for emergency or ADA repairs based on eligibility criteria. The program will be run and managed by HACN, with which the City has had a long-standing partnership and agreement to provide housing-related services. The maximum amount for the 0% loan is \$60,000 for a Single Family Home and \$30,000 for Mobile or Manufactured Homes. Annual income limits also apply which are listed in the program guidelines.

Common items funded by the loans include repair or replacement of hot water heaters, septic tanks, sewer lines, roofs, windows, ADA improvements, bathroom repair from dry rot, and seismic bracing for mobile or manufactured homes.

HACN will be responsible for marketing the program, determining applicant eligibility, and assisting with the contractor selection and final approval of the work. The full program guidelines are included in this report. The City and HACN are proposing to use the State of California's guidelines, which is attached as Exhibit "A" to the resolution. These are also the guidelines used by other cities in Napa County, whose successful programs are also managed by the HACN. The City will process the payments to the contractors, file the required reports and submit reimbursement requests.

The proposed grant application is for \$300,000. Depending on the emergency grant and loans requested, it is anticipated between 15-20 low and moderate income homeowners will benefit. If there is tremendous need in within City-limits, then the City can apply for additional grant funding through CDBG or the similar program HOME Investment Partnership Program.

FISCAL IMPACT

If awarded, this grant will require staff time for grant administration costs which will be reimbursed through the grant up to \$6,900.

RECOMMENDED ACTION

It is recommended that the City approve the attached resolution to authorize the City Manager or designee to submit an application to the 2016 Community Development Block Grant for an Owner-Occupied Housing Rehabilitation Assistance Program and approve the Program Design and Process Guidelines.

ATTACHMENTS

1. Resolution Approving an Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the 2016 Funding Year of the State Community Development Block Grant (CDBG) Program including the Approval of the Owner-Occupied Housing Rehabilitation Assistance Program Guidelines

CITY OF ST. HELENA

RESOLUTION No. 2016-_____

**Resolution Approving an Application for Funding and
the Execution of a Grant Agreement and Any
Amendments Thereto from the 2016 Funding Year of the
State Community Development Block Grant (CDBG)
Program including the Approval of the Owner-Occupied
Housing Rehabilitation Assistance Program Guidelines**

RECITALS

- A. The City of St. Helena has reviewed and hereby approves an application for up to \$300,000 for the following activities:
 - a. Housing Rehabilitation Program – Single Unit Residential \$300,000; and
- B. The City of St. Helena has determined that state and federal participation requirements were met during the development of this application; and
- C. The City of St. Helena hereby authorizes and directs the City Manager, or designee, to sign this application and act on the City's behalf in all matters pertaining to this application; and
- D. The City of St. Helena will operate the program under the requirements in the Owner-Occupied Housing Rehabilitation Assistance Program Guidelines attached as Exhibit "A".

RESOLUTION

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

- 1. Approves the application of \$300,000 grant for a Housing Rehabilitation Program through CDBG using the attached Owner-Occupied Housing Rehabilitation Assistance Program Guidelines (Exhibit "A"); and
- 2. Authorizes the City Manager or designee to enter into and sign the grant agreement, any subsequent amendments with the State of California, Funds Requests forms and all other required reporting forms for the purposes of this grant.

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

CITY OF ST. HELENA



OWNER-OCCUPIED HOUSING REHABILITATION ASSISTANCE PROGRAMS (HOME and CDBG)

PROGRAM DESIGN AND PROCESS



Adopted:

HCD Version 5.2016

CDBG Approved (date)
HOME Approved (date)

**CITY OF ST. HELENA
HOUSING REHABILITATION
PROGRAM GUIDELINES**

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**CITY OF ST. HELENA
HOUSING REHABILITATION
PROGRAM GUIDELINES**

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**CITY OF ST. HELENA
HOUSING REHABILITATION
PROGRAM GUIDELINES**

Adopted July 12, 2016

1.0. GENERAL

The above-named entity, hereinafter referred to as the "Sponsor", has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded housing rehabilitation programs. The rehabilitation program described herein and hereinafter referred to as the "Program" is designed to provide assistance to eligible homeowners for correction of health and safety items, as well as code violations, located within the Program's eligible area, as described in Section 3.0. The Program provides this assistance in the form of deferred payment loans used to finance the cost of necessary repairs that will provide the homeowner with a healthy, safe, sanitary and code compliant home, referred to herein as "housing unit". The Program will be administered by Housing Authority of the City of Napa, hereinafter referred to as the "Program Operator".

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation, be excluded, denied benefits or subjected to discrimination under the Program. The Sponsor will ensure that all persons, including those qualified individuals with handicaps have access to the Program.

A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. A Fair Housing Marketing Plan can be found as Attachment D. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The Program may sponsor homeownership education classes to help educate homeowners about credit, budgeting, predatory lending, foreclosure prevention and home maintenance, as well as future responsibilities.

B. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any

program receiving Federal funds. The Program Sponsor will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

A. Waiting List/Homeowner Contact

The Sponsor will utilize a waiting list. In response to a homeowner's request, the homeowner is placed on the waiting list. Homeowners are offered the opportunity to qualify for assistance by waiting list priority (a first-come, first served basis).

The Program Operator will contact homeowners by mail and/or by telephone to advise of funding availability. The homeowner has 30 days to complete and return the loan application and supporting documentation. Should a homeowner fail to respond to the initial contact for assistance or to provide any of the required documentation within the 30-day period, the homeowner's name will be removed from the waiting list. If the homeowner desires assistance at a later time, he/she will be placed on the waiting list at that time.

Should the waiting list be exhausted, the Program will be marketed in accordance with the Sponsor's Marketing Plan. **See Attachment D.**

B. Application/Interview

An application packet is provided to the homeowner for completion and submittal to the Program Operator, along with supporting documentation. An interview is scheduled with the applicant. The Program is fully explained; application forms and documentation are reviewed. Verifications are obtained for income, assets, employment, benefits, and mortgage. Title report and appraisals are also obtained.

If the Program Operator encounters material discrepancies and/or misrepresentations, and/or there are income, asset, household composition, or other important questions that can't be resolved, the Sponsor reserves the right to deny assistance to the household.

C. Household Selection

Households selected for participation in the Sponsor's Housing Rehabilitation Program are those determined eligible upon completion of processes described in A. and B. above.

D. Initial Inspection/Work Write-Up/Estimate

Prospective units are inspected by the Program Operator, a certified housing inspector, or a Sponsor representative to determine eligibility and acceptability of properties for participation in the Program.

If the home is a pre-1978 unit, the initial inspection will also include paint testing by a certified Lead-Based Paint (LBP) inspector/assessor or presumption of LBP. Code deficiencies will be corrected and if presumption is used or lead hazards are found they will be properly treated according to HUD regulations (Section 6.1.E & F) and cleared by a certified LBP inspector/assessor. **CDBG projects shall refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.**

Measurements and observations are noted about the property, including special conditions with potential cost consequences (dilapidated outbuildings, absence of curb and gutter when required by code, etc.). A floor plan and site plan, as needed, are drawn for the home and property, including all appurtenances.

Findings are noted on an inspection form, and later used by the Program Operator to prepare the work write-up. Estimated costs are determined by the Program Operator who has years of experience in the building industry, and in reviewing contractor bids and verifying cost with materials suppliers. The homeowner reviews the completed work write-up and cost estimate, and the approved write-up is incorporated into bid documents.

E. Bid Solicitation

A bid walk-through date and time are scheduled. The homeowner may choose to solicit his/her own bids or request that the Program Operator solicit bids on his/her behalf. Invitations to bid are mailed to all eligible contractors on file in efforts to obtain three reasonable bids. Bid results will be provided to participating contractors.

Contractors must be licensed and bonded by the State of California Contractors Licensing Board. Contractors must also provide Program Operator with evidence of Workers' Compensation Insurance and Comprehensive General Liability and Property Damage Insurance with Combined Single Limits of at least \$1,000,000.

Cost reasonableness is determined by comparing the bids received with the cost estimate prepared by the Program Operator. Bids should be within 10% of the Program Operator's cost estimate, otherwise an explanation must be provided to the file for any bid selected exceeding 10% of the estimate. The homeowner is encouraged to accept the lowest reasonable bid.

The Program Operator determines eligibility of the contractor by contacting the State Contractors License Board and checking the Federal List of Debarred Contractors. The contractor is also required to provide a self-certification stating that he/she is not on the Federal debarred list. Once determined eligible, the contractor is then notified of provisional award of bid (pending loan approval). Notices of non-award are mailed to participating contractors.

F. Loan Request/Approval

A report and loan request are prepared on behalf of the homeowner by the Program Operator and submitted to the Sponsor's City Manager for approval. The loan request includes the cost of construction, a contingency fund, and other project costs (listed in Section 6.3.). Note: For HOME, the project costs listed in Section 6.3 are considered activity delivery costs to be paid by the Sponsor and may not be charged to the homeowner's loan. Section 1.3 provides additional information on the loan approval process. Once approved, loan documents are executed and the loan is funded.

G. Pre-Construction Conference

A pre-construction conference is scheduled with homeowner, contractor, and Program Operator. The Program Operator reviews the Owner-Contractor Construction Contract, including the work write-up, start date, pay schedule, and date of completion, with the homeowner and contractor. The construction contract and Notice to Proceed are executed.

H. Start-Up/Field Inspections

The Program Operator monitors date of start-up and performs field inspections on a regular basis. The Program Operator will visit the job site regularly in order to check the scope of work, inspect materials, and to confirm the job is on schedule and within budget. The Program Operator works with the Sponsor's Building Inspector to ensure the work meets building codes, while not exceeding funding limits.

The Program Operator reviews the work status with the homeowner and with the contractor in order to remedy any developing problems quickly and to ensure that both are satisfied with the construction process. At the completion of each phase, the Program Operator inspects the work and the homeowner authorizes contractor payments.

The Program Operator will refer back to original plans and specifications to verify the work was completed as contracted.

I. Change Orders

Written change orders are required when the homeowner requests any changes in the write-up, such as eliminating an item completely, eliminating one item and substituting another, or adding items. The change order will state the change and dollar value for the change. The change order must be signed by both the contractor and the homeowner, and submitted to the Program Operator for approval. If the change order exceeds the approved financing, the homeowner will be asked to provide additional funds or a report and request for additional funds may be presented to the Sponsor for approval prior to Program Operator signing-off on the change order.

J. Progress Payments

Ninety percent (90%) of the contract amount is distributed to the contractor in the form of progress payments during construction. The final ten-percent (10%) of the contract amount is set aside as a retention payment. The contractor requests a progress payment from the homeowner and notifies the Program Operator that he/she has done so. Upon favorable inspection by the homeowner, Program Operator, and Sponsor or Sponsor's Building Inspector, the payment authorization is signed by the homeowner and submitted for payment.

K. Final Inspections/Notice of Completion/Final Payment

When the project is completed, the Program Operator inspects the work item by item with the homeowner, the contractor, and/or the Sponsor. The Sponsor's Building Inspector performs a final inspection. Any corrections or deficiencies are noted and corrected by the contractor. Upon favorable final inspections, a Notice of Completion is prepared, signed by the homeowner, and then recorded. The final ten-percent (10%) retention payment is released 35 days after the recording of the Notice of Completion.

1.3. LOAN PROCESS

The Sponsor's City Manager or his/her designee must approve all loans and grants. The Sponsor may approve assistance with CDBG financing exceeding 100 percent of after-rehabilitation value as needed in cases where no other financial resources are available to cover the cost of the repairs and where clear and convincing documentation exists, justifying why the exception is needed.

For HOME-funded loans, the total financing cannot be more than 100 percent of the after-rehabilitation value, unless per HOME Management Memorandum 13-01 at [http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo 13-01 re grants for OOR.doc](http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo%2013-01%20re%20grants%20for%20OOR.doc) the entire HOME assistance amount is granted rather than loaned, due to a lack of any equity after rehabilitation, based on existing loans on the property. In addition, the amount of HOME assistance, including Sponsor's claimed Activity Delivery Costs, cannot exceed the Sponsor's County maximum HOME Per Unit Subsidy Limit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>, and the after-rehabilitation value cannot exceed the HOME Maximum After-Rehabilitation Value. **See Attachment C for current limits.**

In order to obtain financing, applicants must meet all property and eligibility guidelines in effect at the time the application is considered. Homeowners will be provided written notification of approval or denial. Any reason for denial will be provided to the applicant in writing.

1.4. CONFLICT OF INTEREST REQUIREMENTS

When the Sponsor's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

(b) Persons covered. The conflict of interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.

(c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

2.0. APPLICANT QUALIFICATIONS

2.1. INCOME LIMITS

All homeowners must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when

determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD each year. **See Attachment C.**

The link to the official HCD-maintained income limits for HOME and CDBG Funded activities is: <http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html>, and for CalHome-funded activities: <http://www.hcd.ca.gov/hpd/hrc/rep/state/inc2k6.pdf>.

Household: means one or more persons who will occupy a housing unit. Unborn children do not count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.1.1 OWNER-OCCUPIED REQUIREMENTS

Owner-Occupant - to be eligible, household income must be equal to or less than the applicable HCD income limits. Owner will be required to provide income documentation. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. **See Attachment A for HOME and CDBG.** Refer to Asset Inclusions and Exclusions for further guidance to the types of assets to be included or excluded when calculating gross annual income. **See Attachment B.**

Owner-occupants housing and/or debt ratios are not considered, nor is a credit report required, as the funding provided creates no additional monthly financial obligation. If an owner-occupant has a mortgage, it is verified that all payments are current and that no late payments have been received in the past twelve months.

2.2. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria for HOME and CDBG, as shown in the most recent HCD program-specific guidance at <http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html>, will be followed to independently determine and certify the household's annual gross income. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period, and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income

that are not considered would be income of minors and of live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: HOME and CDBG 24 CFR Part 5 Annual Income Inclusions and Exclusions and Attachment A-1: CalHome Title 25 Section 6914 Annual Income inclusions and Exclusions (State)

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets is, however, recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. *(Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)*

An asset's cash value is the market value less reasonable expenses required to convert the asset to cash, including: Penalties or fees for converting financial holdings and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is:

http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAssetInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.3. HOMEOWNER ELIGIBILITY AND RESIDENCY REQUIREMENTS

The Sponsor's Housing Rehabilitation Program allows for owner-occupied properties to participate in the Program. Owner-occupied units must be the owner's principal place of residence. A photocopy of a recent utility bill will verify proof of occupancy. No unit to be rehabilitated will receive financial assistance if it is currently occupied by an over-income household or does not meet the eligibility standards outlined in these guidelines.

2.3.1 OWNER-OCCUPIED

- A. Continued residency is monitored annually per Attachment F for the term of the loan. Occupancy will be verified by the submission of the following:
1. Proof of occupancy in the form of a copy of a current utility bill; and
 2. Statement of unit's continued use as primary residence of the owner.

- B. In the event that an homeowner sells, transfers title, or discontinues residence in the rehabilitated property for any reason, the loan becomes due and payable, unless the following conditions are met:

The homeowner who received the loan dies and the heir to the property meets income requirements and intends to occupy the home as his/her principal residence. Upon approval of the Sponsor, the heir may be permitted to assume the loan at the rate and terms the heir qualifies for under current participation guidelines. If the heir does not meet applicable eligibility requirements, the loan is due and payable.

- C. If a homeowner converts the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.

3.0. PROPERTY ELIGIBILITY

3.1. CONDITIONS

- A. No unit will be eligible if a household's income exceeds the prescribed income limits listed in Attachment C.
- B. Units to be rehabilitated must be located within the areas of the Sponsor's jurisdiction.
- C. Property must contain a legal residential structure intended for continued residential occupancy.
- D. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components. Section 8 Housing Quality Standards may be required on rentals by Sponsor when CDBG funds are used.

3.2. ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Tenants will be informed of their eligibility for temporary relocation benefits if occupancy during rehabilitation constitutes a danger to health and safety of occupants or public danger or is otherwise undesirable because of the nature of the project. Relocated persons will receive increased housing costs, payment for moving and related expenses and appropriate advisory services, as detailed in the Sponsor's "Residential Anti-displacement and Relocation Assistance Plan" (**Attachment E**).

Owner-occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the Program Operator. In cases where relocation is determined to be necessary by the Sponsor/Program Operator, assistance may be provided for actual costs incurred from the applicant's loan proceeds or as a grant (see **Section 4.4. for allowable grants**). HOME-funded projects will provide relocation assistance in the form of a grant, which shall be included in the maximum assistance amount.

3.3. NOTIFICATION AND DISCLOSURES

- A. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as follows:

The Lead Hazard Information Pamphlet published by the EPA/HUD/Consumer Product Safety Commission will be given to all owners regardless of the cost of rehabilitation or paint test findings. If lead-based paint is found through testing or if presumed, a Notice of Lead Hazard Evaluation or Presumption will also be supplied. When Lead hazards are present, a Notice of Lead Hazard Reduction Activity and a Lead Hazard Evaluation Report will also be provided (**Attachment I**).

4.0. THE PROGRAM LOAN

4.1. MAXIMUM AMOUNT OF PROGRAM ASSISTANCE

The maximum loan amount available under the program is:

- \$60,000 for a stick-built single family home; or
- \$30,000 for a manufactured home

On a case-by-case basis, the City Manager may authorize an increase of up to \$10,000 above the maximum loan amount for a manufactured home if he/she determines that such funding is necessary to mitigate significant health and safety issues.

Additionally, total debt on the property (including the program loan) cannot exceed 100% of the after-rehab value of the property.

An eligible homeowner may qualify for the full cost of rehabilitation/reconstruction work needed to comply with State and local codes and ordinances. Maximum assistance shall not exceed the Sponsor's County maximum HOME Subsidy Limits Per Unit at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>. See Attachment C for current limits. For CDBG-funded programs the maximum assistance for rehabilitation/reconstruction will not exceed \$190,430.

4.2. AFFORDABILITY PARAMETERS FOR HOMEOWNERS

- A. Total indebtedness against property shall not exceed 100 percent of after-rehabilitation value as determined by "Estimates of value" or an appraisal, for CDBG or HOME projects. The exception for HOME loans is per HOME Management

Memorandum 13-01 at [http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo 13-01 re grants for OOR.doc](http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/mmemo/Memo%2013-01%20re%20grants%20for%20OOR.doc), wherein the entire HOME assistance amount is granted rather than loaned, due to a lack of any after-rehabilitation equity based on existing loans on the property. An estimate of after-rehab value will be made prior to making a commitment of funds using the method outlined in Section 4.5.

B. HOME funded units' after-rehabilitation value shall not exceed the HOME Program Maximum Purchase Price/After-Rehabilitation Value Limits for Sponsor's County as updated by HUD and published on the HCD Website at <http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html>. See Attachment C.

C. Any bid within 10% of the Program Operator's estimate may be selected, otherwise an explanation must be provided to the file for a bid selected exceeding 10% of the estimate.

4.3. RATES AND TERMS

4.3.1. OWNER-OCCUPANTS

A. Homeowners are eligible for Deferred Payment Loans (DPL), at **zero** interest, evidenced by a Promissory Note and secured by a Deed of Trust, with no payback required for **30 years** unless the borrower sells or transfers title or discontinues residence in the dwelling. Payments may be made voluntarily on a DPL. **Note: If it is determined by the Sponsor that repayment of a CDBG Program loan at the maturity date causes a hardship to the homeowner, the Sponsor may opt the following:**

1. Amend the note and deed of trust to defer repayment of the amount due at maturity, that is balance of the original principal plus the accrued interest, for up to an additional 30 years (at 0% additional interest). This may be offered one time;
2. Convert the debt at loan maturity; that is the balance of the original principal plus any accrued interest, to an amortized loan, repayable in 15 years at 0% additional interest.

B. If the homeowner dies, and if the heir(s) to the property live(s) in the house and is/are income eligible, the heir(s) may be permitted, upon approval of the Sponsor, to assume the loan at the rate and terms the heir(s) qualifies for under current participation guidelines.

C. If the homeowner dies and the heir(s) is/are not income eligible, the loan becomes all due and payable.

D. If a homeowner converts the rehabilitated property to any residential-rental, commercial or non-residential use, the loan becomes all due and payable

E. As specified in the Rehabilitation Loan Agreement, all applicants who participate in the Program must maintain the property at post-rehabilitation conditions for the

term of the loan. Should the property not be maintained accordingly, the loan shall be considered in default and becomes all due and payable, and if necessary, foreclosure proceedings will be initiated. A method of inspection will be established by the Sponsor.

4.4. GRANTS

- A. CDBG-funded programs may provide grants as follows:
A grant of up to \$7,500 is available for any one of the following qualifying factors:
 - 1. Senior Citizen - at least 62 years old; or
 - 2. Handicapped – for only handicap modifications to a house with one or more physically handicapped occupants who would function more independently if such modifications were installed; or
 - 3. Equity maintenance – if financing rehabilitation entirely with a loan would cause indebtedness to exceed 100% of after-rehabilitation value.
- B. HOME and CDBG provide grants for all actual costs of lead-based paint evaluation and reduction activities.
- C. HOME and CDBG provide grants for relocation assistance. See Relocation Assistance Plan, **Attachment E**.
 - 1. Owner-Occupant – Limit of \$3,000.

4.5. APPRAISAL

- A. The After-Rehab Value for rehabilitation projects is determined using the “Estimates of value” method. The Sponsor or Program Operator determines estimates of value based on the sale prices of at least three (3) comparable properties, sold within the last six months (within one year of the assistance date, which is the date the promissory note is signed), and located within one mile of the subject property. The participants’ file will include the estimate of value and document the basis for the value estimates. The purpose of the “Estimates of value” is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (See **Attachment C**). If three comparable properties cannot be found, or if there is any question regarding the After-Rehab Value, the ARV will be determined by a licensed appraiser, as described in Section 4.5.B. below.
- B. A licensed appraiser determines the After-Rehab Value for rehabilitation projects, when the “Estimates of value” method cannot be used. For rehabilitation projects the appraiser determines the value of the unit with the rehabilitation building plans and specifications included. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the after-rehabilitation value of the housing unit will not exceed the permitted amount per

HCD Program regulations (**See Attachment C**), and that the combined loans will not exceed the maximum combined loan-to-value limit, as described in Section 4.2.A above.

- C. The After-Rehab Value for reconstruction projects is determined by a licensed appraiser. The After-Rehab Value for reconstruction projects is determined by an appraisal completed off the building plans and specifications for the new home. The cost of the appraisal will be paid by the Sponsor, not by the homeowner. The purpose of the appraisal is to determine that the After-Rehabilitation Value Limit of the housing unit will not exceed the permitted amount per HCD Program regulations (**See Attachment C**).

4.6. INSURANCE

4.6.1. FIRE INSURANCE

The homeowner shall maintain fire insurance on the property for the duration of the Program loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Sponsor as Loss Payee for the amount of the Program loan(s). Evidence of this shall be provided to the Sponsor.

In the event the applicant fails to make the fire insurance premium payments in a timely fashion, the Sponsor at its option, may make such payments for a period not to exceed 60 days. The Sponsor may, in its discretion and upon the showing of special circumstances, make such premium payments for a longer period of time. Should the Sponsor make any payments, it may, in its sole discretion, add such payments to the principal amount that the applicant is obligated to repay the Sponsor under this Program. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs.**

4.6.2. FLOOD INSURANCE

For homes in a 100-year flood zone, the owner is required to maintain flood insurance in an amount adequate to secure the Program loan and all other encumbrances. This policy must designate the Sponsor as Loss Payee and a binder shall be provided to the Sponsor and maintained in the borrowers file. The premium may be paid by the Program loan for one year. **Note: HOME funds cannot be used to pay insurance cost beyond those identified as initial loan costs.**

4.7. LOAN SECURITY

- A. Loan security for all owner-occupied rehabilitation stick-built homes will be secured by the real property and improvements, and will also include a Deed of Trust, Promissory Note and Loan Agreement in favor of the Sponsor.
- B. A manufactured home in a mobile home park or on leased land that is not on a permanent foundation will be secured by an HCD 480.7 or an HCD 484 Statement of Lien, and will also include a Promissory Note and Loan Agreement.

- C. Entering a subordinate lien is acceptable. However, the Sponsor will not subordinate a first lien position once established.

5.0. PROGRAM LOAN SERVICING AND MAINTENANCE

5.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time.

5.2. RECEIVING LOAN REPAYMENTS

- A. Program loan payments will be made to:

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

- B. The Sponsor will be the receiver of loan payments or recapture funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the Sponsor's appropriate Program Income Account, as required by all three HCD programs. The Program Sponsor will accept loan payments from borrowers prepaying deferred loans, from borrowers making payments in full upon sale or transfer of the property, and homeowners of tenant occupied units. All loan payments are payable to the Sponsor. The Sponsor may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

5.3. LOAN SERVICING POLICIES AND PROCEDURES

See **Attachment F** for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

5.4. LOAN MONITORING PROCEDURES

Homeowners will be required to submit each of the following to the Sponsor at the time of annual occupancy verification per Attachment F:

- Proof of occupancy in the form of a copy of a current utility bill;
- Statement of unit's continued use as a residence;

- Declaration that other title holders do not reside on the premises;
- Verification that Property Taxes are current; and
- Verification of current required insurance policies.

5.5. DEFAULT AND FORECLOSURE

If an owner defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the Program Foreclosure Policy adopted by the Sponsor, and attached to these guidelines as **Attachment G**.

5.6. SUBORDINATIONS

The Sponsor may approve a request to subordinate a loan, in order for the owner to refinance the property, under the following conditions:

- A. The lien position of the Sponsor loan will remain the same or be advanced.
- B. The new primary loan is no greater than the balance of the loan being refinanced, except the costs of refinancing the loan may be added to the principal balance.
- C. The purpose of the new primary loan is to reduce the interest rate being paid and/or reduce the owner's payment.
- D. The refinanced loan must have an impound account for taxes and insurances.
- E. The refinancing terms must be acceptable to the Sponsor.
- F. CDBG allows refinancing with CDBG funds in conjunction with only rehabilitation of the unit.

6.0. CONSTRUCTION

6.1. STANDARDS

- A. All repair work will meet Local Building Code standards. At a minimum, health and safety hazards must be eliminated. For CDBG the priority will be the elimination of health and safety hazards. Sponsor may also require elimination of code deficiencies. When HOME funds are used for housing rehabilitation, the property must meet all applicable current codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. However, if certain components of the house are sound and were built to code prescribed at the time of installation, no repair or alteration will be made to those components.
- B. Contracting Process
 - 1. Contracting will be done on a competitive basis.

2. The homeowner will be the responsible agent, but the Sponsor and/or its Program Operator will prepare the work write-up, prepare and advertise the bid package, and assist the owner in negotiating the construction contract.
3. The Sponsor does not warrant any construction work, or provide insurance coverage.

C. Approved Contractors

1. Contractors are required to be licensed with the State of California, and be active and in good standing with the Contractors' License Board.
2. Contractors will be checked against HUD's list of federally debarred contractors. No award will be granted to a contractor on this list.
3. Contractors must have public liability and property damage insurance, and worker's compensation, unemployment and disability insurance, to the extent required by State law.
4. Contractor must agree to comply with all federal and state regulations.

D. Occupants of units constructed prior to 1978 will receive proper notification of Lead-Based Paint (LBP) hazards as identified in Section 3.3.A.

E. Units constructed prior to 1978 will also be inspected according to the following HUD regulations. For CDBG funded programs please refer to Chapter 20, Lead-Based Paint Requirements for guidance in the CDBG Grant Management Manual.

1. If the total amount of Federal assistance or the total amount of rehabilitation hard cost is up to and including \$5,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Clearance of disturbed work areas; and
 - (c) Notifications listed in Section 3.3.A.
2. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$5,000 up to and including \$25,000, the following is required:
 - (a) Paint testing or presume LBP;
 - (b) Risk assessment; and
 - (c) Clearance of unit.

If LBP hazards are identified, interim controls will be implemented. This level will also require a notice of "Abatement of Lead Hazards Notification" at least five days prior to starting work.

3. If the amount of Federal assistance or the total amount of rehabilitation hard cost is more than \$25,000, the following is required:
 - (a) Items (a), (b), and (c) of 2. above;
 - (b) Abatement of all LBP hazards identified or produced;
 - (c) Use of interim controls on exterior surfaces not disrupted by rehab; and all notices listed above in Sections 3.3.A. and 6.1.F.2.

4. All paint tests that result in a negative finding of lead-based paint are exempt from any and all additional requirements. If defective paint surfaces are found, they will be properly treated or abated. A State-certified Inspector/Assessor will perform all paint testing, risk assessments, and clearances. A trained supervisor may oversee interim controls; however, a certified supervisor and workers will perform all abatement.

6.2. ELIGIBLE CONSTRUCTION COSTS

“Rehabilitation” means, in addition to the definition in Section 50096 of the Health and Safety Code, repairs and improvements to a manufactured home necessary to correct any condition causing the home to be substandard pursuant to Section 1704 of Title 25, California Code of Regulations. Rehabilitation also includes room additions to alleviate overcrowding. Rehabilitation also means repairs and improvements where necessary to meet any locally-adopted standards used in local rehabilitation programs. Rehabilitation does not include replacement of personal property.

Rehabilitation includes reconstruction. Federal law and policy allows the use of HOME funds to demolish and reconstruct owner-occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The Sponsor and/or Program Operator must document that the reconstruction costs are less than the cost to rehabilitate the existing substandard housing. This will be done using the State’s CDBG Test for Reconstruction, for projects funded with CDBG funds; or, using the State’s HOME Test for Reconstruction, for projects funded with HOME funds.

Additionally, the Sponsor must determine that the project’s value after reconstruction (housing and land combined) is less than the Maximum After-Rehabilitation Value for the Sponsor (see Attachment C, One-Family).

The residential structure to be reconstructed must be a structure with cooking, eating, sleeping, and sanitation facilities which has been legally occupied as a residence within the preceding 12 months. Fifth wheels or recreational vehicles, for example, are not considered dwellings and therefore are not eligible under this Program.

Like for like requires that the structure being demolished must be replaced with a like structure (replace manufactured housing with manufactured housing, for example). However, additions may be approved by the HCD Program when required by Codes/Ordinances or to alleviate overcrowding. (See Attachment C)

Temporary relocation benefits must be planned for and budgeted into the total allowable subsidy for the project, but if required would be in the form of a grant.

Depending on the outcome of the Statutory Worksheet (Environmental test), a reconstructed project may require Authority from the State before funds are committed to the project.

Allowable rehabilitation\reconstruction costs include:

- A. Cost of building permits and other related government fees.
- B. Cost of architectural, engineering, and other consultant services which are directly related to the rehabilitation of the property.
- C. Rehabilitation or Replacement of a manufactured home not on a permanent foundation. Rehabilitation of a manufactured home may include the replacement of the unit with a used manufactured home and the cost to repair it, as long as the unit has been occupied and not used as a demonstration model. Should the unit meet the criteria for reconstruction a new manufactured home can be used for replacement and all cost associated with the purchase and transportation can be added to the loan.
- D. Owner-occupied rehabilitation activity delivery fees, pursuant to Section 7733(f), as reimbursement to the Sponsor for the actual costs of services rendered to the homeowner that are incidentally but directly related to the rehabilitation work (e.g. planning, engineering, construction management, including inspections and work write-ups).
- E. Rehabilitation will address the following issues in the order listed. Eligible costs are included for each item.

- 1. Health and Safety Issues

Eligible costs include, but are not limited to, energy-related improvements, lead-based paint hazard evaluation and reduction activities, improvements for handicapped accessibility, repair or replacement of major housing systems. A driveway may be considered part of rehabilitation if it is determined to be a health and safety issue.

- 2. Code and Regulation Compliance

Eligible costs include, but are not limited to, additional work required to rehabilitate and modernize a home, and bring it into compliance with current building codes and regulations. Painting and weatherization are included.

- 3. Demolition

Eligible costs include, but are not limited to, the tear down and disposal of dilapidated structures when they are a part of the reconstruction of an affordable housing unit. If a garage or carport is detached, it may not be rehabilitated but may be demolished, if it is determined to be a health and safety issue.

- 4. Upgrades

Eligible costs include additional bedrooms and bathrooms if the need can be demonstrated per HUD's or Sponsor's overcrowding guidelines listed in

Attachment C. The Program will not fund additions to a home for a den or family room, or for any luxury items.

5. General Property Improvements

Eligible costs include, but are not limited to, installation of a stove or dishwasher; and repair or installation of fencing.

All improvements must be physically attached to the property and permanent in nature. Non-code property improvements (fencing, landscaping, driveway, etc.) will be *limited to 15 percent* of the rehabilitation loan amount. Any cash contribution by the property owner will be considered a general property improvement and be included in this percentage. Luxury items are not permitted. Items such as stoves and dishwashers that are not built-in may be replaced due only to incipient failure or documented medical condition of the homeowner, and must be of moderate quality.

6. Rehabilitation Standards

All repair work related to health and safety conditions will meet Local Building Code standards. The priority will be the elimination of health and safety hazards and code compliance.

6.3. ELIGIBLE PROJECT COSTS

Examples of eligible project costs for all expenses related to the paperwork for processing and insuring a loan application are listed below. For HOME, these costs are considered activity delivery costs and may not be charged to the homeowner's loan.

- Appraisal
- Property Report/Title Insurance
- Building Plan
- Termite Report
- Land Survey
- Grading Plan
- Recording Fees
- Fire/Course of Construction Insurance
- Flood Insurance, as applicable (not allowed with CalHome or HOME funds)

Costs are based on charges currently incurred by the Sponsor, or its Program Operator, for these products and/or services. Except for HOME loans, any cost increases charged to the Sponsor/Program Operator for these products and/or services will be passed on to the homeowner and included in the loan. All fees are subject to change and are driven by the market.

6.4. REPAIR CALLBACKS

Contractors will comply with State law regarding all labor and material warranties. All labor and material shall meet FHA minimum specifications.

7.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES**7.1. AMENDMENTS**

The Sponsor may make amendments to these Participant Guidelines. Any changes made shall be in accordance with federal and state regulations, shall be approved by the Sponsor's Loan Committee and/or local governing body and submitted to HCD for approval.

7.2. EXCEPTIONS

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

7.2.1 PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The Sponsor or its Program Operator may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the Sponsor's/Program Operator's recommended course of action and any written or verbal information supplied by the applicant.
- B. The Sponsor shall make a determination of the exception based on the recommendation of the Program Operator. The request can be presented to the Sponsor's loan committee and/or governing body for decision.

8.0. DISPUTE RESOLUTION AND APPEALS PROCEDURES**8.1. PROGRAM COMPLAINT AND APPEAL PROCEDURE**

Complaints concerning the Sponsor's Rehabilitation Program should be made to the Program Operator first. If unresolved in this manner, the complaint or appeal shall be made in writing and filed with the Sponsor. The Sponsor will then schedule a meeting with the Sponsor's City Manager or his/her designee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the sponsor's decision, a request for an appeal may be filed with the local governing body. Final appeal may be filed in writing with HCD within one year after denial or the filing of the Project Notice of Completion.

8.2. GRIEVANCES BETWEEN PARTICIPANTS AND CONSTRUCTION CONTRACTOR

Contracts signed by the contractor and the participant include the following clause, which provides a procedure for resolution of grievances:

Any controversy arising out of or relating to this Contract, or the breach thereof, shall be submitted to binding arbitration in accordance with the provisions of the California Arbitration Law, Code of Civil Procedure 1280 et seq., and the Rules of the American Arbitration Association. The arbitrator shall have the final authority to order work performed, to order the payment from one party to another, and to order who shall bear the costs of arbitration. Costs to initiate arbitration shall be paid by the party seeking arbitration. Notwithstanding, the party prevailing in any arbitration proceeding shall be entitled to recover from the other all attorney's fees and costs of arbitration.

ATTACHMENT A**24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS****Part 5 Inclusions**

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and • Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: • the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus: • the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special pay, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR 5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).
7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9. Self-Sufficiency Program Income	a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program. d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time. e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.
14. Social Security & SSI Income	Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
15. Property Tax Refunds	Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
16. Home Care Assistance	Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.
17. Other Federal Exclusions	Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. The following is a list of income sources that

qualify for that exclusion:

- ▶ The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- ▶ Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- ▶ Payments received under the Alaskan Native Claims Settlement Act;
- ▶ Income derived from the disposition of funds to the Grand River Band of Ottawa Indians;
- ▶ Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- ▶ Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- ▶ Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands;
- ▶ Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
- ▶ Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- ▶ Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- ▶ Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- ▶ Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- ▶ Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- ▶ Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- ▶ Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT B**PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS**

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
2. Cash value of revocable trusts available to the applicant.
3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
6. Retirement and pension funds.
7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
10. Mortgages or deeds of trust held by an applicant.

Exclusions

1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
2. Interest in Indian trust lands.
3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.
4. Equity in cooperatives in which the family lives.
5. Assets not accessible to and that provide no income for the applicant.
6. Term life insurance policies (i.e., where there is no cash value).
7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

ATTACHMENT C**MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR NAPA COUNTY
(HOME Value Limits as of 05/02/2016)**

COUNTY NAME	One-Family
NAPA	\$427,000

**HOME SUBSIDY LIMITS PER UNIT FOR NAPA COUNTY
(Limits are effective 11/18/2015)**

O-BDR	1-BDR	2-BDR	3-BDR	4-BDR
\$140,107	\$160,615	\$195,305	\$252,662	\$277,344

**HOUSEHOLD INCOME LIMITS FOR NAPA COUNTY*
(Limits are effective 06/06/2016)**

<i>Number of Persons in Household</i>								
	1	2	3	4	5	6	7	8
80% of AMI	\$48,950	\$55,950	\$62,950	\$69,900	\$75,500	\$81,100	\$86,700	\$92,300

*Sponsor will insert the limits for the county in which the Program is located, and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is:

<http://www.hcd.ca.gov/hpd/hrc/rep/state/incNote.html> (choose CDBG and HOME limits, not State limits, except for CalHome)

**SPONSOR STANDARDS FOR BEDROOM AND BATHROOM ADDITIONS TO
ALLEVIATE OVERCROWDING**

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.
- Adults not in a partner relationship may have their own bedroom.
- 4 or more people – a second bathroom may be added.
- 8 or more people – a third bathroom may be added.
- Same rules apply to mobile home units.

The chart above is used as a guide to overcrowding.

ATTACHMENT D

HOUSING REHABILITATION MARKETING PLAN

SUMMARY

The Sponsor will continue its efforts to market the Housing Rehabilitation Program in a manner that will reach all community members.

All marketing related to the Housing Rehabilitation Program is publicized in both English and Spanish. All marketing materials include information identifying the Sponsor's commitment to fair housing laws and affirmative marketing policy, and are widely distributed. Equal opportunity is emphasized in written materials and oral presentations. A record is maintained by the Sponsor identifying what marketing materials are used, and when and where they are distributed.

Forms of marketing may include fliers, brochures, newspaper ads, articles and public service announcements. Fliers and brochures are distributed at local government buildings, other public buildings and through the mail, as well as to businesses that assist those not likely to apply without special outreach. Advertisements and articles are published in newspapers that are widely circulated within the community.

Established working relationships with local lending agencies also aid in informing the public by facilitating the distribution of informational fliers to households seeking financial assistance for repairs that are unable to obtain conventional financing.

Informational meetings are offered to potential participants to explain Program requirements. Often, minimal formal outreach efforts are required as the need for assistance generally exceeds funds available. However, marketing measures are actively performed in order to maintain a healthy interest list.

Characteristics on all applicants and participants are collected and compared with the Sponsor's demographics. Should the Sponsor find that there are underserved segments of the population, a plan to better serve them will be developed and implemented.

MARKETING FORMS

- Fliers
- Brochures
- Newspaper Ads and Articles
- Public Service Announcements
- Public Informational Meetings

MARKETING VENUES

- Local Government Buildings
- Local Public Services Buildings
- Private Businesses
- Lending Agencies
- Real Estate Offices
- Newspaper
- Radio
- Mail

ATTACHMENT E

RESIDENTIAL ANTI-DISPLACEMENT AND TEMPORARY RELOCATION PLAN Version 2

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Community Development Block Grant (CDBG) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the City of St. Helena (Sponsor) with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the Sponsor will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The Sponsor's governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, CDBG, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the Sponsor's jurisdiction limits.

The Sponsor will provide permanent relocation benefits to all eligible "displaced" households either owner occupied units which are permanently displaced by the housing rehabilitation program (**See Section E below.**). This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All Sponsor programs/projects will be implemented in ways consistent with the Sponsor's commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The Sponsor will provide equal relocation assistance available 1) to each targeted income group household displaced by the demolition or rehabilitation of housing or by the conversion of a targeted income group dwelling to another use as a direct result of assisted activities; and 2) to each separate class of targeted income group persons temporarily relocated as a direct result of activities funded by HUD programs.

A. Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the Sponsor will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

1. Provide proper notices with counseling and referral services to all occupants so that they understand their relocation rights and receive the proper benefits.

2. Stage rehabilitation of assisted households to allow owner occupants to remain during minor rehabilitation.
3. Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
4. When necessary, use public funds, such as CDBG funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

B. Lead Based Paint Mitigation Which Causes Temporary Relocation:

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally-funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. **At no time should the occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior.** As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. **The occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results.** The final rule allows for certain exceptions: programs:

1. The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
2. The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead free entry; or
3. The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or
4. The interior work will be completed within five (5) calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the Sponsor believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the Sponsor to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

C. Temporary Relocation of Owner Occupants:

Owner occupants are not allowed to stay in units which are hazardous environments during lead based paint mitigation. When their home is having lead based paint mitigation work done which

will not make it safe to live in, then they are eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits up to \$3,000, which will be provided as a grant. In no case shall the grant for temporary relocation exceed \$3,000 for any one owner occupant.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the Program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form (**See Appendix C**) to document that the owner occupant understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

D. Rehabilitation Activities Requiring Permanent Displacement

The Sponsor's rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff responsible for the rehabilitation program will consult with Sponsor's legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity then they will consult and follow the HUD Relocation Handbook 1378.

E. Rehabilitation Which Triggers Replacement Housing

If the Sponsor's rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the Sponsor is required to replace those lost units. An example of this would be a duplex unit which is converted into a single family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the Sponsor must document that any lost units are replaced and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the Sponsor to provide funds for an activity that will directly result in such demolition or conversion, the Sponsor will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

1. A description of the proposed assisted activity;
2. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;

3. A time schedule for the commencement and completion of the demolition or conversion;
4. The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of the replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
7. Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The Program Operator for the Sponsor is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The Sponsor is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

F. Record Keeping and Relocation Disclosures/Notifications

The Sponsor will maintain records of occupants of federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below is for only temporary relocation. If permanent relocation is involved then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

1. Disclosure to Occupants of Temporary Relocation Benefits: This form is completed to document that the Sponsor is following its adopted temporary relocation plan for owner occupants and tenants. **See Appendix C for a copy of the disclosure form.**
2. Other Relocation/Displacement Notices: The above notice is required for temporary relocation. If the Sponsor is attempting to provide permanent displacement benefits then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by CDBG or other federal programs.

APPENDIX C**DISCLOSURE TO OCCUPANT OF TEMPORARY RELOCATION BENEFITS***Top to be completed at time of loan application submittal or Home Visit*

Property Address: _____
 ___ Rental Unit ___ Owner/Occupied Unit

The rehabilitation loan specialist working on behalf of the City/County of _____ has explained the temporary relocation services and benefits available under the current rehabilitation program relocation plan.

I/we have been advised that the City/County of _____ rehabilitation construction specialist will inform me if I need to be temporarily relocated and will to assist me with scheduling any necessary moves and answer any questions about assistance as needed.

Acknowledged:

 Occupant Signature Date Occupant Signature Date

Complete this at time of acceptance of Work Write Up with initials by occupant

The rehabilitation construction specialist for the City/County of _____ has explained the Rehabilitation Scope of Work for our house and I/we agree that it will:
 ___ Not require I/we to be relocated. (If initialed then **STOP here and sign bottom.**)
 ___ Yes, I/we need to be temporarily relocated. (Complete rest of form if initialed.)

Start date and duration of relocation:

___ Starting on or about _____ we will move for all or part of the rehabilitation project.
 ___ Approximate length of temporary relocation: _____ Number of days.

For temporary relocation, I/We elect to (check all that apply):

- ___ Relocate with friends and family.
 ___ Relocate into a suitable temporary housing unit identified by rehab specialist.
 ___ Relocate furnishings only into a temporary storage unit.

___ I/We have been told what our relocation benefits are and elect **Not** to be reimbursed for any eligible relocation expenses.

___ I/We have been told what our relocation benefits are and want to be reimbursed for: _____

By signing, occupant(s) acknowledge receipt of copy of this form:

 Occupant Signature Date Occupant Signature Date

ATTACHMENT F**LOAN SERVICING POLICIES AND PROCEDURES
FOR THE CITY OF ST. HELENA**

The City of St. Helena, hereafter called "Sponsor," has adopted these policies and procedures in order to preserve its financial interest in properties, whose "Borrowers" have been assisted with public funds. The Sponsor will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Sponsor has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the follow areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

For Notes which are deferred payment loans, the Sponsor will accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, Borrower must maintain property insurance coverage naming the Sponsor as loss payee. Except for HOME-funded loans, if Borrower fails to maintain the necessary insurance, the Sponsor may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year floodplain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance naming the City of St. Helena as a lender loss payee will be required at close of escrow. The Sponsor will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the Sponsor may pay the taxes current and add the

balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Sponsor encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and

insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Sponsor's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Sponsor's loan. This document requires any senior lienholder listed in the notice to notify the Sponsor of initiation of a foreclosure action. The Sponsor will then have time to contact the Borrower and assist them in bringing the first loan current. The Sponsor can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

The Sponsor may require that Borrowers to submit utility bills and/or other documentation annually to prove occupancy during the term of the loan.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Sponsor in writing of any change. Sponsor and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction.

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Sponsor's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner occupied to rental, the loan is due in full.

6. Requests for Subordinations:

When a Borrower wishes to refinance the property, they must request a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as

part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the household with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the City Manager for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; or 4) default on senior loans, the Sponsor will send out a letter to the Borrower notifying them of the default situation. If the default situation continues, the Sponsor may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Sponsor is notified via a Request for Notice of Default, the Sponsor, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Sponsor must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Sponsor may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Sponsor determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Sponsor does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Sponsor can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor as Senior Lienholder

When the Sponsor is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Sponsor may consider foreclosure. Sponsor's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Sponsor?
- 3) Can the Borrower sell the property and pay off the Sponsor?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor

may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Sponsor could contract with a local real estate broker to list and sell the home and use those funds for Program income-eligible uses.

ATTACHMENT G

CITY OF ST. HELENA'S FORECLOSURE POLICY

Sponsor As Junior Lienholder

It is the City of St. Helena's (Sponsor's) policy to prepare and record a "Request for Notice" on all junior liens (any lien after the first position) placed on properties financed by a loan.

This document requires any senior lienholder to notify the Sponsor of initiation (recording of a "Notice of Default") of a foreclosure only. This is to alert the junior lienholder that they are to monitor the foreclosure with the senior lienholder. When the Sponsor is in a third position and receives notification of foreclosure from only one senior lienholder, it would be in their best interest to contact both senior lienholders regarding the status of their loans.

The junior lienholder may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges, advances (fire insurance premiums, property taxes, property protection costs, etc.), and foreclosure costs (fees for legal counsel, recordings, certified mail, etc.)

Once the Sponsor has the information on the reinstatement amount, staff must then determine if it is cost effective to protect their position by reinstating the senior lienholder, keeping them current by submitting a monthly payment thereafter, foreclosing on the property possibly resulting in owning the property at the end of foreclosure, protecting the property against vandalism, and paying marketing costs (readying the home for marketing, paying for yard maintenance, paying a real estate broker a sales commission).

If the Sponsor decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Sponsor fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Sponsor determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Sponsor's lien may be eliminated due to insufficient sales proceeds.

Sponsor As Senior Lienholder

When the Sponsor is in a first position, or the senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which

time the Sponsor may consider foreclosure. Sponsor staff will consider the following factors before initiating foreclosure:

- Can the loan be cured (brought current or paid off) by the owner without foreclosure?
- Can the owner refinance with a commercial lender and pay off the Sponsor?
- Can the owner sell the property and pay off the Sponsor?
- Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Sponsor may opt to initiate foreclosure. The owner must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Sponsor to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Sponsor should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Sponsor of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Sponsor informed of the progress of the foreclosure proceedings. When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Sponsor would then contact a real estate broker to market the home.

ATTACHMENT H
CERTIFICATION OF OCCUPANCY
CITY OF ST. HELENA

I/we _____ declare as follows:
(Please Print Occupant's Name(s))

That I/we am/are currently occupying as my/our principal place of residence
the real property commonly known as:

(Address)

(City, State, Zip code)

Daytime Phone Number: _____

Executed on _____, 20____, at _____, CA
(Date) (City)

I/we declare under penalty of perjury that the foregoing is true and correct.

Signature(s) of all occupants:

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

Occupant: _____

ATTACHMENT I

LEAD-BASED PAINT

VISUAL ASSESSMENT, NOTICE OF PRESUMPTION, AND HAZARD REDUCTION FORM

Section 1: Background Information			
Property Address:			No LBP found or LBP exempt ☐
Select one:	Visual Assessment ☐	Presumption ☐	Hazard Reduction ☐
Section 2: Visual Assessment. Fill out Sections 1, 2, and 6. If paint stabilization is performed, also fill out Sections 4 and 5 after the work is completed.			
Visual Assessment Date:		Report Date:	
Check if no deteriorated paint found ☐			
Attachment A: Summary where deteriorated paint was found. For multi-family housing, list at least the housing unit numbers and common areas and building components (including type of room or space, and the material underneath the paint).			
Section 3: Notice of Presumption. Fill out Sections 1, 3, 5, and 6. Provide to occupant w/in 15 days of presumption.			
Date of Presumption Notice:			
Lead-based paint is presumed to be present ☐ and/or Lead-based paint <i>hazards</i> are presumed to be present ☐			
Attachment B: Summary of Presumption: For multi-family housing, list at least the housing unit numbers and common areas, bare soil locations, dust-lead location, and or building components (including type of room or space, and the materials underneath the paint) of lead-based paint and/or hazards presumed to be present.			
Section 4: Notice of Lead-Based Paint Hazard Reduction Activity. Fill out Sections 1, 4, 5, and 6. Provide to occupant w/in 15 days of after work completed.			
Date of Hazard Reduction Notice:			
Initial Hazard Reduction Notice? Yes ☐ No ☐		Start & Completion Dates:	
If "No", dates of previous Hazard Reduction Activity Notices:			
Attachment C: Activity locations and types. For multi-family housing, list at least the housing unit numbers and common areas (for multifamily housing), bare soil locations, dust-lead locations, and/or building components (including type of room or space, and the material underneath the paint), and the types of lead-based paint hazard reduction activities performed at the location listed.			
Attachment D: Location of building components with <u>lead-based paint remaining</u> in the rooms, spaces or areas where activities were conducted.			
Attachment E: Attach clearance report(s), using DHS form 8552 (and 8551 for abatement activities)			
Section 5: Resident Receipt of Notice for Presumption or Lead-Based Paint Hazard Reduction Activity and Acknowledgement of Receipt of pamphlet <i>Protection Your Family from Lead in Your Home</i>.			
Printed Name:		Signature:	Date:
Section 6: Contact Information		Organization:	
Contact Name:		Contact Signature:	
Date:	Address:	Phone:	



**Report to the City Council
Council Meeting of July 12, 2016**

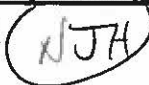
Agenda Section: New Business

Subject: Consideration of:

- 1. Second reading and adoption of an Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code, subject to voter approval; and**
- 2. Proposed resolution ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016; and**
- 3. Proposed resolution authorizing and setting City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election; and**
- 4. Proposed resolution providing for the filing of rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election; and**
- 5. Proposed resolution providing for the release of the City Council's rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election.**

CEQA Status: Not a CEQA project

Prepared By: Cindy Black, City Clerk

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director 

BACKGROUND

The City Council at its May 24, 2016 Council meeting considered options for a sales tax measure for the November 2016 ballot. The Council directed staff to return with legislation necessary to place a transactions and use taxes ordinance on the November 8, 2016 ballot. At the June 14, 2016 Council meeting, a discussion occurred, and the Council directed staff to move forward with the transactions and use taxes measure only, without the companion non-binding advisory measure regarding use of such revenues. The City Council held and approved the first reading of the proposed transactions and use taxes ordinance at its June 28, 2016 City Council meeting.

DISCUSSION

The City Council is considering placing a measure on the November 8, 2016 ballot that would enable the City's electorate to vote on a transactions and use taxes ordinance, commonly referred to as a "sales" tax, which would impose a ½ of one percent (0.5%) sales tax increase. All revenues generated by the taxes would be deposited into the City's General Fund for general governmental purposes and could be used to maintain current levels of service, provide funds to maintain the City's long-term financial stability, and provide funding of police, fire, and public works priorities among other uses.

The next step to enact a potential the ½ of one percent (0.5%) sales tax increase is the second reading and adoption of the ordinance adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code.

City law regarding how the transactions and use tax will impact the taxpayers must be defined by an ordinance before the ballot measure imposing the taxation is offered to the voters. The City of St. Helena does not currently have a Transactions and Use Tax Chapter. Adding a new Chapter to the Municipal Code requires a 2/3rds vote (four affirmative votes) of the City Council. Without the new chapter, the proposed ballot measure cannot move forward.

The adoption of the ordinance only provides the framework for how the Transactions and Use Tax will be implemented. Any new tax must be approved by the voters, and not the City Council, before the tax may actually be imposed and collected. Staff is working to have this measure placed on the November 2016 ballot for approval, which

requires a resolution to be adopted by the City Council, if the Council decides to proceed with the proposed ordinance.

If the ordinance is adopted by the required 2/3rds vote of the City Council at the July 12, 2016 meeting, then the City Council will be asked to consider the adoption of four resolutions.

The first resolution provides for the submission to the St. Helena electorate of the transactions and use taxes ordinance measure. The question that is included within this resolution will be the question that is presented to the voters.

The second resolution authorizes the City Council to author a ballot argument and directs the City Attorney to prepare the impartial analysis. If the City Council authorizes ballot argument by the Council (either collectively as a body or by individual Council members), then Elections Code Section 9287 provides that its argument will receive priority for printing in the pamphlet that is distributed to voters. Thus, presuming the City Council wishes to authorize itself to author a ballot argument, the main issue to be resolved with this resolution is whether the Council will author a ballot argument as a body or as individual Council members. Hence there is a "Resolved" within the body of the second resolution that has alternative language for the Council to consider and adopt. Note that a resolution authorizing and establishing City Council priority for Council ballot argument must be adopted at the same time of adoption of the resolution submitting the measure to the voters. Also note that the second resolution establishes 5:00 p.m., Friday, July 22, 2016, as the deadline to submit ballot arguments to the City Clerk.

The third and fourth resolutions are completely discretionary. The third resolution authorizes rebuttal argument. The City Council does not have to authorize rebuttal argument on the ballot. If the Council does authorize rebuttal argument, the third resolution establishes 5:00 p.m., Friday, July 29, 2016, as the deadline to submit rebuttal arguments to the City Clerk.

Finally, if the Council does authorize rebuttal argument on the ballot, then the fourth and last resolution (also optional) allows for the Council to release their rebuttal argument to third parties that the Council members will need to identify and provide written permission to the City Clerk. Thus, if the Council has authorized rebuttal argument by adopting the third resolution, then the Council may authorize the release of rebuttal argument to others whose names would then appear in the ballot pamphlet as the author of the rebuttal argument. Note that a resolution authorizing rebuttal argument and, if authorized, the release of rebuttal argument, must be adopted at the same time of adoption of the resolution submitting the measure to the voters.

Next Steps

1. Once the ordinance is adopted by the requisite vote, the City Council will then consider a resolution providing for the submission of the transactions and use

taxes ordinance measure to the St. Helena electorate. Again, note that the ordinance must be adopted by no less than a 2/3rds vote of the City Council (4 affirmative votes).

2. The Council will also consider a resolution authorizing and thereby setting City Council priority for filing written argument regarding the tax ordinance measure and directing the City Attorney to prepare an impartial analysis for said City measure, for the November 8, 2016 General Municipal Election.
3. The Council will also consider a resolution authorizing rebuttal argument. The City Council does not have to authorize rebuttal argument on the ballot. If the Council does authorize rebuttal argument on the ballot, then the last resolution (also optional) allows for the Council to release their rebuttal argument to third parties that the Council members will need to identify and provide written permission to the City Clerk.

FISCAL IMPACT

Based on prior sales tax revenue and future projections, it is estimated that a 0.5% transactions and use tax would generate approximately \$1.4 million in revenue per year for the General Fund.

There are also costs associated with placing the measure on the ballot that must be paid to the Napa County Elections Division. Staff estimates that the cost to place this general tax measure on the November 2016 ballot will be approximately \$15,000.

RECOMMENDED ACTION

Staff recommends adopting the items 1 through 5 in order as presented.

1. Hold a second reading of the Ordinance and adopt by title only and waive further reading. Again, note that the ordinance must be adopted by no less than a 2/3rds vote of the City Council (4 affirmative votes).
2. Adopt a resolution ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election. The resolution should also be adopted by no less than a 2/3rds vote of the City Council (4 affirmative votes).
3. Adopt a resolution authorizing City Council ballot argument and thereby set City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election. The deadline to submit ballot arguments to the City Clerk is set at 5:00 p.m., Friday, July 22, 2016.

4. Adopt a resolution authorizing rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election. The deadline to submit rebuttal arguments to the City Clerk is set at 5:00 p.m., Friday, July 29, 2016.

5. Adopt a resolution authorizing the City Council to release their rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election to third parties that the Council members will need to identify and provide written permission to the City Clerk.

ATTACHMENTS:

1. Ordinance imposing ½ percent (0.5%) transactions and use taxes and adding a new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code
2. Resolution ordering the submission to the qualified electors of the City of St. Helena a measure to approve a transactions and use taxes ordinance at the General Municipal Election to be held on Tuesday, November 8, 2016; and
3. Resolution authorizing and setting City Council priority for filing written argument regarding a City measure to approve a transactions and use taxes ordinance and directing the City Attorney to prepare an impartial analysis for said City measure submitted at the November 8, 2016 General Municipal Election
4. Resolution providing for the filing of rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election
5. Resolution releasing rebuttal argument regarding a City measure to approve a transactions and use taxes ordinance submitted at the November 8, 2016 General Municipal Election

ORDINANCE NO.

**ORDINANCE OF THE CITY OF ST. HELENA
IMPOSING TRANSACTIONS AND USE TAXES**

The people of the City of St. Helena do ordain as follows:

SECTION 1.

A new Chapter 3.25 entitled "Transactions and Use Taxes" of Title 3 entitled "Revenue and Finance" of the St. Helena Municipal Code is hereby added as follows:

3.25.010. **TITLE.** This chapter shall be known as the City of St. Helena Transactions and Use Taxes. The City of St. Helena hereinafter shall be called "City." This chapter shall be applicable in the incorporated territory of the City.

3.25.020. **OPERATIVE DATE.** "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the effective date of this chapter. This chapter relates to the levying and collecting of the City of St. Helena Transactions and Use Taxes authorized pursuant to Revenue and Taxation Code §7285.9 for general purposes, and submitted to the City of St. Helena electorate at an election called for November 8, 2016. If approved by a majority of the electors voting on the measure, then the effective date of this chapter shall be ten (10) days following the date the vote on the measure is declared by the City Council in accordance with Elections Code §9217.

3.25.030. **PURPOSE.** This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose retail transactions and use taxes in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this ordinance which shall be effective if a majority of the electors voting on the measure vote to approve the imposition of the taxes at an election called for that purpose.

B. To adopt retail transactions and use taxes that incorporate provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt retail transactions and use taxes that impose a tax and provide a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt retail transactions and use taxes that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

3.25.040. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use taxes law; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.25.050. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this chapter.

3.25.060. PLACE OF SALE. For the purposes of this chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

3.25.070. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this chapter for storage, use or other consumption in said territory at the rate of one half of one percent (0.5%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.25.080. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this chapter as though fully set forth herein.

3.25.090. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this chapter.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

(a). Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

(b). Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

3.25.100. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this chapter.

3.25.110. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any City, City and County, or County pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

(a). With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

(b). With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax law.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this chapter.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this chapter.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this chapter may credit against that tax any

transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.25.120. AMENDMENTS. All amendments subsequent to the effective date of this chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

3.25.130. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.25.140. VIOLATIONS-PENALTIES. Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

SECTION 2.

SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 3.

COMPLIANCE WITH CEQA. The City Council hereby finds that the action to adopt this ordinance is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of this ordinance may have a significant effect on the environment, and accordingly the adoption of this ordinance is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3). Additionally, the ordinance involves the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment and thus is not a project subject to the requirements of CEQA pursuant to CEQA Guidelines Section 15378 (b)(4).

SECTION 4.

EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City of St. Helena Transactions and Use Taxes authorized pursuant to Revenue and Taxation Code §7285.9 for general purposes, and submitted to the City of St. Helena electorate at an election called for November 8, 2016. If this ordinance is approved by a majority of the electors voting on the measure, then the ordinance shall become effective ten (10) days following the date the vote is declared by the City Council in accordance with Elections Code §9217.

The foregoing ordinance was introduced before the City Council of the City of St. Helena, at its regular meeting of Tuesday, June 28, 2016, and adopted at its regular meeting held on Tuesday, July 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

RESOLUTION NO 2016-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
ORDERING THE SUBMISSION TO THE QUALIFIED ELECTORS OF THE
CITY OF ST. HELENA A MEASURE TO APPROVE A TRANSACTIONS
AND USE TAXES ORDINANCE AT THE GENERAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, NOVEMBER 8, 2016**

WHEREAS, the City Council of the City of St. Helena has established a goal to secure the City's financial future, and the City's Ad Hoc Revenue Source Task Force and City staff have been exploring revenue enhancing options for the City Council's consideration; and

WHEREAS, the City has experienced minimal revenue growth in recent years which is expected to continue into the future due to the City's limited revenue streams, which are primarily comprised of property tax and sales tax; and

WHEREAS, while the City's transient occupancy tax revenue is expected to increase in future years with the addition of new hotels operating within the City, City expenses still outpace revenues and accordingly additional revenue is needed to not only adequately fund the City's ongoing operations, but to also address long neglected infrastructure and capital improvement needs within the City; and

WHEREAS, after considering the recommendations of the City's Ad Hoc Revenue Source Task Force and City staff, the City Council directed staff to provide it with information related to the imposition of transactions and use taxes for ongoing operations, infrastructure and capital improvement needs within the City; and

WHEREAS, at its regular meeting of May 24, 2016, City staff presented the City Council with information related to the imposition of transactions and use taxes pursuant to Revenue and Taxation Code §7285.9 for general purpose, or alternatively pursuant to Revenue and Taxation Code §7285.91 for specific purposes, and after duly considering all information and public testimony thereon, the City Council directed staff to present it with legislation necessary to place a transactions and use taxes ordinance on the November 8, 2016 ballot pursuant to Revenue and Taxation Code §7285.9 for general purposes; and

WHEREAS, at the City Council's regular meeting of Tuesday, June 28, 2016, the proposed "ORDINANCE OF THE CITY OF ST. HELENA IMPOSING TRANSACTIONS AND USE TAXES", attached hereto and incorporated herein by reference as Exhibit "A" (the "Transactions And Use Taxes Ordinance"), which imposes a tax at the rate of one half of one percent (0.5%) of the gross receipts of all retailers in the City from the sale of tangible personal property, as well as an excise tax at the rate of one half of one percent (0.5%) on the storage, use or other consumption of tangible personal property purchased from any retailer in the City, was introduced and thereafter adopted by a two-thirds vote of the City Council at its regular meeting of Tuesday, July 12, 2016; and

WHEREAS, a consolidated general municipal election to be held on Tuesday, November 8, 2016, has been called by Resolution No. 2016-73, adopted on June 14, 2016 (the "Election"); and

WHEREAS, pursuant to Government Code Section 53724 and Elections Code Section 9222, the City Council desires to submit the Transactions And Use Taxes Ordinance to the qualified electors of the City of St. Helena at the Election; now, therefore, be it

RESOLVED, that the City Council of the City of St. Helena does hereby declare, determine and order as follows:

MEASURE TO BE SUBMITTED TO THE VOTERS

Section 2(b) of Article XIIC of the California Constitution (Proposition 218) requires that a general tax submitted to the voters for approval shall be consolidated with the regularly scheduled general municipal election for members of the City Council, unless a fiscal emergency is declared by a unanimous vote of the City Council. A consolidated general municipal election for the purpose of electing a Mayor for a full term of two (2) years and two St. Helena City Council seats for full terms of four (4) years, to be held on Tuesday, November 8, 2016, has been called by City of St. Helena Resolution No. 2016-73, adopted June 14, 2016. The City of St. Helena City Council desires that the Transactions And Use Taxes Ordinance be submitted to the voters for approval at the same election.

The full text of the Transactions And Use Taxes Ordinance, attached to this Resolution as Exhibit A, shall be printed in the voter pamphlet. Pursuant to Government Code Section 53724 and Elections Code Section 9222, the City Council hereby submits the Transactions And Use Taxes to the voters at the Election and orders the following question to be submitted to the voters on the ballot as follows:

"To fund vital City services such as local street maintenance, 911 emergency medical, police and fire response, pedestrian/cyclist/traffic safety, park maintenance, library services, programs for youth and seniors, and to preserve the City's long-term financial stability and small town character, shall the City of St. Helena adopt a ½ % cent Transactions and Use Tax, generating approximately \$1,400,000 annually with all revenues benefiting the City?"

Yes _____ No _____

This question requires the approval of a majority of those casting votes; and, be it

FURTHER RESOLVED, should any section, subsection, clause or provision of this resolution for any reason be held to be invalid, then the remainder of the resolution shall be deemed valid, it being expressly declared that this resolution, and each and every

section, subsection, clause and phrase hereof would have been prepared, proposed, approved, adopted and/or ratified even if any other section, subsection, sentence, clause or phrase of this resolution were declared invalid; and, be it

FURTHER RESOLVED, the City Council hereby finds that the proposed Transactions And Use Taxes Ordinance is exempt from the provisions of the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) because the City Council hereby finds that it can be seen with certainty that there is no possibility the adoption and implementation of the ordinance may have a significant effect on the environment, and accordingly the adoption of the ordinance is not subject to CEQA pursuant to CEQA Guidelines Section 15061(b)(3); additionally, the ordinance involves the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant impact on the environment and thus is not a project subject to the requirements of CEQA pursuant to CEQA Guidelines Section 15378 (b)(4).

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 12th of July, 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

RESOLUTION NO. 2016-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
AUTHORIZING AND SETTING CITY COUNCIL PRIORITY FOR FILING WRITTEN
ARGUMENT REGARDING A CITY MEASURE TO APPROVE A TRANSACTIONS
AND USE TAXES ORDINANCE AND DIRECTING THE CITY ATTORNEY TO
PREPARE AN IMPARTIAL ANALYSIS FOR SAID CITY MEASURE SUBMITTED AT
THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION**

WHEREAS, a General Municipal Election is to be held in the City of St. Helena, California on November 8, 2016, at which there will be submitted to the qualified electors of the City of St. Helena the following measure regarding a Transactions and Use Taxes Ordinance:

MEASURE __	YES
“To fund vital City services such as local street maintenance, 911 emergency medical, police and fire response, pedestrian/cyclist/traffic safety, park maintenance, library services, programs for youth and seniors, and to preserve the City’s long-term financial stability and small town character, shall the City of St. Helena adopt a ½ % cent Transactions and Use Tax, generating approximately \$1,400,000 annually with all revenues benefiting the City?”	NO

now, therefore, be it

RESOLVED, that in accordance with California Elections Code §9282, the City Council of the City of St. Helena, California, does resolve, declare, determine, and order as follows:

[That the City Council of the City of St. Helena is authorized to file a written argument **[in favor of / against]** the City measure as specified above, accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and to change the argument until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.]

OR

[That the City Council of the City of St. Helena authorizes any and all members of the City Council to individually file written argument in favor of or against the City measure, accompanied by the printed name accompanied by the printed name(s) and signature(s) of the author(s) submitting it, in accordance with Article 4, Chapter 3, Division 9 of the Elections Code of the State of California and to change the argument

until and including the date fixed by the City Clerk after which no arguments for or against the City measure may be submitted to the City Clerk.]; and, be it further

RESOLVED, the in accordance with California Elections Code §9282, the arguments, not exceeding 300 words, shall be filed with the City Clerk no later than **5:00 p.m. on Friday, July 22, 2016**, signed, with the printed name(s) and signature(s) of the author(s) submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers who is the author of the argument. The arguments shall be accompanied by the *Form of Statement to Be Filed By Author(s) of Argument*, which can be obtained from the Office of the City Clerk; and be it further

RESOLVED, that the City Council directs the City Clerk to transmit a copy of the measure regarding the Transactions and Use Taxes Ordinance to the City Attorney. The City Attorney shall prepare an impartial analysis of the measure showing the effect of the measure on the existing law and the operation of the measure. The impartial analysis shall be filed with the City Clerk no later than **5:00 p.m. on Friday, July 22, 2016**.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 12th of July, 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

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA PROVIDING FOR THE FILING OF REBUTTAL ARGUMENT REGARDING A CITY MEASURE TO APPROVE A TRANSACTIONS AND USE TAXES ORDINANCE SUBMITTED AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION**

WHEREAS, a General Municipal Election is to be held in the City of St. Helena, California on November 8, 2016, at which there will be submitted to the qualified electors of the City of St. Helena the following measure regarding a Transactions And Use Taxes Ordinance:

MEASURE ____	
"To fund vital City services such as local street maintenance, 911 emergency medical, police and fire response, pedestrian/cyclist/traffic safety, park maintenance, library services, programs for youth and seniors, and to preserve the City's long-term financial stability and small town character, shall the City of St. Helena adopt a ½ % cent Transactions and Use Tax, generating approximately \$1,400,000 annually with all revenues benefiting the City?"	YES
	NO

; and

WHEREAS, the City Council elected to author ballot argument in support of or against the measure, and Section 9285 of the California Elections Code authorizes the City Council, at its discretion, to adopt provisions for the filing of rebuttal arguments for measures submitted at municipal elections; now, therefore, be it

RESOLVED, that pursuant to Section 9285 of the California Elections Code, when the City Clerk has selected the argument for and against the measure which will be printed and distributed to the voters, the City Clerk shall send a copy of the argument in favor of the measure to the authors of the argument against, and a copy of the argument against to the authors of the argument in favor of the measure immediately upon receiving the arguments. The authors may prepare and submit rebuttal arguments not exceeding 250 words or may authorize in writing any other person or persons to prepare, submit, or sign the rebuttal argument. The rebuttal arguments shall be filed by **5:00 p.m. on Friday, July 29, 2016**, accompanied by the printed names and signatures of the persons submitting it, or if submitted on behalf of an organization, the name of the organization, and the printed name and signature of at least one of its principal officers. The rebuttal arguments shall be accompanied by the *Form of Statement To Be Filed By Author(s) of Argument*, which can be obtained from the Office of the City Clerk. Rebuttal arguments shall be printed in the same manner as the direct arguments, and rebuttal argument shall immediately follow the direct argument which it seeks to rebut; and, be it

FURTHER RESOLVED, that all previous resolutions providing for the filing of rebuttal arguments for city measures are hereby repealed and the provisions of this resolution providing for the filing of rebuttal arguments regarding a city measure to approve a Transactions And Use Taxes Ordinance shall only apply to the General Municipal Election to be held on November 8, 2016, and shall thereafter be repealed.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 12th of July, 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

RESOLUTION NO.**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. HELENA
RELEASING REBUTTAL ARGUMENT REGARDING A CITY MEASURE TO
APPROVE A TRANSACTIONS AND USE TAXES ORDINANCE SUBMITTED
AT THE NOVEMBER 8, 2016 GENERAL MUNICIPAL ELECTION**

WHEREAS, a General Municipal Election is to be held in the City of St. Helena, California on November 8, 2016, at which there will be submitted to the qualified electors of the City of St. Helena the following measure regarding a Transactions And Use Taxes Ordinance:

MEASURE ____	YES
"To fund vital City services such as local street maintenance, 911 emergency medical, police and fire response, pedestrian/cyclist/traffic safety, park maintenance, library services, programs for youth and seniors, and to preserve the City's long-term financial stability and small town character, shall the City of St. Helena adopt a ½ % cent Transactions and Use Tax, generating approximately \$1,400,000 annually with all revenues benefiting the City?"	NO

and;

WHEREAS, the City Council elected to author ballot argument in support of or against the measure and, in accordance with California Elections Code §9285, to permit rebuttal argument; and

WHEREAS, as authorized by California Elections Code §9285, the City Council wishes to authorize the release of the City Council's rebuttal argument to individual voters; now, therefore, be it

RESOLVED, that as to the measure approving a Transactions And Use Taxes Ordinance, the City Council authorizes each individual member of the City Council to release rebuttal argument in writing to any other person or persons to prepare, submit, or sign the rebuttal argument.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of St. Helena held on the 12th of July, 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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Report to the City Council
Council Meeting of July 12, 2016

Agenda Section: New Business

Subject: Consideration and proposed approval of a resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2016/2017 to 2020/2021)

CEQA Status: Categorically Exempt Sections 15301, 15302, 15303. Each project proposes to modify or improve to existing facilities, replace or reconstruct existing facilities and/or construct or convert small facilities or structures. Individual projects will have separate CEQA action.

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

Approved By: Noah Housh, Acting City Manager/Planning and Community Improvement Director

NH

BACKGROUND

The proposed City of St Helena Capital Improvement Plan (CIP) is a five-year planning tool that identifies anticipated capital improvements and their funding sources for fiscal years 2016/2017 through 2020/2021. The CIP does not appropriate funds, but rather, it functions as a budgeting and planning tool which supports actual appropriations that are made through the budget adoption.

DISCUSSION

This staff report summarizes the five-year funding strategy to fund capital improvements to City infrastructure. The expenditures shown for the first year of the CIP are consistent with the operating budget in fiscal year 2016/2017. The subsequent four years are subject to change due to more detail engineering analysis becoming available, City Council direction on project priorities, updates to revenues, and changes in project costs. This is why the Five-Year CIP is updated annually.

CIP programs and projects are dedicated to maintaining and improving City infrastructure in four divisions: Civic, Streets, Wastewater, and Water. The following table summarizes the project funding by division for the Five-Year CIP.

CATEGORY	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	Five Year Total
Civic	\$331,000	\$20,000	\$20,000	\$20,000	\$20,000	\$411,000
Streets	\$801,665	\$290,000	\$125,000	\$850,000	\$850,000	\$2,916,665
Wastewater	\$692,070	\$427,000	\$588,000	\$528,000	\$38,000	\$2,273,070
Water	\$4,801,319	\$7,179,173	\$1,078,433	\$0	\$0	\$13,058,925
TOTAL	\$6,626,054	\$7,916,173	\$1,811,433	\$1,398,000	\$908,000	\$18,656,660

California Government Code Section 65401 requires that the Planning Commission find that the proposed CIP is consistent with the City's General Plan prior to City Council adoption of the CIP. The Planning Commission made this finding at its meeting on July 5, 2016.

FISCAL IMPACT

The City's CIP consists of 28 projects in four divisions totaling approximately \$18.7 million and constrained against \$18.7 million in funding. The fiscal impact to the CIP is identified in the operating budget for Fiscal Year 2016/2017. This CIP programs only funds that have already been set aside for capital projects. No transfers from fund balance are proposed as part of this year's budget. All funds and expenditures beyond Fiscal Year 2016/2017 have no direct fiscal impact because the CIP is not a financial commitment by City Council, but rather a planning and forecasting tool.

RECOMMENDED ACTION

Approve the attached Resolution adopting the Five-Year Capital Improvement Plan (Fiscal Years 2016/2017 to 2020/2021).

ATTACHMENTS

1. Resolution
2. Five-Year CIP

CITY OF ST. HELENA

RESOLUTION NO. _____

**ADOPTING THE FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR
FISCAL YEARS 2016/2017 TO 2020/2021**

RECITALS

- A. The City of St Helena has prepared a Five Year Capital Improvement Plan (CIP) which sets forth a funding strategy for proposed capital projects.
- B. The CIP is a planning tool that identifies anticipated capital improvements for fiscal years 2016/2017 to 2020/2021.
- C. The CIP also identifies the funding sources to finance the capital improvements proposed to be undertaken in the next five fiscal years and includes recommended time schedules and cost estimates of the various capital improvement projects.
- D. The expenditures shown for the first year of the CIP comprise the Capital Budget starting in fiscal year 2016/2017. Subsequent years are also included in the CIP, although these "future years" are subject to change due to more detailed engineering analysis becoming available, possible changes in project priorities, updates or revisions to anticipated revenues, and/or changes in cost and funding projections.
- E. The CIP is anticipated to be updated annually, as a whole, and amendments can be considered by the City Council at any time.
- F. City Council of the City of St Helena has designated the City Planning Commission as the planning agency for the City of St Helena.
- G. State Law requires that designated planning agencies review their agency's capital improvement plan to ensure compliance with the adopted General Plan.
- H. On July 5, 2016 the Planning Commission, during a regularly scheduled meeting, considered the projects and programs for FY 2016/17 in the City's Capital Improvement Plan and their conformity to the adopted City General Plan.

RESOLUTION

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

- A. The Five Year Capital Improvement Plan for Fiscal Years 2016/2017 to 2020/2021 is hereby adopted.

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

St. Helena, California

Capital Improvement Plan

2016-2021



Safety



Infrastructure



Community

DRAFT June 27, 2016



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INTRODUCTION

The City of St. Helena's five-year Capital Improvement Plan (CIP) is a multi-year planning instrument to guide the construction of new facilities/infrastructure; and for the expansion, rehabilitation or replacement of existing City-owned assets. The five-year CIP is developed by City Staff and adopted City Council, then becomes the guiding document for the prioritization of projects.

The information included in the CIP is based on the current information available and updated regularly to reflect changing priorities, funding availability and project completion. A new five-year CIP will be submitted to City Council annually with recommended adjustments to project budgets, funding sources, descriptions, and/or schedules. Inclusion of a project in the CIP does not commit the City to specific expenditures or appropriations for any particular project.

The CIP includes all projects and programs expected to be undertaken during the next five fiscal years. Specific projects and related schedules are selected based upon:

- Implementation of the City's General Plan
- Availability of funding
- Minimizing disruptions associated with construction activity
- City Council direction

Approximately \$18.7 million CIP programs and projects over the next five years have been identified. The estimated project expenditures planned for the five-year CIP are broken into four major categories: Civic, Streets, Wastewater, and Water. The following table includes an overview of funding by project category for FY 16/17 – FY 20/21.

FY 16/17 – FY 20/21 Capital Improvement Plan						
Funding by Project Category						
	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	Five Year Total
Civic	\$331,000	\$20,000	\$20,000	\$20,000	\$20,000	\$411,000
Streets	\$801,665	\$290,000	\$125,000	\$850,000	\$850,000	\$2,916,665
Wastewater	\$692,070	\$427,000	\$588,000	\$528,000	\$38,000	\$2,273,070
Water	\$4,801,319	\$7,179,173	\$1,078,433	\$0	\$0	\$13,058,925
Total	\$6,626,054	\$7,916,173	\$1,811,433	\$1,398,000	\$908,000	\$18,656,660

A QUICK LOOK AT INFRASTRUCTURE

What is infrastructure, and why is it important?

Infrastructure includes the basic physical structures, systems, and facilities needed to provide services to residents and for the functioning of a community and its economy; such as sidewalks, streets, parks, fire stations, police facilities, and the water and wastewater systems. Infrastructure impacts public health, safety, and the quality of life for residents of St. Helena as well as other industries which are an important part of the City's economy. Decisions made regarding infrastructure projects are very important because they are generally large and expensive, and the assets created will require decades of public use.

What infrastructure is within the City's area of responsibility?

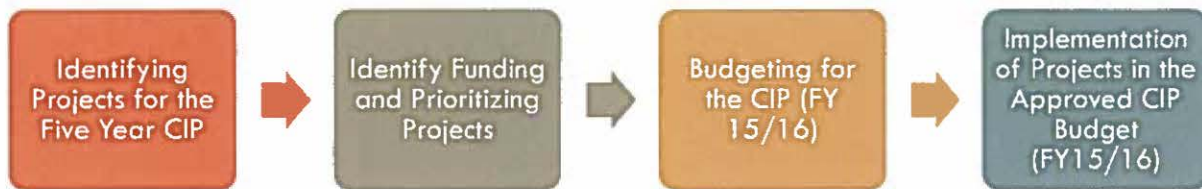
The City of St. Helena is responsible for maintaining storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. Napa County, State of California, and U.S. governments may also have responsibility for certain assets within the City of St. Helena. For example, the California Department of Transportation (Caltrans) has jurisdiction and responsibility for State Route 29 (Main Street).

What happens when infrastructure assets are not maintained?

Providing ongoing maintenance and repair, such as resurfacing streets and repairing or replacing water and wastewater piping, is vital for maintaining the condition of assets. When maintenance and repair is not fully funded, deferred maintenance and capital improvement costs increase significantly. The City has not fully funded maintenance and repair due to tight budgetary constraints and competing priorities for several years. As a result the City now has a multi-million dollar backlog in deferred maintenance of storm drains, streets, water treatment and distribution system, wastewater collection and treatment system, parks, and City government buildings and facilities. For example, the 2014 Pavement Management Program Update calculated a \$6.2 million backlog for street maintenance in St. Helena. Without adequate investment, these deferred maintenance costs will increase significantly over time.

Compounding the problem, as assets continue to deteriorate, the cost of repair exponentially increases and can result in peripheral damage. For example, deferring roof replacement could later result in needing to replace the roof structural members, walls, and floor of a building.

How does the CIP process work?



FUNDING SOURCES

The Five-Year CIP is funded by various unrestricted and restricted funds. Unrestricted funds are free from external restrictions and can be used for any purpose, as directed by the City Council. The City's General Fund is an unrestricted fund. The General Fund is made up of funding from property tax revenues, sales tax, and transient occupancy taxes. Restricted funds are legally required to be used for a specific purpose. For example, water enterprise funds can only be used to operate, maintain, and improve the City's water treatment and distribution system. Other examples of restricted funding sources include local, state, and federal grants; and wastewater enterprise funds. A detailed description of the various funding sources is presented in the following table.

Funding Source	Description and Restrictions
Gas Tax	Description:
	The Gas Tax Fund collects revenue resulting from a tax on the sale of gasoline. The City's share of gas tax revenue is based on a formula that takes into account vehicle registration, assessed property valuation, and population.
	Restrictions:
	These funds must be used to perform research, planning, construction, improvement, maintenance, and operation of public streets and highways (and their related public facilities for non-motorized traffic), including the mitigation of their environmental effects, the payment for property taken or damaged for such purposes, and the administrative costs necessarily incurred in the foregoing purposes. There are currently five separate Gas Tax funds each with additional specific criteria.
General	Description:

Fund	The primary reporting vehicle for current government revenues and operations, this fund accounts for all financial resources not required by law or City Council actions to be accounted for in another fund.
	Restrictions:
	General Fund monies are one of the least restrictive funding sources, funding can be used for salaries, capital improvements, supplies and other municipal related expenses.
Grant Funding	Description:
	Some projects are entirely or partially funded by grants and reimbursements from the State and federal government, as well as other agencies.
	Restrictions:
	Funding restrictions related to grant funding can vary greatly, and each grant will have specific project restrictions related to the funding source.
Impact Fees	Description:
	In 2013, the City retained Colgan Consulting Corporation to prepare an impact fee study, analyzing the impact of development on certain capital facilities and to calculate impact fees based on that analysis. The methods used to calculate impact fees in the study were intended to satisfy all legal requirements.
	Restrictions:
	By Law impact fees can only be collected to cover the impact of new development on existing infrastructure. Impact fees cannot be used to correct "existing deficiencies".
	CIVIC IMPACT: This fund is used to accumulate restricted funds from new development's proportionate share of the depreciated replacement cost of a range of facility types including City Hall, corporation yard facilities, as well as library and recreation facilities.
	PUBLIC SAFETY IMPACT FEES: Section 22.5 of the City Code establishes this fund to accumulate revenues from fees on building permits to be used solely for equipment and facilities' costs for Police and the Fire Departments. Vehicles, capital equipment, and building improvements are approved uses.
	PARK IMPACT: This fund is used to accumulate funds from new or proposed residential development solely for park land acquisition and park improvements.
	TRAFFIC MITIGATION (STREET) IMPACT: This fund is used to accumulate funds from new or proposed development to pay for circulation improvements to reduce the impacts of traffic generated

	by new development within the City. WATER IMPACT: This fund is used to accumulate funds from new or proposed development to pay for Water System Capital Improvements needed to support new development. WASTEWATER (SEWER) IMPACT: This fund is established to account for the costs of constructing and improving the Wastewater Treatment Plant and Sewer Collection System in order to support new development.
Measure T	Description: Measure T resulted in a countywide half-cent sales tax increase. Money generated from the sales tax increase will be used for road repairs in the county. The amount raised by the tax is expected to be about \$300 million countywide and St. Helena will receive 5.9% of the annual revenues. Funding from Measure T will first be available to the City in 2018 and the tax will expire in 25 years. Restrictions: Measure T requires that 99% of the funds raised be spent on street maintenance and rehabilitation and only 1% can be used for administrative and reporting costs. The funds cannot be used for new roads or congestion relief —the tax is only for maintenance of local streets. Funds cannot be used to offset current City funding for road maintenance.
Wastewater Utility	Description: This fund is used to account for the costs of providing sewer services to the general public on a continuing basis. The intent is to recover costs through user charges and fees. Restrictions: The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the sewer system and cannot be used for other purposes.
Water and Wastewater Bonds	Description: California Statewide Communities Development authority Water and Wastewater revenue bonds Series 2012B. Restrictions: Funds must be expended in accordance with project descriptions in the official Statement for the bond issuance, dated May 30, 2012.
Water Utility	Description: This fund is used to account for the costs of providing water services to the general public on a continuing basis. The intent is to recover costs through user charges and fees.

	Restrictions:
	The fund is operated in a manner similar to a private business enterprise. Funding must be used to operate, maintain, and improve the water system and cannot be used for other purposes.

IMPORTANT FACTS: CIP FUNDING

- In addition to one-time construction projects, the CIP also includes ongoing maintenance and repair programs and projects. These are typically smaller projects that are expected to last for less than one year.
- The City uses “phased funding” for certain complex or expensive CIP projects. For example, a project will be started when it has sufficient funds to complete planning and design. The remaining funds needed for project completion are shown in the budget as “unidentified funding.” It is anticipated that funding to complete the construction of the project will be identified when it is needed in a future fiscal year. In some cases, funding cannot be identified when needed, resulting in a project being put on hold. The projects are generally shown in the CIP budget as “unfunded or underfunded.”
- Unless additional revenue sources are pursued, the General Fund and Water Enterprise Fund are projected to have annual operating deficits for the foreseeable future. For this reason, Capital Projects in these two categories are funded from the existing CIP fund balance and no new transfers from the General Fund or Water Enterprise Fund are proposed at this time.
- New or expanded infrastructure will frequently increase operations and maintenance costs for the asset-owning department, thus impacting the General Fund.
- The last CIP was adopted in 2012 and over the past several years funding and priorities have shifted dramatically. This is not a complete list of all the capital or infrastructure needs for the City, but the CIP is a planning tool to help guide decision making on capital projects.

PROJECT CATEGORY SUMMARIES

CIVIC

The Civic Improvements category comprises general government projects that focus on constructing or improving existing facilities and buildings. These projects cover all departments and focus on a variety of improvements. Funding for Civic Improvements is comprised of General Fund, grants and special restricted fund such as: the Bocce Fund or the Ryan Library Trust. At this time there is minimal funding in the special restricted funds, and no projects are planned to utilize the special restricted funding sources. The table below summarizes the funding source for Civic projects by fiscal year.

CIVIC FUNDING BY SOURCE							
Funding Source	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Total	%
General Fund	\$331,000	\$20,000	\$20,000	\$20,000	\$20,000	\$411,000	100%
Total	\$331,000	\$20,000	\$20,000	\$20,000	\$20,000	\$411,000	100%

Civic improvement projects programmed in the Capital Improvement Plan, 2016-2021 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2016/17 through Fiscal Year 2020/21, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

CIVIC						
PROJECT NUMBER	PROJECT NAME	FY16/17 BUDGET	ESTIMATED EXPENDITURES 2016-2021	TOTAL ESTIMATED PROJECT COSTS	UNFUNDED AMOUNT	NOTES
C-09	Signorelli Barn	\$0	\$0	TBD		The funding for this project has been reallocated to other Civic Projects
C-19	Misc. Building Repairs	\$20,000	\$100,000	\$144,858		
C-46	Softball Lights	\$20,000	\$20,000	\$20,000		
C-62	Library HVAC System*	\$0	\$0			Project was completed in FY15/16
C-69	Library Roof Repairs*	\$0	\$0			Project was completed in FY15/16
C-75	City Hall/Police Facility		\$0	TBD		Project is unfunded at this time
C-80	Shooting Range Cleanup*	\$0	\$0			Project was completed in FY15/16
C-82	Downtown Restrooms	\$291,000	\$291,000	\$296,000		
Total		\$331,000	\$411,000	\$460,858		

STREETS

The Streets category includes projects that upgrade and maintain pavement, striping, curb and gutter, street lighting, access ramps, sidewalks and storm drain infrastructure. Funding for Streets is comprised of General Fund, Gas Tax, grants, sales tax, Measure T (funding beginning in 2018) and development impact fees. The table below summarizes the funding source for Streets projects by fiscal year.

Streets							
	<u>FY16/17</u>	<u>FY17/18</u>	<u>FY18/19</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>Total</u>	<u>%</u>
Gas Tax	\$701,665	\$290,000	\$125,000	\$125,000	\$125,000	\$1,366,665	47%
General Fund	\$0	\$0	\$0	\$125,000	\$125,000	\$250,000	9%
Grant-TFCA	\$30,000	\$0	\$0	\$0	\$0	\$30,000	1%
Grant-TDA	\$61,500	\$0	\$0	\$0	\$0	\$61,500	2%
Street Impact Fee	\$8,500	\$0	\$0	\$0	\$0	\$8,500	0%
Measure T	\$0	\$0	\$0	\$600,000	\$600,000	\$1,200,000	41%
Grant-STIP	\$0	\$0	\$0	\$0	\$0	\$0	0%
Total	\$801,665	\$290,000	\$125,000	\$850,000	\$850,000	\$2,916,665	100%

Street improvement projects programmed in the Capital Improvement Plan, 2016-2021 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2016/17 through Fiscal Year 2020/21, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

STREETS						
PROJECT NUMBER	PROJECT NAME	FY 16/17 BUDGET	ESTIMATED EXPENDITURES 2016-2021	TOTAL ESTIMATED PROJECT COSTS	UNFUNDED AMOUNT	NOTES
R-05	Main Street Mills Lane/Grayson	\$8,500	\$8,500	\$138,340		
R-15	Access Ramps	\$20,000	\$150,000	\$150,000		
R-29	Curb, Gutter & Sidewalk Repair	\$20,000	\$250,000	\$250,000		
R-30	Pope Street Bike Lane	\$33,000	\$33,000	\$43,000		
R-38	Downtown Renaissance		\$0	TBD		Project is unfunded at this time
R-73	Hunt Ave & RLS Bike/Ped Improvements	\$0	\$0	\$400,000	\$400,000	Project is unfunded at this time
R-74	2015 Pavement Rehabilitation	\$264,665	\$2,019,665	\$2,039,495		
R-75	Valley View Street Bike Lanes	\$0	\$0	\$25,578		Project is complete
R-76	Mitchell Street Sidewalk	\$10,000	\$10,000	\$126,000		
R-77	Railroad Avenue Curb Ramp	\$61,500	\$61,500	\$61,500		
R-78	2016 Pavement Overlay	\$384,000	\$384,000	\$403,830		
Total		\$801,665	\$2,916,665	\$3,637,743		

WASTEWATER

Wastewater collection and treatment includes projects focused on upgrading and improving the infrastructure of the wastewater system. Many of the improvements that have been identified as maintenance needs were identified through the Sewer System Management Plan (SSMP) updated in 2014. In addition to the needs identified in the SSMP, the City complies with all Regional Water Quality Control Board directives and regulatory permits. Funding for Wastewater is comprised of Wastewater rates (paid by consumers) and development impact fees. Wastewater is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Wastewater projects by fiscal year.

Wastewater							
	<u>FY16/17</u>	<u>FY17/18</u>	<u>FY18/19</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>Total</u>	<u>%</u>
Wastewater Utility	\$650,970	\$410,500	\$582,750	\$522,750	\$32,750	\$2,199,720	97%
Wastewater Impact Fee	\$37,800	\$16,500	\$5,250	\$5,250	\$5,250	\$70,050	3%
Bonds	\$0	\$0	\$0	\$0	\$0	\$0	0%
Total	\$688,770	\$427,000	\$588,000	\$528,000	\$38,000	\$2,269,770	100%

Wastewater improvement projects programmed in the Capital Improvement Plan, 2016-2021 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2016/17 through Fiscal Year 2020/21, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

WASTEWATER						
PROJECT NUMBER	PROJECT NAME	FY 16/17 BUDGET	ESTIMATED EXPENDITURES 2016-2021	TOTAL ESTIMATED PROJECT COSTS	UNFUNDED AMOUNT	NOTES
S-09	Recycled Water (Tertiary Treatment)	\$0	\$0		TBD	Project is unfunded at this time
S-16	Misc. Maintenance Projects	\$35,000	\$175,000	\$210,000	\$0	
S-47	Regulatory Compliance Permit Renewal	\$0	\$0			Complete
S-50	Algae Removal Device	\$0	\$0	\$0	\$0	Combined with S-52
S-52	WWTRP Upgrades Phase 1	\$232,108	\$1,382,108	\$1,442,108	\$0	
S-53	Reclamation Field Improvements	\$142,000	\$142,000	\$142,000	\$0	
S-59	Split Pond 3	\$0	\$0	\$0	\$0	Combined with S-52
S-61	Pond 2 & 3 Levee	\$60,000	\$120,000	\$120,000	\$0	
S-62	Automation for Disinfection and Dechlorination	\$0	\$144,000	\$157,000	\$0	
S-64	Oak Avenue Sewer Line Replacement	\$0	\$0		TBD	Project is unfunded at this time
S-65	Improve Solids Management Ponds	\$0	\$0	\$0	\$0	Combined with S-52
S-66	New Well	\$65,000	\$65,000	\$65,000	\$0	
S-67	Sludge Removal	\$75,000	\$150,000	\$150,000	\$0	
S-68	Charter Oak Sewer Repair	\$77,962	\$77,962	\$467,049	\$0	
S-69	Install and Operate Temp WWTRP Office	\$5,000	\$17,000	\$17,000	\$0	
Total		\$692,070	\$2,273,070	\$2,770,157		

WATER

The Water category includes projects that support delivery of water throughout the city, upgrading infrastructure and improvements to existing water system. The City complies with all applicable local, state and federal regulations related to water. Funding for Water is comprised of Water rates (paid by consumers), bonds, grants, and development impact fees. Water is an enterprise fund and all improvements are planned to be constructed without General Fund contributions. The table below summarizes the funding source for Water projects by fiscal year.

Water							
	<u>FY16/17</u>	<u>FY17/18</u>	<u>FY18/19</u>	<u>FY19/20</u>	<u>FY20/21</u>	<u>Total</u>	<u>%</u>
Water Utility	\$843,186	\$3,389,274	\$641,667	\$0	\$0	\$4,874,126	37%
Water Bond	\$2,109,908	\$747,808	\$120,100	\$0	\$0	\$2,977,816	23%
Water Impact Fee	\$141,900	\$1,300,267	\$316,667	\$0	\$0	\$1,758,833	13%
Unfunded	\$847,888	\$847,887	\$0	\$0	\$0	\$1,695,775	13%
Grants	\$893,938	\$893,938	\$0	\$0	\$0	\$1,787,876	14%
Total	\$4,836,820	\$7,179,173	\$1,078,433	\$0	\$0	\$13,094,426	100%

Water improvement projects programmed in the Capital Improvement Plan, 2016-2021 are listed below. A project is only listed if there is funding programmed during Fiscal Year 2016/17 through Fiscal Year 2020/21, or if the project was listed in the current CIP and is being deferred to future years. Projects from prior CIPs that have been completed are listed in Appendix A. Detailed project costs estimates with expenditure plans for each project listed below are included in Appendix B.

WATER

PROJECT NUMBER	PROJECT NAME	FY 16/17 BUDGET	ESTIMATED EXPENDITURES 2016-2021	TOTAL ESTIMATED PROJECT COSTS	UNFUNDED AMOUNT	NOTES
W-26	York Creek Upper Dam Removal/Mitigation	\$3,737,134	\$6,177,117	\$6,500,000	\$1,695,775	
W-27	Meadowood Tank Upgrade		\$245,100	\$398,948		
W-35	Bell Canyon Reservoir Improvements			TBD	TBD	Unfunded
W-70	Recycled Water Mains			TBD	TBD	Unfunded
W-80	Dwyer Road Booster		\$842,524	\$2,590,000		
W-82	Water Rights and Permitting					Moved to operating budget
W-84	Bell Canyon Intake Mid-Valve Repair	\$44,888	\$44,888	\$287,325		
W-85	Bell Valve House Valve Replacement			\$575,135	\$526,105	Unfunded
W-86	Holmes Tank Upgrade	\$58,000	\$1,383,000	\$1,428,000		
W-90	High Service Pump					Moved to operating budget
W-91	Bell Canyon Creek Inflow Measurement	\$85,000	\$750,000	\$872,645		
W-93	Sludge Handling Program					Moved to operating budget
W-94	Replace Telemetry at LSWTP				TBD	Unfunded
W-95	Influent Valve Actuator				TBD	Unfunded
W-96	Lower Reservoir Water Treatment				TBD	Unfunded
W-97	Raw Water Metering Station				TBD	Unfunded
W-100	VFD Controllers					Moved to operating budget
W-101	Tank 2 Rehabilitation	\$60,000	\$750,000	\$750,000		
W-102	Well Filter Rehabilitation	\$11,103	\$11,103	\$265,541		
W-105	Sludge Handling					Complete
W-106	Pump Station Upgrades		\$200,000	\$200,000		
W-107	Replace 12" Transmission Main				TBD	Unfunded
W-108	Lower York Creek Dam Rehab	\$190,695	\$190,695	\$500,695	\$290,000	
W-109	Bell Canyon Intake Tower Replacement	\$650,000	\$2,000,000	\$2,000,000		
W-110	Upgrade Rutherford Pump Station		\$500,000	\$500,000		
Total		\$4,836,820	\$13,094,427	\$16,868,289		

APPENDIX A – COMPLETED PROJECTS

CIVIC

- C-20 Financial Software
- C-26 Wappo Park Restrooms & Path
- C-44 Library Capital Repairs (C-30)
- C-44 Baldwin Bridge (G-41)
- C-50 Skate Park
- C-51 Bocce Court
- G-61 Impact Fee Study
- C-63 R.I.M.S. Extension MDC
- C-65 Melly Park
- C-66 Fire Truck
- C-67 Lyman Park
- C-68 Wappo Park-Pope Street Bike Trail
- G-70 Police Radio Repeaters
- G-72 Financial Software Upgrade
- C-73 McCorkle Avenue
- C-74 McCullagh Park
- C-76 Parks Equipment
- C-77 Police Equipment
- C-78 Admin Equipment
- C-81 FD Vehicle Replacement

STREETS

- R-04 Pope Street Bridge Re-Alignment
- R-19 Channelization
- R-32 Replacement Main Street Electroliers
- R-39 Ten-Wheeler Used Dump Truck
- R-40 Radar Speed Check Display Sign
- R-41 Micro-Surfacing
- R-42 Slurry Seal Rehabilitation
- R-44 Solar Message Board
- R-46 Citywide Street Sign Replacement
- R-47 Annual Cracked Seal Maintenance
- R-48 Annual Slurry Seal Maintenance
- R-69 Pope-Starr Lighted Cross Walk
- R-70 Sentinel Street Sweeper Overhaul
- R-71 SH Street Repair/Rehab Project 2013
- R-72 Streets Equipment Replacement

*Projects R-49 through R-68 were identified as individual projects in the previous CIP. As funding becomes available these projects will be grouped as one capital project.

WASTEWATER

- S-06 Sulphur Springs Sewer Extension
- S-28 Chlorine Analyzer/SCADA System
- S-30 Pond 2 Walkway
- S-33 Rock Slope Protection & Levee Repair
- S-37 Charter Oak (SS & FM Construction)
- S-38 Main Street Sewer Rehabilitation
- S-41 Brush Aerators
- S-43 WWTP Diffuser Permits
- S-46 Front End Loader
- S-49 Crinella Pump Station
- S-51 Rehabilitation - Pond 1A
- S-54 Security Gate
- S-55 Shop HVAC
- S-56 Radio Repeater/Infrastructure
- S-57 Oak Ave Infrastructure
- S-58 Chlorine Pump
- S-60 Sealing of Pond 1A
- S-63 Sewer Equipment Replacement
- S57-01 Collections Vehicle Replacement Program
- S57-02 Treatment Vehicle Replacement

WATER

W-01	Bale Slough (Rutherford W-28)
W-02	Tank 2 - PAX Mixer
W-08	Pratt Avenue Transmission Bridge
W-12	Community Drive
W-13	Howell Mountain Road
W-28	Rutherford
W-31	Water Treatment Plant Upgrades
W-37	Corp Yard Improvements
W-38	Machinery & Equipment
W-42	SCADA
W-57	WTP Worker Housing
W-62	Water Valve Replacement
W-67	Charter Oak Water Main Replacement
W-69	Stonebridge Well Upgrades
W-83	Tank 1A Design/Construction
W-88	Surge Protection at LSWTP & SBW
W-89	Fixed Gas Chlorine Analyzer
W-98	Toilet Retrofit Program
W-99	Radio Repeater/Infrastructure
W76-01	Distribution Vehicle Replacement Program
W76-02	Treatment Vehicle Replacement Program
W-103	Stonebridge Well Roof
W-104	412 Crystal Springs Road Roof

APPENDIX B – PROJECT DETAILS

DRAFT

C-09: SIGNORELLI BARN

Project Name: Signorelli Barn
Project Number: C09
Project Description: Restore/rehabilitate barn
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund	49,846							
Impact Fee (11.6%)	0							
Total	49,846	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	49,846							
Environmental		0						0
Land/ROW Acquisition								0
Construction Engineering			0	0				0
Construction Contract			0	0				0
Other CIP Costs								0
Total	49,846	0	0	0	0	0	TBD	TBD

C-19: MISCELLANEOUS BUILDING REPAIRS

Project Name: Miscellaneous Building Repairs
Project Number: C19
Project Description: Miscellaneous Building Repairs
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund	44,858	20,000	20,000	20,000	20,000	20,000		144,858
Total	44,858	20,000	20,000	20,000	20,000	20,000	0	144,858

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	0	0						0
Construction Contract	0	20,000	20,000	20,000	20,000	20,000	0	100,000
Other CIP Costs	44,858							44,858
Total	44,858	20,000	20,000	20,000	20,000	20,000	0	144,858

C-46: SOFTBALL LIGHTS

Project Name: Softball Lights

Project Number: C46

Project Description: Softball Lights

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund	0	20,000						20,000
Total	0	20,000	0	0	0	0	0	20,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	0	0						0
Construction Contract	0	20,000	0	0	0	0	0	20,000
Other CIP Costs	0							0
Total	0	20,000	0	0	0	0	0	20,000

C-75 CITY HALL/POLICE FACILITY

Project Name: City Hal/Police Facility

Project Number: C75

Project Description: Remodel police facility

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund	0							0
Water Utility								0
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	0	0						0
Construction Contract	0	0	0	0	0	0		0
Other CIP Costs	0							0
Total	0	0	0	0	0	0	TBD	TBD

C-82: DOWNTOWN RESTROOMS

Project Name: Downtown Restrooms
Project Number: C82
Project Description: Construct restrooms downtown
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund	5,000	291,000						296,000
Total	5,000	291,000	0	0	0	0	0	296,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	5,000	48,650						53,650
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		23,000		0				23,000
Construction Contract		219,350		0				219,350
Other CIP Costs								0
Total	5,000	291,000	0	0	0	0	0	296,000

STREET PROJECTS DETAIL

R-05: MAIN STREET AT GRAYSON SIGNALIZATION

Project Name: Main Street at Grayson Traffic Signal
Project Number: R05
Project Description: Install 3-way traffic signal at Main Street and Grayson

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund		0						0
Impact Fee (100%)	138,340	8,500						146,840
State Grants - STIP								0
Total	138,340	8,500	0	0	0	0	0	146,840

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	138,340							138,340
Environmental		8,500						8,500
Land/ROW Acquisition								0
Construction Engineering			0	0				0
Construction Contract			0	0				0
Other CIP Costs								0
Other - TBD								0
Total	138,340	8,500	0	0	0	0	0	146,840

R-15: ACCESS RAMPS UPGRADES

Project Name: Access Ramp Upgrades
Project Number: R15
Project Description: Annual installation and replacement of curb ramps to meet accessibility requirements

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Gas Tax Fund		20,000	20,000	20,000	20,000	20,000		100,000
Measure					25,000	25,000		50,000
Total	0	20,000	20,000	20,000	45,000	45,000	0	150,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		20,000	20,000	20,000	45,000	45,000		150,000
Other CIP Costs								0
Other - TBD								0
Total	0	20,000	20,000	20,000	45,000	45,000	0	150,000

STREET PROJECTS DETAIL

R-29: CURB, GUTTER AND SIDEWALK REPAIR

Project Name: Curb, Gutter, Sidewalk Repair
Project Number: R29
Project Description: Annual installation and replacement of damaged curb, gutter, and sidewalk
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Gas Tax Fund		20,000	20,000	20,000	20,000	20,000	0	100,000
Measure					75,000	75,000		150,000
Total	0	20,000	20,000	20,000	95,000	95,000	0	250,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		20,000	20,000	20,000	95,000	95,000		250,000
Other CIP Costs								0
Other - TBD								0
Total	0	20,000	20,000	20,000	95,000	95,000	0	250,000

R-30: POPE STREET BIKE LANES

Project Name: Pope Street Bike Lanes
Project Number: R30
Project Description: Install bike lanes on Pope Street
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY19/20	Future Years	Total
Gas Tax Fund		3,000						3,000
Grant - TFCA	10,000	30,000						40,000
Total	10,000	33,000	0	0	0	0	0	43,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY19/20	Future Years	Total
Preliminary Engineering	5,000	3,000						8,000
Environmental	5,000							5,000
Land/ROW Acquisition								0
Construction Engineering		4,500						4,500
Construction Contract		25,500						25,500
Other CIP Costs								0
Other - TBD								0
Total	10,000	33,000	0	0	0	0	0	43,000

STREET PROJECTS DETAIL

R-38 DOWNTOWN RENAISSANCE

Project Name: Downtown Renaissance
Project Number: R38
Project Description: Improve pedestrian access downtown
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Unfunded							TBD	TBD
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								TBD
Environmental								TBD
Land/ROW Acquisition								TBD
Construction Engineering								TBD
Construction Contract								TBD
Other CIP Costs								TBD
Other - TBD								TBD
Total	0	0	0	0	0	0	0	TBD

R-73: HUNT AVE & RLS BIKE/PED IMPROVEMENTS

Project Name: Hunt Ave & RLS Bike and Pedestrian Improvements
Project Number: R73
Project Description: Construct sidewalk in gaps along Hunt Ave, trail connection to Adams St, and various sidewalks near RLS Middle School
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Unfunded							400,000	400,000
Total	0	0	0	0	0	0	0	0

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering							60,000	60,000
Environmental							10,000	10,000
Land/ROW Acquisition								0
Construction Engineering						0	40,000	40,000
Construction Contract						0	290,000	290,000
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	400,000	400,000

STREET PROJECTS DETAIL

R-74: 2015 PAVEMENT REHABILITATION

Project Name: 2015 Pavement Rehabilitation

Project Number: R74

Project Description: 2015 Slurry Seal Program

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund		0			125,000	125,000		250,000
Gas Tax Fund	19,830	264,665	250,000	85,000	85,000	85,000		789,495
Measure					500,000	500,000		1,000,000
Total	19,830	264,665	250,000	85,000	710,000	710,000		2,039,495

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	16,830		5,000	30,000	30,000	30,000		111,830
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	3,000	28,450	25,000	8,500	71,000	71,000		206,950
Construction Contract		236,215	220,000	46,500	609,000	609,000		1,720,715
Other CIP Costs								0
Other - TBD								0
Total	19,830	264,665	250,000	85,000	710,000	710,000		2,039,495

R-76: MITCHELL STREET SIDEWALK

Project Name: Mitchell Street Sidewalk

Project Number: R76

Project Description: Construct sidewalk on north side of Mitchell Drive between Oak Avenue and St James Drive

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Gas Tax Fund	18,722							18,722
Grant - TDA-3	97,278	10,000						107,278
Total	116,000	10,000	0	0	0	0	0	126,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	14,790	0						14,790
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	10,700							10,700
Construction Contract	90,510	10,000						100,510
Other CIP Costs								0
Other - TBD								0
Total	116,000	10,000	0	0	0	0	0	126,000

STREET PROJECTS DETAIL

R-77: RAILROAD AVE CURB RAMP

Project Name: Railroad Avenue Curb Ramp Upgrade
Project Number: R77
Project Description: Remove and construct 6 existing non-compliant ADA curb ramps on Railroad Avenue from Fulton Lane to Hunt Avenue

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Gas Tax Fund		10,000						10,000
Grant - TDA-3		51,500						51,500
Total	0	61,500	0	0	0	0	0	61,500

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		8,000						8,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		6,150						6,150
Construction Contract		47,350						47,350
Other CIP Costs								0
Other - TBD								0
Total	0	61,500	0	0	0	0	0	61,500

R-78: 2016 PAVEMENT OVERLAY

Project Name: 2016 Overlay
Project Number: R78
Project Description: Overlay Charter Oak Avenue and Allison Avenue

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
General Fund		0						0
Gas Tax Fund	19,830	384,000						403,830
Measure								0
Total	19,830	384,000						403,830

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	16,830	18,000						34,830
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	3,000	36,000						39,000
Construction Contract		330,000						330,000
Other CIP Costs								0
Other - TBD								0
Total	19,830	384,000	0	0	0	0		403,830

WASTEWATER PROJECTS DETAIL

S-09: RECYCLED WATER (TERTIARY TREATMENT)

Project Name: Recycled Water (Tertiary Treatment)
Project Number: S09
Project Description: Create tertiary treatment at the waste water treatment plant
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Unfunded							TBD	TBD
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								TBD
Environmental								TBD
Land/ROW Acquisition								TBD
Construction Engineering								TBD
Construction Contract								TBD
Other CIP Costs								TBD
Other - TBD								TBD
Total	0	0	0	0	0	0	0	TBD

S-16: MISCELLANEOUS MAINTENANCE PROJECTS

Project Name: Misc. Maintenance Projects
Project Number: S-16
Project Description: Various Annual Maintenance Projects
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility	29,750	29,750	29,750	29,750	29,750	29,750		178,500
Wastewater Impact Fee (15%)	5,250	5,250	5,250	5,250	5,250	5,250		31,500
Total	35,000	35,000	35,000	35,000	35,000	35,000	0	210,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	35,000	5,250	5,250	5,250	5,250	5,250		61,250
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		29,750	29,750	29,750	29,750	29,750		148,750
Other CIP Costs								0
Other - TBD								0
Total	35,000	35,000	35,000	35,000	35,000	35,000	0	210,000

WASTEWATER PROJECTS DETAIL

S-52: CONSTRUCT SOLIDS MANAGEMENT PONDS

Project Name: Wastewater Treatment & Reclamation Plant Upgrades Phase 1
Project Number: S-52
Project Description: Feasibility study, work plan, and Phase 1 Improvements as required by CDO Regional Board Order R2-2016-0004 (WFE Improvement Number 1a)

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility	60,000	232,108	170,000	490,000	490,000			1,442,108
Total	60,000	232,108	170,000	490,000	490,000	0	0	1,442,108

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	60,000	232,108	130,000					422,108
Environmental			40,000					40,000
Land/ROW Acquisition								0
Construction Engineering				40,000	40,000			80,000
Construction Contract				450,000	450,000			900,000
Other CIP Costs								0
Other - TBD								0
Total	60,000	232,108	170,000	490,000	490,000	0	0	1,442,108

S-53: RECLAMATION FIELD IMPROVEMENTS

Project Name: Reclamation fields improvement
Project Number: S-53
Project Description: Improve irrigation facilities in reclamation field

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility		120,700						120,700
Wastewater Impact Fee (15%)		21,300						21,300
Total	0	142,000	0	0	0	0	0	142,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		21,000						21,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		11,000						11,000
Construction Contract		110,000						110,000
Other CIP Costs								0
Other - TBD								0
Total	0	142,000	0	0	0	0	0	142,000

WASTEWATER PROJECTS DETAIL

S-61: POND 2 & 3 LEVEE REPAIR

Project Name: Pond 2 & 3 Levee Repair
Project Number: S-61
Project Description: Repair levees between ponds and install rock slope protection
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility		60,000		60,000				120,000
Total	0	60,000	0	60,000	0	0	0	120,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		9,000		9,000				18,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		6,000		6,000				12,000
Construction Contract		45,000		45,000				90,000
Other CIP Costs								0
Other - TBD								0
Total	0	60,000	0	60,000	0	0	0	120,000

S-62: AUTOMATION FOR DISINFECTION

Project Name: Automation for Disinfection and Dechlorination
Project Number: S-62
Project Description: Automate disinfection and dechlorination facilities per WFE Improvement Number 2
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility	13,000		144,000					157,000
Total	13,000	0	144,000	0	0	0	0	157,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	6,000		16,500					22,500
Environmental								0
Land/ROW Acquisition								0
Construction Engineering			12,500					12,500
Construction Contract	7,000		115,000					122,000
Other CIP Costs								0
Other - TBD								0
Total	13,000	0	144,000	0	0	0	0	157,000

WASTEWATER PROJECTS DETAIL

S-64: OAK AVENUE SEWER LINE REPLACEMENT

Project Name: Oak Avenue Sewer Line Replacement
Project Number: S-64
Project Description: Reconstruct or rehabilitate sewer line in Oak Avenue
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility								0
Wastewater Impact Fee (15%)								0
Total	0	0	0	0	0	0	TBD	0

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	0

S-66: NEW WELL

Project Name: New Well
Project Number: S-66
Project Description: Install new well at wastewater treatment and reclamation plant
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility		65,000						65,000
Total	0	65,000	0	0	0	0	0	65,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		10,000						10,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		5,000						5,000
Construction Contract		50,000						50,000
Other CIP Costs								0
Other - TBD								0
Total	0	65,000	0	0	0	0	0	65,000

WASTEWATER PROJECTS DETAIL

S-67: SLUDGE REMOVAL

Project Name: Sludge Removal
Project Number: S-67
Project Description: Remove accumulated sludge from Ponds 1B and 2
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility		63,750	63,750					127,500
Wastewater Impact Fee (15%)		11,250	11,250					22,500
Total	0	75,000	75,000	0	0	0	0	150,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		20,000						20,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		5,000	10,000					15,000
Construction Contract		50,000	65,000					115,000
Other CIP Costs								0
Other - TBD								0
Total	0	75,000	75,000	0	0	0	0	150,000

S-68: CHARTER OAK SEWER REPAIR

Project Name: Charter Oak Sewer Repair
Project Number: S-68
Project Description: Repair failed sewer line at Charter Oak and Highway 29
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility	352,633	77,962						430,595
Water Utility	36,454							36,454
Total	389,087	77,962	0	0	0	0	0	467,049

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	49,783	22,962						72,745
Construction Contract	264,642	55,000						319,642
Other CIP Costs								0
Other - TBD								0
Total	314,425	77,962	0	0	0	0	0	392,387

WASTEWATER PROJECTS DETAIL

S-69: INSTALL AND OPERATE TEMP WWTP OFFICE

Project Name: Install & Operate Temporary WWTRP Office Building

Project Number: S-69

Project Description: Install & Operate Temporary WWTRP Office Building

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Wastewater Utility		5,000	3,000	3,000	3,000	3,000		17,000
Total	0	5,000	3,000	3,000	3,000	3,000	0	17,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract		5,000	3,000	3,000	3,000	3,000		17,000
Other CIP Costs								0
Other - TBD								0
Total	0	5,000	3,000	3,000	3,000	3,000	0	17,000

W-26: YORK CREEK UPPER DAM REMOVAL

Project Name: Upper York Creek Dam Removal
Project Number: W-26
Project Description: Remove Upper York Creek Dam and restore creek habitat
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Bond	322,883	1,995,308	698,158					3,016,349
Unfunded		847,888	847,887					1,695,775
EPA Grant SFBWQIF		493,938	493,938					987,876
Proposition 84		400,000	400,000					800,000
Total	322,883	3,737,134	2,439,983	0	0	0	0	6,500,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	322,883	262,123						585,006
Environmental		262,123						262,123
Land/ROW Acquisition								0
Construction Engineering		125,000	125,718					250,718
Construction Contract		3,087,888	2,314,265					5,402,153
Other CIP Costs								0
Other - TBD								0
Total	322,883	3,737,134	2,439,983	0	0	0	0	6,500,000

W-27: MEADOWOOD & HOLMES TANK UPGRADES

Project Name: Meadowood Tank Upgrade
Project Number: W-27
Project Description: Replace and upgrade Meadowood Tanks and associated systems
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	148,948	0						148,948
Water Impact Fee (50%)				125,000				125,000
Water Bond	4,900			120,100				125,000
Total	153,848	0	0	245,100	0	0	0	398,948

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	153,848			17,100				170,948
Environmental				3,000				3,000
Land/ROW Acquisition								0
Construction Engineering				20,000				20,000
Construction Contract				205,000				205,000
Other CIP Costs								0
Other - TBD								0
Total	153,848	0	0	245,100	0	0	0	398,948

W-35: BELL CANYON RESERVOIR IMPROVEMENTS

Project Name: Bell Canyon Reservoir Improvements
Project Number: W-35
Project Description: Dredging to restore storage capacity lost by sediment accumulation
Financial Impact
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-70: RECYCLED WATER MAINS

Project Name: Recycled Water Mains
Project Number: W-70
Project Description: Install recycled water mains in the City
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility							TBD	TBD
Total	0	0	0	0	0	0	0	0

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD							TBD	TBD
Total	0	0	0	0	0	0	0	0

WATER PROJECTS DETAIL

W-80: DWYER ROAD BOOSTER (PUMP STATION)

Project Name: Dwyer Road Pump Station

Project Number: W-80

Project Description: Contribute a fair share contribution to the City of Napa for a pump station to deliver water to St Helena and Calistoga. Project will improve system reliability and increase pressure in the southern end of the system.

Project Status: Project is in preliminary engineering phase. A grant/loan application has been submitted to the State Revolving Fund. City share for engineering phase is \$110,000

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility			222,524	191,667				414,190
Water Impact Fee (50%)			236,667	191,667				428,333
Water Bond	34,143							34,143
Total	34,143	0	459,190	383,333	0	0	0	876,667

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	102,429		187,571					290,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering			150,000	150,000				300,000
Construction Contract			1,000,000	1,000,000				2,000,000
Other CIP Costs								0
Other - TBD								0
Total	102,429	0	1,337,571	1,150,000	0	0	0	2,590,000

W-84: BELL CANYON INTAKE MID-VALVE REPAIR

Project Name: Bell Canyon Intake Tower Repair

Project Number: W-84

Project Description: Replace and repair mid-valve on the intake tower

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	168,021	44,888						212,909
Water Impact Fee (15%)								0
Water Bond	74,416							74,416
Total	242,437	44,888	0	0	0	0	0	287,325

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	134,079							134,079
Environmental								0
Land/ROW Acquisition								0
Construction Engineering	25,000							25,000
Construction Contract	83,358	44,888						128,246
Other CIP Costs								0
Other - TBD								0
Total	242,437	14,387	0	0	0	0	0	287,325

W-85: BELL VALVE HOUSE IMPROVEMENTS

Project Name: Bell Canyon Valve House Improvements
 Project Number: W-85
 Project Description: Improve valve house at Bell Canyon Reservoir
 Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	49,030						447,189	496,219
Water Impact Fee (15%)							78,916	78,916
Total	49,030	0	0	0	0	0	526,105	575,135

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	49,030						50,000	99,030
Environmental								0
Land/ROW Acquisition								0
Construction Engineering							50,000	50,000
Construction Contract							426,105	426,105
Other CIP Costs								0
Other - TBD								0
Total	49,030	0	0	0	0	0	526,105	575,135

W-86: HOLMES TANK UPGRADE

Project Name: Holmes Tank Upgrade
 Project Number: W-86
 Project Description: Replace and upgrade Holmes Tank and associated systems
 Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	22,500	29,000	662,500					714,000
Water Impact Fee (50%)	22,500	29,000	662,500					714,000
Total	45,000	58,000	1,325,000	0	0	0	0	1,428,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	45,000	53,000						98,000
Environmental		5,000						5,000
Land/ROW Acquisition								0
Construction Engineering			125,000					125,000
Construction Contract			1,200,000					1,200,000
Other CIP Costs								0
Other - TBD								0
Total	45,000	58,000	1,325,000	0	0	0	0	1,428,000

W-91: BELL CREEK INFLOW MEASUREMENT

Project Name: Bell Canyon Creek Inflow Measurement
 Project Number: W-91
 Project Description: Install stilling basin and inflow measuring devices
 Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	22,645		550,250					572,895
Water Impact Fee (15%)		12,750	99,750					112,500
Water Bonds	100,000	72,250	15,000					187,250
Total	122,645	85,000	665,000	0	0	0	0	872,645

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	122,645	65,000						187,645
Environmental		20,000						20,000
Land/ROW Acquisition								0
Construction Engineering			60,000					60,000
Construction Contract			605,000					605,000
Other CIP Costs								0
Other - TBD								0
Total	122,645	85,000	665,000	0	0	0	0	872,645

W-94: REPLACE TELEMETRY AT LSWTP

Project Name: Replace Telemetry At LSWTP
 Project Number: W-94
 Project Description:
 Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-95: INFLUENT VALVE ACTUATOR

Project Name: Influent Valve Actuator

Project Number: W-95

Project Description:

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-96: LOWER RESERVOIR WATER TREATMENT

Project Name: Lower Reservoir Water Treatment

Project Number: W-96

Project Description:

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-97: RAW WATER METERING STATION

Project Name: Raw Water Metering Station

Project Number: W-97

Project Description:

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-101: TANK 2 REHABILITATION

Project Name: Tank 2 Rehabilitation

Project Number: W-101

Project Description: Rehabilitate Tank 2

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility		51,000	586,000					637,000
Water Impact Fee (15%)		9,000	104,000					113,000
Total	0	60,000	690,000	0	0	0	0	750,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering		60,000						60,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering			69,000					69,000
Construction Contract			621,000					621,000
Other CIP Costs								0
Other - TBD								0
Total	0	60,000	690,000	0	0	0	0	750,000

W-102: WELL FILTER REHABILITATION**Project Name:** Well Filter Rehabilitation**Project Number:** W-102**Project Description:** Rehabilitate well filters**Funding Sources:**

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	254,438	11,103						265,541
Total	254,438	11,103	0	0	0	0	0	265,541

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	30,183	0						30,183
Environmental		0						0
Land/ROW Acquisition								0
Construction Engineering	51,304	2,000	0					53,304
Construction Contract	172,951	9,103						182,054
Other CIP Costs								0
Other - TBD								0
Total	254,438	11,103	0	0	0	0	0	265,541

W-106: PUMP STATION UPGRADES**Project Name:** Pump Station Upgrades**Project Number:** W-106**Project Description:** Upgrade existing pump stations to provide backup power. This upgrade is required by the Department of Public Health**Funding Sources:**

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility			200,000					200,000
Total	0	0	200,000	0	0	0	0	200,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering			20,000					20,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering			20,000					20,000
Construction Contract			160,000					160,000
Other CIP Costs								0
Other - TBD								0
Total	0	0	200,000	0	0	0	0	200,000

WATER PROJECTS DETAIL

W-107: REPLACE 12" TRANSMISSION MAIN

Project Name: Replace 12" Transmission Main
Project Number: W-107
Project Description: Replace 12" Water Transmission Main from Rutherford Pump Station to City of Napa
Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility								
Total	0	0	0	0	0	0	TBD	TBD

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering								0
Environmental								0
Land/ROW Acquisition								0
Construction Engineering								0
Construction Contract								0
Other CIP Costs								0
Other - TBD								0
Total	0	0	0	0	0	0	TBD	TBD

W-108: LOWER YORK CREEK DAM REHAB

Project Name: Lower York Creek Dam Rehab
Project Number: W-108
Project Description: Rehab Lower York Creek Dam as required by Division of Dam Safety. Repair 12" diameter gate in the outlet tower, repair 24" diameter spillway gate, geotechnical investigation and stability analysis, seismic stability analysis of intake tower, and survey and rehab 12" dia low level outlet pipe

Funding Sources:

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility	20,000	190,695	0				290,000	500,695
Total	20,000	190,695	0	0	0	0	290,000	500,695

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering	20,000	145,695						165,695
Environmental								0
Land/ROW Acquisition								0
Construction Engineering							20,000	20,000
Construction Contract		45,000					270,000	315,000
Other CIP Costs								0
Other - TBD								0
Total	20,000	190,695	0	0	0	0	290,000	500,695

W-109: BELL CANYON INTAKE TOWER REPLACEMENT**Project Name:** Bell Canyon Intake Tower Replacement**Project Number:** W-109**Project Description:** Replace intake tower**Funding Sources:**

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY19/20	Future Years	Total
Water Utility		516,500	1,118,000					1,634,500
Water Impact Fee (15%)		91,150	197,350					288,500
Water Bond		42,350	34,650				0	77,000
Total	0	650,000	1,350,000	0	0	0	0	2,000,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY19/20	Future Years	Total
Preliminary Engineering		200,000						200,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering		50,000	150,000					200,000
Construction Contract		400,000	1,200,000					1,600,000
Other CIP Costs								0
Other - TBD								0
Total	0	650,000	1,350,000	0	0	0	0	2,000,000

W-110: UPGRADE RUTHERFORD PUMP STATION**Project Name:** Upgrade Rutherford Pump Station**Project Number:** W-110**Project Description:** Upgrade electrical equipment and install permanent structure**Funding Sources:**

Sources	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Water Utility			50,000	450,000				500,000
Water Impact Fee (15%)								0
Water Bond							0	0
Total	0	0	50,000	450,000	0	0	0	500,000

Project Cost Estimate:

Elements	Prior Years	FY16/17	FY17/18	FY18/19	FY19/20	FY20/21	Future Years	Total
Preliminary Engineering			50,000					50,000
Environmental								0
Land/ROW Acquisition								0
Construction Engineering				60,000				60,000
Construction Contract				390,000				390,000
Other CIP Costs								0
Other - TBD								0
Total	0	0	50,000	450,000	0	0	0	500,000

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